teachers, enrichment programs for students, and future modernization of the building. Friends of Ross Elementary, both in the neighborhood and nationwide, have helped to raise more than $40,000 for the school in the past two years.

"Ross Elementary continues to be an incredible asset to the neighborhood and Ward," said Evans. "I hope everyone will support our local school and school children at this important fundraising event."

Ross Elementary is a public elementary school for 150 preschool through fifth grade children, located in the heart of Dupont Circle.

Please click here for more information about this year's auction.

Andrew Huff is Evans' Dupont Circle liaison.

Dupont Circle Village Announces Spring Events

Dupont Circle Village, a non-profit neighborhood organization that connects aging residents to services and activities, is holding two spring events open to the public.

On Saturday, April 30, the Village will hold its Sizzling Sidewalk Sale from 9:30am-3:30pm on S Street, NW between Connecticut Avenue and 20th Street (across from Ruth's Chris Steakhouse). A rain date for the event has been set for Sunday, May 1.

"I encourage everyone to come out and support the great work of Dupont Village," Evans said. "What they do is essential to helping our aging population stay in our neighborhoods where they can continue to contribute to the community."

Proceeds from the sale will support the Village mission of connecting neighbors and meeting the challenges of older neighborhood residents.

Donations and volunteers are both needed for the event. Those interested in volunteering or donating goods for the sale should contact Abigail Wiebenson.

The Village is also co-sponsoring a book party for author Jane Gross at the Mansion on O Street on Thursday, May 5. The event is free and open to non-members.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012055

Jane Gross, the New York Times reporter who wrote the 2007 front-page story that put the Village movement on the map will address the three local Villages - Dupont Circle Village, Palisades Village, and Northwest Neighbors Village.

Her latest book, *A Bittersweet Season: Caring for Our Aging Parents-And Ourselves*, published by Knopf Books, is an intimate story of how Ms. Gross cared for her aged and ailing mother and offers practical, essential advice on virtually every aspect of elder care.

Ms. Gross will answer questions following her presentation and will sign copies of her book, which will be available at the meeting.

More information on the work of Dupont Circle Village can be found here.

Andrew Huff is Evans' Dupont Circle liaison.

School Beautification Day in Shaw Slated for Saturday

Photo courtesy of CCCA.

Looking for an opportunity to enjoy the spring weather with your friends and neighbors? Want to help to beautiful a neighborhood school? You'll have your chance on Saturday, April 30 at KIPP DC's Shaw campus (421 P Street, NW).

From 8:00am-1:00pm, Shaw neighbors and church congregations will help to beautiful the KIPP DC campus by planting low growing, drought hardy plants in the tree boxes surrounding the school. Additional contributions from neighbors and area businesses are also appreciated.

"Saturday will offer a great chance for neighbors to come together for the benefit of one of our many great neighborhood schools," said Evans. "I hope everyone will consider pitching in a few hours to help beautify this corner of Shaw."

The event is being sponsored by the Convention Center Community Association (CCCA). Individuals or businesses interested in participating should contact CCCA President Martin Moulton.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012056

Windy Abdul-Rahim is Evans' Shaw liaison.

Evans Addresses Convention Center Community Association

Councilmember Evans joined Mayor Vincent Gray, At-Large Councilmember Phil Mendelson, MPD Chief Cathy Lanier, and US Attorney Ron Machen at the April meeting of the Convention Center Community Association (CCCA).

The meeting largely focused on the issue of crime in the Shaw neighborhood. Evans gave an historical perspective of how far the Shaw neighborhood has come over the years, while acknowledging the challenges which still exist for many residents in the area.

"Shaw is a different place than it was ten years ago," said Evans. "While we have come a long way, we still have work to do in ensuring a safe neighborhood for everyone who lives, works, and visits here."

Evans went on to discuss neighborhood improvements such as the Kennedy Recreation Center, the Washington Convention Center, the soon to be opened O Street Market and Kelsey Gardens development, and the new Watha T. Daniel Library.

"Given all of these important neighborhood accomplishments, we are still experiencing shootings, which is unacceptable," said Evans.

The US Attorney encouraged the community to stand up and to "say something if you see something," and help law enforcement put away known criminals. Chief Lanier explained that while overall crime across the city is decreasing, including violent crimes, the department is struggling with robberies and burglaries. At Councilmember Evans' request, MPD has also diverted additional resources from across the District to the Shaw neighborhood.

The meeting was also attended by Deputy Mayor for Public Safety Paul Quander and DC Fire Chief Kenneth Ellerbe.

Windy Abdul-Rahim is Evans' Shaw liaison.

Logan Circle "Treasure Hunt" on Saturday

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012057

The Logan Circle Community Association (LCCA) is sponsoring a very 20th-century neighborhood rummage sale on the 1300 block of Vermont Avenue, NW on Saturday, April 30 from 9:00am-1:00pm.

The public is invited to participate, either as shoppers or as sellers. Sellers need to supply their own tables and chairs and there is a $10 fee to help defray the cost of publicity.

There's no need to make reservations and no alternative rain date. Just show up rain or shine and enjoy a fun neighborhood event with your Logan Circle neighbors.

For more information, please contact Frank Mobilio.

Sherri Kimbel is Evans' Logan Circle liaison.

Department of Public Works Announces New Policy

The Department of Public Works (DPW) recently announced that effective Monday, April 25 it will begin charging residents $45 each for new 32-gallon trash cart and 32-gallon recycling cart. Previously, new homeowners and those who had their cans stolen were provided new carts at no charge. If you had already requested a trash and/or recycling cart from DPW prior to April 25, you will not be charged.

"While we are not pleased with this new fee, we are passing along this information so that our residents have it. We also encourage residents to mark their carts with an address for identification," Evans said. "I have asked DPW to see if there is a way to remove this fee as they work through their FY 2012 budget."

Remember that putting out your trash without using a can is not an option, and you could be fined. If you don't have a city issued trash can, you can use one that you've purchased from an area hardware store.

Sherri Kimbel is Evans' DPW liaison.

Where's Jack?

Councilmember Evans is pleased to announce that he will be speaking to several civic organizations and attending several

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012058

community events in May.

"I always look forward to the opportunity to hear directly from residents about what's working and what could be improved in the District," said Evans. "Attending these meetings and events on a regular basis allows me to do just that."

Evans will attend the following meetings and events in May:

May 9 - 7:00pm
Ward 2 Town Hall Budget Meeting with Mayor Gray
Immaculate Conception Church
1315 8th Street, NW

May 17 - 10:00am
Older Americans Month Celebration
Kennedy Recreation Center
1401 7th Street, NW

May 17 - 7:00pm
Citizens Association of Georgetown
Dumbarton House
2715 Q Street, NW

May 25 - 6:30pm
Quincy Park Condo Association
Quincy Park Condominiums
1001 L Street, NW

Forward email

This email was sent to rdoggett@wmata.com by jevans@dccouncil.us |
Update Profile/Email Address | Instant removal with SafeUnsubscribe™ | Privacy Policy.
Ward 2 Councilmember Jack Evans | John A. Wilson Building | 1350 Pennsylvania Avenue, NW | Suite 105 | Washington | DC | 20004

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012059

Doggett, Rosalyn

From: Goldin, Steven
Sent: Friday, April 29, 2011 8:42 AM
To: Benson, Sara E.
Cc: Bottigheimer, Nat; Doggett, Rosalyn; Malasky, Gary
Subject: Fw: Please have staff add Rhode Island Avenue and Shaw/Howard projects to the TOD web page

Sara. Pls work w roz and gary

From: Bottigheimer, Nat
To: Goldin, Steven
Sent: Fri Apr 29 08:19:47 2011
Subject: Please have staff add Rhode Island Avenue and Shaw/Howard projects to the TOD web page
Can we use Calvin or a contractor if staff don't have time? Or Sara Benson?

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012060

Doggett, Rosalyn

From: Meister, Mark K.
Sent: Wednesday, April 27, 2011 10:46 AM
To: Wallace, Maria A; Goldin, Steven
Cc: Doggett, Rosalyn; Burns, Bob
Subject: FW: PARP Request #11-0124
Attachments: 11-0124 Kwamina Thomas Williford.pdf; PARP Worksheet.doc; PARP Estimate Worksheet.doc

Maria,

I am forwarding your email to Roz and Bob for response.

Mark

From: Wallace, Maria A
Sent: Wednesday, April 27, 2011 10:40 AM
To: Meister, Mark K.; Goldin, Steven
Cc: Bottigheimer, Nat; Thom, Keysia A.; Wallace, Maria A
Subject: FW: PARP Request #11-0124

Good Morning,

Please provide the information as requested (bold) in the email below. The original PARP document is attached along with the appropriate forms (worksheets). If you have questions concerning the request, please let me know or feel free to contact Keysia.

Once the information has been compiled we can submit same to COUN. If you choose to send directly, please copy me as a communication courtesy reflecting that the process has been completed.

Thank you and have a great day.

Maria

Maria A. Wallace
Washington Metropolitan Area Transit Authority
Department of Planning & Joint Development
600 Fifth Street, NW
Washington, DC 20009
office - (202) 962-2330
fax - (202) 962-6258
email: mawallace@wmata.com

From: Thom, Keysia A.
Sent: Tuesday, April 26, 2011 2:15 PM
To: Wallace, Maria A; Sequeira, Loyda
Cc: Heppen, Bruce P.; Montague, Joshua W.; Pena, Danise
Subject: PARP Request #11-0124

Maria and Loyda,

Attached is a PARP request regarding the Shaw-Howard/Florida Avenue Joint Development Solicitation. If the effort to process this request is minor and does not exceed the $250 threshold, please complete the attached PARP worksheet and provide it with the records by 5/3/11. However, if the effort is more than minor we can charge for staff time (hourly rate plus a 50% markup) plus copying costs (15 cents per page beyond the first 100). If the charge will exceed our $250 threshold, please complete the attached PARP estimate worksheet and provide it by 5/3/11.

Be aware that our policy does not require us to create records in response to a request. If a record containing the information requested does not already exist, we can simply tell the requester so. Additionally, some of the requested records may be exempt from disclosure if they contain the following: (1) information that could compromise WMATA's infrastructure or security; (2) contractor proprietary information; (3) internal deliberations on policy matters; (4) attorney-client privileged communications; (5) information that if released would cause a clearly unwarranted invasion of personal privacy; (6) certain information compiled for law enforcement purposes; and (7) SmarTrip and customer financial information. Let me know if you believe any of these exemptions apply or if you have any other concerns regarding disclosure of the records.

Thanks

Keysia A. Thom
PARP/Privacy Policy Administrator
WMATA Office of General Counsel

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012061

600 5th Street, NW
Washington, DC 20001
202.962.2058 (direct line)
202.962.2550 (facsimile)

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Doggett, Rosalyn

From: Meister, Mark K.
Sent: Tuesday, April 12, 2011 9:14 AM
To: SAAM; Carthorn, Debbie D.
Subject: FW: Metro News Clips - Tuesday, April 12, 2011
Attachments: dcexaminer1.pdf; dcexaminer2.pdf; wtopnews3.pdf; WPOST4.pdf; WPOST6.pdf; dcexaminer5.pdf; gazette7.pdf; nytimes1.pdf; sfexaminer2.pdf; sfexaminer3.pdf; sfexaminer4.pdf; boston5.pdf

---

From: Taubenkibel, Steven
Sent: Tuesday, April 12, 2011 8:46 AM
To: Taubenkibel, Steven
Subject: Metro News Clips - Tuesday, April 12, 2011

To all:

Metro News

1) Metro: Riders Less Sensitive To Fare Increase Than Expected, http://washingtonexaminer.com/print/local/dc/2011/04/metro-riders-less-sensitive-fare-increase-expected Washington Examiner, April 12, 2011

2) CapitalLand: Suicide Attempt Delays Red Line Commute, http://washingtonexaminer.com/print/blogs/capital-land/2011/04/suicide-attempt-delays-red-line-commute Washington Examiner, April 11

3) Miscommunication A Factor In Deadly Metro Accident, Documents Say, http://wtop.com/?nid=41&sid=2340957 WTOP News, April 11

4) Spending Deal Spares Metro Funds, http://www.washingtonpost.com/blogs/dc-wire/post/sources-spending-deal-spares-metro-funds/2011/04/11/AFhFSEMD_blog.html Washington Post, April 11

5) Va. Man Apologizes For Planning Metro Bombing Attack, Gets 23 Years, http://washingtonexaminer.com/print/local/dc/2011/04/va-man-apologizes-planning-metro-bombing-attack-gets-23-years Washington Examiner, April 12, 2011

6) Dr. Gridlock: Metro Riders' Habits Hard To Break, http://www.washingtonpost.com/blogs/dr-gridlock/post/metro-riders-habits-hard-to-break/2011/04/11/AF7jrUKD_blog.html Washington Post, April 11

7) Woman Struck, Injured By Metro Train In Bethesda, http://www.gazette.net/stories/04112011/montnew100932_32562.php Gazette Newspapers, April 11

US Transit News

1) Video Shows Ordeal Of Subway Riders Trapped In Elevator, http://cityroom.blogs.nytimes.com/2011/04/11/video-captures-ordeal-of-subway-riders-trapped-in-elevator/?partner=rss&emc=rss New York Times, April 11

2) MUNI Hires PR Firm To Handle Media During Contract Negotiations With Workers, http://www.sfexaminer.com/print/local/transportation/2011/04/muni-hires-pr-firm-handle-media-during-contract-negotiations-workers San Francisco Examiner, April 4

3) MUNI's New $100K Public Relations Firm Fires First Salvo In Labor Negotiations, http://www.sfexaminer.com/print/blogs/under-dome/2011/04/muni-s-new-100k-public-relations-firm-fires-first-salvo-labor-negotiations San Francisco Examiner, April 6

4) Editorial: MUNI-Ficent PR A Useless Waste Of San Francisco's Money, http://www.sfexaminer.com/print/opinion/editorials/2011/04/muni-ficent-pr-useless-waste-san-franciscos-money San Francisco Examiner, April 10

5) MBTA Bus Operator Attacked On Route, http://www.boston.com/news/local/massachusetts/articles/2011/04/12/mbta_bus_operator_attacked_on_route/ Boston Globe, April 12

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012063

Doggett, Rosalyn

From: Burns, Bob
Sent: Monday, April 04, 2011 11:39 AM
To: Goldin, Steven; Doggett, Rosalyn; Malasky, Gary
Subject: Prince George's Newsletter
Attachments: PGApr4.pdf

Expires: Saturday, October 01, 2011 12:00 AM

Note New Carrollton and College Park articles.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012064

Doggett, Rosalyn

From: Mohsberg, Sid
Sent: Friday, December 03, 2010 4:11 PM
To: Doggett, Rosalyn
Cc: Goldin, Steven; Meister, Mark K.
Subject: 12/16/10 JDRE - BAIS 100975: Approve Amended Terms of Twinbrook Joint Development Agreement: Possible Presentation Update

Follow Up Flag: Follow up
Flag Status: Flagged

Roz,

Please see the GM's 11/22/10 at 9:52 AM email (copy below) to Peter Benjamin stating that the 12/16/10 Twinbrook item would go to the public session rather than executive session. The BAR was updated today: http://p590a3.wmata.com:7778/pls/bar/p_bar_public. Unfortunately, you were not cc'd on that email or on the follow-on 11/22/10 at 10:05 AM email.

When I conveyed this public session decision to you a moment ago, you said that the presentation would need to be revised to delete information that would not be suitable for a public session.

Before you change either the BAIS or the presentation, please show Nat (cc: me) the changes you propose to make.

The mailout is next Friday, 12/10/10.

Thanks.

Sid

From: Bottigheimer, Nat
Sent: Monday, November 22, 2010 10:05 AM
To: Meister, Mark K.
Cc: Goldin, Steven; Mohsberg, Sid
Subject: FW: Two scheduled items for Board

Mark—

FYI, Peter's response to your explanation, via Sarles. He simply requests that the explanation you provided be included in the Tie Breaker presentation.

I do need to say that – assuming we don't get the $180,000 delinquent payment – it's a little awkward that we're likely to pull this item after this amount of back and forth involving the GM and Board Chair.

I suppose I can say that this is the kind of brinksmanship our "partners" play with us, and that we may have to push them back to conform with our prebrief schedules. But I'm slightly uncomfortable. Any suggestions for further explanations if we are asked whether we knew about the risk of the item being pulled during the prebrief process?

Nat

From: peter.metro@verizon.net
Sent: Monday, November 22, 2010 9:52 AM
To: Sarles, Richard
Cc: Bottigheimer, Nat; O'Keeffe, Carol B.; Kissal, Carol
Subject: Re: Two scheduled items for Board

ok. please be sure to provide that explanation to the Board in the documentation.

----- Original Message -----
From: Sarles, Richard
To: peter.metro@verizon.net
Cc: Bottigheimer, Nat ; O'Keeffe, Carol B. ; Kissal, Carol
Sent: Monday, November 22, 2010 9:36 AM
Subject: RE: Two scheduled items for Board

Peter,
Twinbrook will go to open session of JD&RE.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012065

Staff provided the following explanation on lease terms:
Regarding the tie-breaker station property, when we initially were negotiating a lease for the air rights at Shaw-Howard U station north entrance with Broadcast Center Partners (a very similar project), BCP ran into considerable resistance from its lender with certain lease issues such as default, termination, subordination, partial completion, restoring property, timing of events, etc. The problem was that 99% of BCP's building was going to be built on its property, not WMATA's, and their lender could not accept the uncertainty and risk associated with a lease. We have an almost identical situation here with only a very small portion of the developer's building being built in WMATA's air space. Having spent considerable time negotiating a lease with BCP which their lender could not accept, we opted for the easement here.

Rich

From: peter.metro@verizon.net
Sent: Saturday, November 20, 2010 11:19 AM
To: Bottigheimer, Nat; Sarles, Richard
Subject: Two scheduled items for Board

Nat:

1. Why don't we bring Twinbrook to the open session of JD&RE? It seems that we have had enough discussion of the terms so that it is unlikely that we will venture into sensitive territory at open session. If we do, we can stop the discussion.

2. Did we consider lease terms vs. sale for the tie breaker air rights item?

Peter

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012066

Doggett, Rosalyn

From: Wyner, Jonathan S.
Sent: Thursday, September 30, 2010 3:59 PM
To: Wyner, Jonathan S.; Woodward, Warren A.
Cc: Burns, Bob; Doggett, Rosalyn; Williams, Jamette V.
Subject: RE: Return of Deposit - Banneker aka The Jazz at Florida Avenue
Attachments: Florida Avenue Banneker.pdf; 24100130 0510.xlsx; TIIF FY10 and Prior-Wyner (2).xlsx

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

Warren:

Here is the paper trail, as attached.

This was a refund of the Banneker deposit aka The Jazz at Florida Avenue for $100,000 plus interest (as computed by TRES).

Please remove from your 2410030 listing – see attached, as well.

The Jazz at Forida Avenue	Shaw-Howard/Fla. Ave. Project	(100,000.00)	(100,000.00)	04/09/09	AR00051996

Need anything else?

Do send me an up-dated deposit list.

Thanks,

jonathan

Jonathan Stuart Wyner, CPM®, CCIM
Senior Transit Oriented Development Specialist
Washington Metropolitan Area Transit Authority
Office of Station Area Planning & Asset Management
Department of Planning & Joint Development
600 Fifth Street, NW, #5B-A
Washington, DC 20001
202/962-1577

From: Wyner, Jonathan S.
Sent: Thursday, September 30, 2010 10:56 AM
To: Woodward, Warren A.
Cc: Burns, Bob; Doggett, Rosalyn
Subject: RE: Retrun of Deposit

Shaw-Howard, Florida Avenue

The offer was rejected, property is currently being re-solicited.

Shaw-Howard University Station (Florida Avenue, N.W.)

- Metro requested full proposals and received three in October 2007
- Metro Board selected Banneker Ventures team as developer in June 2008
- Staff has been instructed to bring the Board an amended Term Sheet in March 2010 reflecting the inclusion of affordable housing and an improved offer from that currently being proposed
- No public hearing is required
- No Metro facilities will be displaced
- At the March public Metro Board meeting, the Board voted unanimously to table this project

jonathan

Jonathan Stuart Wyner, CPM®, CCIM
Senior Transit Oriented Development Specialist
Washington Metropolitan Area Transit Authority

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012067

Office of Station Area Planning & Asset Management
Department of Planning & Joint Development
600 Fifth Street, NW, #5B-A
Washington, DC 20001
202/962-1577

From: Woodward, Warren A.
Sent: Tuesday, September 28, 2010 4:31 PM
To: Wyner, Jonathan S.
Subject: Retrun of Deposit

We returned a $100K Grand Solicitation or Good Faith Deposit in July to a Banneker Ventures, LLC.

Can you tell me what project that was for? I have nothing recorded with Banneker in it.

Thanks

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012068

Doggett, Rosalyn

From: Chambliss, Leenda M.
Sent: Friday, March 12, 2010 9:37 AM
To: Doggett, Rosalyn
Subject: 100628 - FL Ave.pdf - Adobe Acrobat Professional
Attachments: 100628 - FL Ave.pdf

Hello –

Attached are Board Communications Unit edits to the MEAD scheduled to go forward in March. Please make the changes and answer any questions within the MEAD, if appropriate. I apologize for the late edits.

Please note, the edits are not intended to change your message, but rather to better convey it. Feel free to contact me to discuss those edits that distort the meaning of your presentation. Thank you.

- Leen'da

Hope-Leen'da M. Chambliss
Office of the General Manager
Washington Metropolitan Area Transit Authority
phone - 202/962-2595
fax - 202/962-1133
lchambliss@wmata.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012069

Doggett, Rosalyn

From: eric.smart@bolansmart.com
Sent: Wednesday, September 16, 2009 6:30 PM
To: Doggett, Rosalyn
Subject: Re: FW: Shaw-Howard/Florida Avenue Appraisal

Will review per your inquiries by mid morning Thursday. Eric

On Wed, 16 Sep 2009 4:21:58 -0500 (EST), "Doggett, Rosalyn" <RDoggett@wmata.com> wrote:
> I sent this over earlier today, I know. I would appreciate your thoughts on
> this vis a vis your prior understanding of the project costs , funding sources
> and revenues. Our appraisal was based on our footing the cost of affordable
> housing: 20% at 50%. Hence the large write-down to get to a $1.98 M
> capitalized lease payment. In this latest financial model, we have added a
> PILOT, Sales Tax TIF and a 9% tax credit, yet we still end up in the same place
> with a $1.98M capitalized lease. Therefore, I have to think that expenses have
> been increased greatly (and they have by my calculation of development cost/gsf)
> and income has been decreased (I have not looked at this yet). I don't know
> if you will have a chance to examine this in the a.m. Let me know if you will
> or won't. Thanks.
>
> From: Omar A. Karim [mailto:okarim@bannekerventures.com]
> Sent: Tuesday, September 15, 2009 9:25 AM
> To: Doggett, Rosalyn; Meister, Mark K.; Bottigheimer, Nat
> Cc: 'Maurice Perry'; aives@bannekerventures.com; 'Tiwana Hicks';
> Neil.Albert@dc.gov; Yohance S. Fuller; sgoldin@intercapholdings.com; Moneme,
> Emeka; Marshall, Malcolm
> Subject: RE: Shaw-Howard/Florida Avenue Appraisal
> Importance: High
>
> Nat, Mark and Rosalyn,
>
> As promised on Friday, attached please find our updated budget and 15 year
> residential and retail pro formas. Also as promised, by COB today, we will send
> you the updated Summary of the Term Sheet with our thoughts on Capital
> Participation, and by COB tomorrow we will send you an outline of the co-tenancy
> agreement.
>
> We look forward to meeting with you all on Friday to work out any remaining
> issues so that the Revised Term Sheet can go to the Planning, Development and
> Real Estate Committee on October 8th.
>
> Please call or email with any questions.
>
> Omar
>
>
> Omar A. Karim
> Banneker Ventures, LLC
> 729 15th Street, NW, Suite 400
> Washington, DC 20005
> (202) 393-5460 phone
> (202) 393-5462 fax
> (301) 523-1810 cell
> okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012070

>
>
>
> From: Bottigheimer, Nat [mailto:NBottigheimer@wmata.com]
> Sent: Thursday, September 10, 2009 10:03 PM
> To: Yohance S. Fuller; Omar A. Karim; Meister, Mark K.
> Cc: Maurice Perry; aives@bannekerventures.com; Tiwana Hicks;
Neil.Albert@dc.gov;
> John Hagner; Moneme, Emeka; Marshall, Malcolm; Doggett, Rosalyn;
> sgoldin@intercapholdings.com
> Subject: RE: Shaw-Howard/Florida Avenue Appraisal
>
> Yohance and Omar--
>
> I recognize neither of you may be able to review this material prior
> to
tomorrow
> morning's meeting among ourselves and Banneker, but I wanted to
> provide
our
> responses to Omar's comments below so that all involved in this
negotiation can
> be aware of the positions Metro staff will be taking and the basis for
these
> positions.
>
> Thanks very much.
>
> Nat
>
>
> _____
> From: Yohance (EOM) Fuller [yohance.fuller@dc.gov]
> Sent: Wednesday, September 09, 2009 6:28 PM
> To: Omar A. Karim; Meister, Mark K.
> Cc: Maurice Perry; aives@bannekerventures.com; Tiwana Hicks;
Neil.Albert@dc.gov;
> Bottigheimer, Nat; John Hagner; Moneme, Emeka; Marshall, Malcolm;
Doggett,
> Rosalyn
> Subject: RE: Shaw-Howard/Florida Avenue Appraisal Mark et al.,
>
> Per an email exchange with Nat earlier today -- there are only a few
outstanding
> items to resolve to get a term sheet in draft from and more
> importantly
get this
> on October's agenda. I don't see why we can't get all stakeholders at
> a
table
> and get these issues finally put to bed.
>
> Please set up a meeting this Friday, per our conversation last week.
> It
is
> imperative that we get these initial deal terms finalized by COB
Friday. I am
> available 2:30p and anytime thereafter.
>
> Regards,
>
> Yohance
>
>
> _____
> From: Omar A. Karim [mailto:okarim@bannekerventures.com]
> Sent: Wed 9/9/2009 5:21 PM
> To: 'Meister, Mark K.'
> Cc: 'Bottigheimer, Nat'; 'Moneme, Emeka'; 'Doggett,
Rosalyn'; 'Marshall,
> Malcolm'; Fuller, Yohance (EOM); Albert, Neil (EOM); 'Perry,
Maurice'; 'Tiwana
> Hicks'; aives@bannekerventures.com; 'Hagner, John'
> Subject: RE: Shaw-Howard/Florida Avenue Appraisal Mark,
>

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012071

> Thank you for the email with your thoughts on the basic WMATA
> Financial
Terms.
> Below are our comments:
>
> Capitalized Lease Payments
> If we agree to all of the other terms, we could agree to pay the value
of the
> capitalized lease payment of $1.98M that your appraiser put together.
>
> Please explain why you indicated that the value of the land was absent
any
> subsidies other than 4% tax credits. Based on our knowledge of
projects that
> include 20% affordable housing, and as discussed with you all on
several
> occasions, the value of the land would be zero if we had to do 20%
affordable
> housing and then we would still need some subsidies to cover the gap.
We can't
> think of one project in the District that includes 20% affordable
housing that
> is paying anywhere close to what we would pay WMATA AND these projects
would
> still need subsidies.
>
> We would not be willing to pay WMATA any portion of any subsidies that
we obtain
> for the project, let alone paying 80% of anything that we get. We've
mentioned
> this many times before as we believe that no project could move
> forward
with 20%
> affordable housing and pay $1.98M at closing for the land, without
> some
public
> subsidies to help close the gap because of the inclusion of the
affordable
> housing units.
>
> Pre-Closing Payments
> Okay with amounts but payments would be made quarterly.
>
> Additional Density
> This is confusing. The portion of the alley that will be closed is
1,025 SF.
> About ½ will be deeded to WMATA and ½ will be deeded to us as the
purchasers of
> the adjacent parcels that are next to the alley. Since we are
> building
a 5
> story building, this would mean 512 SF x 5 stories = 2,560 SF would be
> attributable to WMATA land. Based on your calculations of the value
> of
the
> land, this would mean that we would pay about $16 per SF or $42,000 in
> additional capitalized rent at Lease execution. We could agree to
> this
increase
> over the $1.98M.
>
> Annual Operating Income Participation
> We would agree to 1.5% of Effective Gross Income but would not run our
Debt
> Service Coverage at 1.25. We've never run our DSC at 1.25 as our
project
> couldn't be financed at this rate. We are using a 1.11 DSC because
> HUD
allows
> this.
>
> Capital Event Participation
> Any equity or member loans to receive a 20% return prior to WMATA
receiving its
> 10% of net proceeds. Member loans or equity are indistinguishable.

FOIA CONFIDENTIAL TREATMENT REQUESTED

> We
could
> agree that equity or member loans not to exceed 40% of the development
costs.
>
> Term
> Initial term is 60 years with an option for the Developer to extend
> for
another
> 39 years. Any annual escalation after the initial term to be at 1%,
not 3%.
>
>
> After yesterday's meeting, we thought that we were much closer to
resolving the
> financial issues with you all. However, based on the terms that you
sent us
> this afternoon, it appears that you all want to continue to raise new
issues and
> change old ones. We cannot send over a summary of open issues until
> we
know
> where we are with the ones above.
>
> We welcome meeting with you again on Friday to try to come to some
agreement on
> these terms.
>
> Omar
>
>
> Omar A. Karim
> Banneker Ventures, LLC
> 729 15th Street, NW, Suite 400
> Washington, DC 20005
> (202) 393-5460 phone
> (202) 393-5462 fax
> (301) 523-1810 cell
> okarim@bannekerventures.com
>
>
>
> From: Meister, Mark K. [mailto:MMeister@wmata.com]
> Sent: Wednesday, September 09, 2009 2:54 PM
> To: okarim@bannekerventures.com
> Cc: Bottigheimer, Nat; Moneme, Emeka; Doggett, Rosalyn; Marshall,
Malcolm
> Subject: RE: Shaw-Howard/Florida Avenue Appraisal
>
> Omar,
>
> As discussed, please see attached Basic WMATA Financial Terms.
>
> Mark
>
>
> Mark K. Meister
> Acting Director
> Office of Station Area Planning and Asset Management Washington
> Metropolitan Area Transit Authority 600 Fifth Street, NW Washington,
> DC 20001
> Tel: 202-962-1589
> Fax: 202-962-2396
> Email: mmeister@wmata.com
>
>
>
> From: Omar Karim [mailto:okarim@bannekerventures.com]
> Sent: Wednesday, September 09, 2009 2:38 PM
> To: Meister, Mark K.
> Cc: Tiwana Hicks
> Subject: Re: Shaw-Howard/Florida Avenue Appraisal?
>
> Thanks.
>

FOIA CONFIDENTIAL TREATMENT REQUESTED

> Omar A. Karim
> Banneker Ventures, LLC
> 729 15th Street, NW, Suite 400
> Washington, DC 20005
> (202) 393-5460 office
> (202) 393-5462 fax
> (301) 523-1810 cell
> okarim@bannekerventures.com
>
> _____
> From: "Meister, Mark K."
> Date: Wed, 9 Sep 2009 14:22:28 -0400
> To: Omar A. Karim<okarim@bannekerventures.com>
> Subject: RE: Shaw-Howard/Florida Avenue Appraisal?
> Omar,
>
> I will have it to you within the next half hour.
>
> Mark
>
> From: Omar A. Karim [mailto:okarim@bannekerventures.com]
> Sent: Wednesday, September 09, 2009 1:55 PM
> To: Meister, Mark K.
> Cc: 'Tiwana Hicks'
> Subject: Shaw-Howard/Florida Avenue Appraisal?
> Importance: High
>
> Mark,
>
> Any word on the update appraisal results?
>
> Omar
>
>
>
> Omar A. Karim
> Banneker Ventures, LLC
> 729 15th Street, NW, Suite 400
> Washington, DC 20005
> (202) 393-5460 phone
> (202) 393-5462 fax
> (301) 523-1810 cell
> okarim@bannekerventures.com
>
>
>
>
>
--
Eric Smart, Bolan Smart Associates, Inc.
1250 24th Street, NW, Suite 300, Washington, DC 20037 202-776-7740 (direct), 202-841-2227 (cell), 202-371-1333 (BSA general) www.bolansmart.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012074

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Wednesday, September 09, 2009 5:21 PM
To: Meister, Mark K.
Cc: Maurice' 'Perry; aives@bannekerventures.com; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; Doggett, Rosalyn; John' 'Hagner; Moneme, Emeka; Marshall, Malcolm; Bottigheimer, Nat
Subject: RE: Shaw-Howard/Florida Avenue Appraisal

Importance: High

Mark,

Thank you for the email with your thoughts on the basic WMATA Financial Terms. Below are our comments:

Capitalized Lease Payments
If we agree to all of the other terms, we could agree to pay the value of the capitalized lease payment of $1.98M that your appraiser put together.

Please explain why you indicated that the value of the land was absent any subsidies other than 4% tax credits. Based on our knowledge of projects that include 20% affordable housing, and as discussed with you all on several occasions, the value of the land would be zero if we had to do 20% affordable housing and then we would still need some subsidies to cover the gap. We can't think of one project in the District that includes 20% affordable housing that is paying anywhere close to what we would pay WMATA AND these projects would still need subsidies.

We would not be willing to pay WMATA any portion of any subsidies that we obtain for the project, let alone paying 80% of anything that we get. We've mentioned this many times before as we believe that no project could move forward with 20% affordable housing and pay $1.98M at closing for the land, without some public subsidies to help close the gap because of the inclusion of the affordable housing units.

Pre-Closing Payments
Okay with amounts but payments would be made quarterly.

Additional Density
This is confusing. The portion of the alley that will be closed is 1,025 SF. About ½ will be deeded to WMATA and ½ will be deeded to us as the purchasers of the adjacent parcels that are next to the alley. Since we are building a 5 story building, this would mean 512 SF x 5 stories = 2,560 SF would be attributable to WMATA land. Based on your calculations of the value of the land, this would mean that we would pay about $16 per SF or $42,000 in additional capitalized rent at Lease execution. We could agree to this increase over the $1.98M.

Annual Operating Income Participation
We would agree to 1.5% of Effective Gross Income but would not run our Debt Service Coverage at 1.25. We've never run our DSC at 1.25 as our project couldn't be financed at this rate. We are using a 1.11 DSC because HUD allows this.

Capital Event Participation
Any equity or member loans to receive a 20% return prior to WMATA receiving its 10% of net proceeds. Member loans or equity are indistinguishable. We could agree that equity or member loans not to exceed 40% of the development costs.

Term
Initial term is 60 years with an option for the Developer to extend for another 39 years. Any annual escalation after the initial term to be at 1%, not 3%.

After yesterday's meeting, we thought that we were much closer to resolving the financial issues with you all. However, based on the terms that you sent us this afternoon, it appears that you all want to continue to raise new issues and change old ones. We cannot send over a summary of open issues until we know where we are with the ones above.

We welcome meeting with you again on Friday to try to come to some agreement on these terms.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005

FOIA CONFIDENTIAL TREATMENT REQUESTED

(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: Meister, Mark K. [mailto:MMeister@wmata.com]
Sent: Wednesday, September 09, 2009 2:54 PM
To: okarim@bannekerventures.com
Cc: Bottigheimer, Nat; Moneme, Emeka; Doggett, Rosalyn; Marshall, Malcolm
Subject: RE: Shaw-Howard/Florida Avenue Appraisal

Omar,

As discussed, please see attached Basic WMATA Financial Terms.

Mark

Mark K. Meister
Acting Director
Office of Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001
Tel: 202-962-1589
Fax: 202-962-2396
Email: mmeister@wmata.com

From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, September 09, 2009 2:38 PM
To: Meister, Mark K.
Cc: Tiwana Hicks
Subject: Re: Shaw-Howard/Florida Avenue Appraisal?

Thanks.

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
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okarim@bannekerventures.com

From: "Meister, Mark K."
Date: Wed, 9 Sep 2009 14:22:28 -0400
To: Omar A. Karim<okarim@bannekerventures.com>
Subject: RE: Shaw-Howard/Florida Avenue Appraisal?
Omar,

I will have it to you within the next half hour.

Mark

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, September 09, 2009 1:55 PM
To: Meister, Mark K.
Cc: 'Tiwana Hicks'
Subject: Shaw-Howard/Florida Avenue Appraisal?
Importance: High

Mark,

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012076

Any word on the update appraisal results?

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
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(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

All Mail

Doggett, Rosalyn

"Graham"

From: Doggett, Rosalyn
Sent: Wednesday, June 23, 2010 8:57 AM
To: Goldin, Steven
Subject: RE: Florida Avenue: Graham draft

Will do

-----Original Message-----
From: Goldin, Steven
Sent: Wednesday, June 23, 2010 8:57 AM
To: Doggett, Rosalyn
Subject: Fw: Florida Avenue: Graham draft

Plan to attend to discuss dun loring and fl ave

----- Original Message -----
From: Bottigheimer, Nat
To: O'Keeffe, Carol B.; Goldin, Steven
Cc: Pohl, Mark R.; Welch, Kermit A.; Wallace, Maria A
Sent: Wed Jun 23 08:38:27 2010
Subject: RE: Florida Avenue: Graham draft

I'm free at 4 -- your office, Carol?

From: O'Keeffe, Carol B.
Sent: Wednesday, June 23, 2010 8:20 AM
To: Goldin, Steven; Bottigheimer, Nat
Cc: Pohl, Mark R.; Welch, Kermit A.
Subject: Re: Florida Avenue: Graham draft

4 would work for me. Mark? Kermit?

Sent using BlackBerry

From: Goldin, Steven
To: O'Keeffe, Carol B.; Bottigheimer, Nat
Cc: Pohl, Mark R.; Welch, Kermit A.
Sent: Tue Jun 22 19:39:59 2010
Subject: Re: Florida Avenue: Graham draft

I"m avail 10-11:30 and 2:30-5:00

From: O'Keeffe, Carol B.
To: Goldin, Steven; Bottigheimer, Nat
Cc: Pohl, Mark R.; Welch, Kermit A.
Sent: Tue Jun 22 19:37:27 2010
Subject: Re: Florida Avenue: Graham draft

Fairly open. Kermit and Mark need to join us

Sent using BlackBerry

From: Goldin, Steven
To: O'Keeffe, Carol B.; Bottigheimer, Nat
Sent: Tue Jun 22 19:33:51 2010
Subject: Re: Florida Avenue: Graham draft

What is your avail tomorrow to discuss this and Dunn Loring?

From: O'Keeffe, Carol B.
To: Goldin, Steven; Bottigheimer, Nat
Sent: Tue Jun 22 19:26:22 2010
Subject: Re: Florida Avenue: Graham draft

I told you there was no time period. In the absence of a time period the question would be what is reasonable if the act were challenged or otherwise questioned.. What is the business case for reopening in case someone asks? I do not want to discuss further via email.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012078

Sent using BlackBerry

From: Goldin, Steven
To: Bottigheimer, Nat; O'Keeffe, Carol B.
Sent: Tue Jun 22 18:12:33 2010
Subject: Florida Avenue: Graham draft
Carol/Nat

Comments/suggestions on this response to Jim Graham? Apparently we don't need to go back to the Board to reopen the process, unless you think we should (Section 7.38 grants me explicit authority to proceed). The only reason to go back would be due to how controversial the Banneker proposal became. The 2002 guidelines make no mention whatsoever of a time period in which Metro must process the responses, so the "reasonable" period of time discussion is moot. Please advise

Steve

Jim

The Florida Avenue RFP was issued on 8/24/07, prior to the 11/20/08 adoption of the current Joint Development Policies and Guidelines. Under the 2002 Guidelines, in the event Metro cannot come to agreement with the selected respondent, it may keep the solicitation open to negotiate with the other respondents. Accordingly, my staff will be contacting the two other respondents to commence negotiations for the site.

Steven E. Goldin
Director, Station Area Planning & Asset Management

Washington Metropolitan Area Transit Authority sgoldin@wmata.com
202-962-2616

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012079

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, June 14, 2010 5:37 PM
To: Mohsberg, Sid
Subject: Fw: JDRE Briefing with Mr. Graham (rescheduling - offering a Wed morning option)

From: Goldin, Steven
To: Bottigheimer, Nat; Pierce, Necola; Doggett, Rosalyn; Lawson, Arthuro V.
Cc: Sequeira, Loyda; Wallace, Maria A
Sent: Mon Jun 14 09:36:35 2010
Subject: Re: JDRE Briefing with Mr. Graham (rescheduling - offering a Wed morning option)

Good for me

From: Bottigheimer, Nat
To: Pierce, Necola; Goldin, Steven; Doggett, Rosalyn; Lawson, Arthuro V.
Cc: Sequeira, Loyda; Wallace, Maria A
Sent: Mon Jun 14 09:16:46 2010
Subject: RE: JDRE Briefing with Mr. Graham (rescheduling - offering a Wed morning option)
Works for me, don't know about Goldin.

From: Pierce, Necola
Sent: Monday, June 14, 2010 9:09 AM
To: Bottigheimer, Nat; Goldin, Steven; Doggett, Rosalyn; Lawson, Arthuro V.
Cc: Sequeira, Loyda; Wallace, Maria A
Subject: JDRE Briefing with Mr. Graham (rescheduling - offering a Wed morning option)
Importance: High

Good Morning:

Would you be able to meet with Mr. Graham at his office **Wednesday, June 16, at 11:00 am**? Please let me know as soon as possible so I can remove the appointment for this afternoon. Thanks

-Necola

Necola Pierce
Assistant Board Secretary, Metro
600 Fifth Street, NW
Washington, DC 20001
****
Direct: 202-962-2690
Fax: 202-962-1133

Please consider the environment before printing this email

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012080

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, June 14, 2010 10:26 AM
To: Bottigheimer, Nat
Subject: Accepted: JDRE Committee Briefing w/Graham

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012081

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, March 15, 2010 8:07 AM
To: Goldin, Steven
Subject: RE: 11 am briefing with Graham

Ok, I have the UBTI phone conference on business items at 9, but first but I need to make sure that the comparison table that Sid rearranged for me is accurate and makes sense

-----Original Message-----
From: Goldin, Steven
Sent: Monday, March 15, 2010 7:44 AM
To: Doggett, Rosalyn
Subject: Fw: 11 am briefing with Graham

Roz
Let's meet this AM to go over FL ave

----- Original Message -----
From: Bottigheimer, Nat
To: Goldin, Steven
Sent: Mon Mar 15 06:23:50 2010
Subject: 11 am briefing with Graham

Please be prepared to answer more detailed questions that Mr. Graham may have on Eisenhower, Met Branch Trail, and Fl Ave, beyond materials in power points.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012082

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, September 30, 2009 3:23 PM
To: Goldin, Steven
Subject: RE: Graham Meeting

Not beyond slightly higher price than I gave you earlier...

-----Original Message-----
From: Goldin, Steven
Sent: Wednesday, September 30, 2009 3:21 PM
To: Doggett, Rosalyn
Subject: Re: Graham Meeting

Any change beyond our recent discussion?

----- Original Message -----
From: Doggett, Rosalyn
To: Goldin, Steven
Sent: Wed Sep 30 15:19:09 2009
Subject: RE: Graham Meeting

Just got off phone with Harps

$5,035,000	100,711 sf x $50	
2,300,000	tunnel deduct	
513,120	affordable deduct	(6,414 sf x $80)
$2,222,430	price	

-----Original Message-----
From: Goldin, Steven
Sent: Wednesday, September 30, 2009 3:08 PM
To: Doggett, Rosalyn
Subject: Graham Meeting

Can u come to meeting at 4?

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, September 30, 2009 3:20 PM
To: Goldin, Steven
Subject: RE: Graham Meeting

Will do

-----Original Message-----
From: Goldin, Steven
Sent: Wednesday, September 30, 2009 3:19 PM
To: Doggett, Rosalyn
Subject: Re: Graham Meeting

Maria has location details
Bring 7 copies of updated cheat sheet reflecting latest FAR # and IZ adjustment

----- Original Message -----
From: Doggett, Rosalyn
To: Goldin, Steven
Sent: Wed Sep 30 15:16:21 2009
Subject: RE: Graham Meeting

yes

-----Original Message-----
From: Goldin, Steven
Sent: Wednesday, September 30, 2009 3:08 PM
To: Doggett, Rosalyn
Subject: Graham Meeting

Can u come to meeting at 4?

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012084

Doggett, Rosalyn

From: Bottigheimer, Nat
Sent: Tuesday, September 29, 2009 8:38 AM
To: Smith, Candace E.
Cc: Goldin, Steven; Meister, Mark K.; Doggett, Rosalyn; O'Keeffe, Carol B.; Requa, Jack; Bottigheimer, Nat
Subject: RE: Graham meeting

We're meeting with Banneker this afternoon to try to finalize price.

We are scheduled to meet with Mr. Graham in his office tomorrow to discuss details of the project with him. We can elaborate on all of the information below in greater depth tomorrow if needed.

After trying for months to arrange a long-term lease, we shifted to a sale approach because the project design requires a building to cross property lines, and Counsel told us we could not lease property where we could not get our land back in the event of our partner's default.

A sale is much quicker than a lease from an agreement point of view – the parties just have to agree on price. That's what we're meeting about this afternoon.

Mr. Albert is adamant that this item be included on the October agenda. We're ok with that as long as our appraiser can comfortably sign off on the value. The Banneker team is contesting aspects of our appraiser's work, and we are meeting this afternoon to hear their concerns. If we and our appraiser agree with their points, the final price will reflect that. If we and the appraiser do not agree with their points, we will not agree to a sale below our appraiser's estimated value.

We gave the Banneker team two choices as to how to approach the sale value – one approach was to do a straight appraisal of the value of the land reflecting 8% mandatory inclusion affordable housing guidelines for the property. We told Banneker that we thought a sale value at that amount would not encounter delays from Maryland and Virginia Board members because it would be a straight sale based on appraised value -- a normal transaction. The other approach was to deduct from the value of the land the cost of providing affordable housing on the property at the levels called for in the Duke Plan. We told Banneker that this was a much less certain approach, because it would reduce the value of the land by 50% of more, and Maryland and Virginia Board members could easily balk at that. Banneker chose straight sale based on appraised value – the normal approach. We're now negotiating price.

Mr. Graham and Mr. Catoe should be aware of a few things:

1) The value we're looking at now is much less than was proposed initially by the Banneker team – the original present value offered was about $14 million. It is about one quarter of that now. We can explain why – part is that the $14 million number did not include deductions in value resulting from building over our tunnel, which would be a deduction deducted from ANY proposer's value; part is that the $14 million number did not include deductions for including affordable housing (the reason being we wanted to compare offers on the basis of 0% affordable housing so there was a level playing field between proposals); and partly there's been a drastic reduction in development values due to the recession.

2) If the Board for any reason does not approve the sale to Banneker, or if staff are unable to reach agreement on price, the property would be available to be sold as excess property. This is a much simpler disposition process than joint development, and could be concluded by a sale to the highest bidder whose bid met or exceeded appraised value.

3) If we were to move in the direction of an excess property sale, we'd want to consider timing – this is not an optimal market to sell in. We might want to delay. However, if there are other considerations, the property could be disposed of immediately.

4) Sale of excess property would generate funds to WMATA's capital budget as opposed to the jurisdictions' TIIF fund.

There may be some other points, but these are the key ones.

Thanks,

Nat

FOIA CONFIDENTIAL TREATMENT REQUESTED

From: Smith, Candace E.
Sent: Monday, September 28, 2009 6:48 PM
To: Bottigheimer, Nat
Subject: FW: Graham meeting

Can you send me the latest and greatest about where we are on Florida Ave and what John should bring up?

Let's chat before 10 a.m. if needed.
Candace

Candace Smith
Office of the General Manager
Washington Metropolitan Area Transit Authority (Metro)
202-962-2583 (direct)
202-281-9064 (cell)

From: Lawson, Arthuro V.
Sent: Monday, September 28, 2009 11:51 AM
To: Smith, Candace E.
Cc: Sequeira, Loyda; Bottigheimer, Nat; Kline, Sarah A.; Wilson, Sara; Chisholm, Ann
Subject: RE: Graham meeting

Candace, in terms of the budget meeting location I forwarded a suggested list to others this morning I will send it to you if they intend to talk about this. We need to have a fairly large and fairly central location in the District since there will be just one meeting. I would recommend that he get the latest update from Nat on the Florida Avenue and 8th Street, NW joint development project in case Mr. Graham brings that up?

His staff had asked for WMATA FY 10 budget books. I intend to mail those today.

From: Smith, Candace E.
Sent: Monday, September 28, 2009 11:25 AM
To: Lawson, Arthuro V.
Subject: Graham meeting

Hi Art:

John will be meeting with Jim Graham tomorrow. Any issues he should bring up and be aware of so I can add them to his talking points?

Thanks

Candace Smith
Office of the General Manager
Washington Metropolitan Area Transit Authority (Metro)
202-962-2583 (direct)
202-281-9064 (cell)

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012086

Doggett, Rosalyn

From: O'Keeffe, Carol B.
Sent: Friday, September 18, 2009 9:01 AM
To: Bottigheimer, Nat; Pant, Shiva K.; Moneme, Emeka
Cc: Meister, Mark K.; Doggett, Rosalyn; Goldin, Steven; Steven Goldin; Lawson, Arthuro V.; Chisholm, Ann; Requa, Jack
Subject: RE: Briefing Graham on 9th and Howard Project

I think that it is unlikely that you will reach agreement; the proposal for a building on both the property leased from us and property that the developer owns in fee has serious legal and business impediments. Happy to meet with you to discuss.

From: Bottigheimer, Nat
Sent: Friday, September 18, 2009 8:27 AM
To: Pant, Shiva K.; Moneme, Emeka; O'Keeffe, Carol B.
Cc: Meister, Mark K.; Doggett, Rosalyn; Goldin, Steven; Steven Goldin; Lawson, Arthuro V.; Chisholm, Ann; Requa, Jack
Subject: Briefing Graham on 9th and Howard Project
Importance: High

Shiva, Emeka, and Carol –

Assuming we reach agreement with Banneker on terms today, which I'm anticipating we will, there's a good chance Neil will want an item on the October calendar to approve the terms sheet.

I'd like to have a chance to brief you on the project so you know what the issues are, and I'd like to schedule some time with Mr. Graham to bring him up to speed and advise him as to what we think next steps could be.

I think we can do this in 30 minutes. Shiva, can you let me know if this is ok, and can Cassandra set up a meeting early next week for the group of us, please?

We can discuss attendance for a meeting with Graham, but I'd suggest me, Mark Meister, Steve Goldin, Art Lawson, and Carol or a designee if she believes that is warranted.

Thanks very much,

Nat

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: O'Keeffe, Carol B.
Sent: Wednesday, June 18, 2008 12:30 PM
To: Requa, Jack; Chisholm, Ann; Pant, Shiva K.; Lawson, Arthuro V.; Heppen, Bruce P.; Washington, Joel R.; Chambliss, Leenda M.; Bottigheimer, Nat; Doggett, Rosalyn
Cc: Wilson, Sara; Black, Jeanine I; Meister, Mark K.
Subject: Re: Florida Avenue Call from Jim Graham

when are you thinking of setting up the meeting?

>>> Nat Bottigheimer 6/18/2008 11:44 AM >>>
All--

Got a call this morning from Mr. Graham. He wanted to know if we would have a chance to meet with him before next week's Executive Session to hear additional information he has gathered about the merits of the proposal that we recommended the Board approve.

I said that we'd be meeting internally on Thursday to review the information we've prepared, and that I thought we'd be able to meet with him before the Executive session next week. I also mentioned it would be best to meet with him and also a representative of the Administration at the same time.

Mr. Graham agreed that a joint meeting with Emeka or other representative before the Exec Session would be best - he opined that if we did not have this opportunity before the Executive Session that the Exec Session "would not be pretty."

Carol and we are meeting on Thursday to review the materials that have been requested and prepared - I'd like to add to our agenda for that day an item regarding presentation of materials to Mr. Graham and a mayoral representative prior to the Executive Session.

Thanks very much,

Nat

FOIA CONFIDENTIAL TREATMENT REQUESTED

Some but not all e mails on which Yohance is copied

Cc: 'Maurice Perry'; 'Anthony Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller
Subject: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW
Importance: High

Nat, Mark, Malcolm and Roz,

Below please find our thoughts on the appraisal by Harps & Harps for the WMATA-owned parcels on the 700 and 800 blocks of Florida Avenue, NW dated September 17, 2009. Based on our analysis, we would be prepared to pay WMATA a total of **$2,545,000** to purchase the parcels. Our rationale is as follows:

1. WMATA parcels actually total 28,357 SF (**as oppose to 28,892 SF** that was listed in the appraisal and mistakenly in our pro forma sent to WMATA). Our surveyor recently completed a field survey of the sites, which resulted in the following information:

	RECORD	SURVEY
Lot 31, Square 416	15,956 sq. ft.	15,944.97 sq.ft.
Lot 44, Square 393	3,799 sq. ft.	3,784.45 sq.ft.
Lot 45, Square 45	8,621 sq. ft.	8,627.48 sq.ft.
Total sq. ft.	**28,376 sq. ft.**	**28,356.90 sq. ft.**

RECORD means information shown in the District of Columbia Surveyor's Office and SURVEY means information actually gathered by the surveyor during field surveys. Also, our surveyor performed research in the D.C. Surveyor's Office and found that Lot 0018 is no longer a valid lot. WMATA performed a subdivision on lots 0012 - 0018 to create lot 0031. The subdivision was completed on December 26, 1996.

2. Total developable FAR SF of WMATA parcels should be as follows:

15,945 SF x 3.35 FAR (developable FAR according to Eric Colbert, AIA, the appraiser's consultant) = 53,415.75 SF
8,621 SF x 3.83 FAR = 33,018.43 SF
3,799 SF x 4.11 FAR = 15,613.89 SF
Total developable SF = 102,048.08 SF

Thus, no premium should be added to this 102,048 SF because the Developer is unsure if it will be able to achieve its desired density on the adjacent parcels because the buildings that are part of the development may contribute to the 9th Street Historic District, and therefore, all, or part of the buildings may need to be kept, and therefore the Developer may not be able to demolish these buildings and as a result by not be able to build out to its desired FAR for the entire project. Moreover, if the buildings are not able to be fully demolished, the Developer will have to expend significant costs to maintain all or a portion of these structures. Thus, it is inappropriate to view the entirety of the development density generated by the WMATA sites and our sites as oppose to WMATA's stand alone sites, unless WMATA is willing to discount the price that the Developer is paying for the adjacent parcels as the price has a negative economic impact on the entire project.

3. Upon review of the comps in the appraisal, and discussion with an appraiser that we often work with for projects in this area, comps should only be used that are less than 12 months old. However, since there has been a lack of sales activity in this market, the appraiser indicated that it might use comps in the last 18 months (comps 3-6), but certainly not comps in 2006 and 2007. Thus, if comp 1 (which is almost 3 years old), comp 2 (which is 24 months old) and comp 3 (which is 20 months old) were removed from the comp chart, the average sales price is $46 per FAR before any adjustments and before taking into account that the contract on the parcel at 1912 8th Street may not go for the price that its under contract for. If we use the appraiser's adjustment of 15% per year on each parcel (0.0125% deduct per month) the comp sales would indicate an adjusted price range of $41.88 (comp 4), $36.55 (comp 5) and $38.25 (comp 6 assuming property closed w/n 12 months of contract) or **average of $38.89 per FAR**. Thus, none of the last three comps sold for more than $41.88 per FAR and therefore, we believe a comparable sales value would be no more than $41.88 per FAR. If you added a location bump, we could accept a price of $45 per FAR assuming we purchased the property within 12 months of approval of a purchase agreement.

4. Thus, the Unencumbered Value of the WMATA parcels would be $45 per FAR x 102,048 or **$4,592,160**.

5. Adjustment to Value b/c of Inclusionary Zoning. A deduct to the overall value b/c of inclusion of the IZ should be calculated by taking into account the difference b/t what market rate units would generate and what IZ units would generate. Assuming that we have 8,163 SF attributed to the IZ units (8% of total buildable SF of project), and assuming that the market units would generate $2.5 SF and the IZ units would generate $1.5 SF, this would be a delta of $1 per SF. Multiplying 8,163 x $1 per SF x 12 months per year would generate a loss of $97,956 (approx $100,000) per year in loss revenue. Capping this at a 6.5% would generate a $1.538M loss.

6. Adjustment to Value b/c of Extraordinary Costs (WMATA Easements and Tunnels): **$2,300,000** (according to WMATA)

Final Value of Property Subject to IZ and WMATA Tunnels and Easements

FOIA CONFIDENTIAL TREATMENT REQUESTED

Value unencumbered: $4,592,160
Adjustments for IZ: $1,538,000
Adjustments for Extraordinary Costs: $2,300,000

Final Encumbered Value of Property: $754,160

However, the Developer would be willing to pay the following to purchase the parcels:

$1,980,000 (amount that we agreed to pay in a capitalized lease)
$350,000 (value that the EGI payments is worth)
$100,000 (Option Fee)
$115,000 (Pre-Closing payments)

TOTAL PAYMENTS TO WMATA **$2,545,000.00**

This offer assumes that WMATA will be willing to have our Term Sheet go to the Board in October, the Purchase Agreement go to the Board at the November meeting, and agree to a critical path schedule with all of WMATA's reviews.

We hope that we can meet tomorrow to wrap up the final terms of the Revised Term Sheet.

Thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, March 18, 2010 5:17 PM
To: Montague, Joshua W.
Cc: Goldin, Steven
Subject: RE: Florida Avenue - Term Sheet

As a result of the meeting yesterday with the chair of our RE Committee, please remove the not to be unreasonably withheld clause at the end of Section 1.2.
Thank you.

From: Montague, Joshua W.
Sent: Wednesday, March 17, 2010 3:06 PM
To: Goldin, Steven; Doggett, Rosalyn
Subject: RE: Florida Avenue - Term Sheet

Here is the revised Term Sheet with language to clarify that it is a singular 25 year period.

From: Goldin, Steven
Sent: Wednesday, March 17, 2010 1:17 PM
To: Doggett, Rosalyn; Montague, Joshua W.
Subject: Re: Florida Avenue - Term Sheet

Ok

From: Doggett, Rosalyn
To: Montague, Joshua W.
Cc: Goldin, Steven
Sent: Wed Mar 17 13:06:28 2010
Subject: RE: Florida Avenue - Term Sheet
I have reviewed the red line parts and the capital events write-up. They look fine to me. I do not think it necessary to keep language about the DSCR since it was put in there to protect our chances of getting something from the Surplus Cash part of EGI.

From: Montague, Joshua W.
Sent: Tuesday, March 16, 2010 5:03 PM
To: Doggett, Rosalyn
Cc: Goldin, Steven
Subject: RE: Florida Avenue - Term Sheet

1. The following language was in the EGI section:
   At all times during the Lease term, the debt service coverage ratio on any senior loans, other than HUD-insured senior loans or public subsidies, shall be no less than 1.20:1.00.
   Should this still be included in the term sheet somewhere?

2. This is a redline off of WMATA's previous version. Working off of the Developer's blue line of our redline was making my eyes hurt. Once this draft gets everyone's OK, I will send this and a clean version.

3. I sent to Carol and Bruce to see if they need to review *before* we transmit to the Developer. I will let you know ASAP.

Josh

From: Doggett, Rosalyn
Sent: Tuesday, March 16, 2010 4:33 PM

FOIA CONFIDENTIAL TREATMENT REQUESTED

To: Montague, Joshua W.
Subject: FW: Florida Avenue - Term Sheet

Josh, can you do?

From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, March 16, 2010 4:30 PM
To: Doggett, Rosalyn
Cc: Goldin, Steven; Montague, Joshua W.; Bottigheimer, Nat; Tiwana Hicks; Anthony James Ives
Subject: Re: Florida Avenue - Term Sheet

Roz,

Thanks for your comments. For the sake of getting this thing done this week, we are acceptable to your comments.

Please send a final clean version to us.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
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(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Doggett, Rosalyn" <RDoggett@wmata.com>
Date: Tue, 16 Mar 2010 16:03:00 -0400
To: Omar A. Karim<okarim@bannekerventures.com>
Cc: Goldin, Steven<sgoldin@wmata.com>; Montague, Joshua W.<jwmontague@wmata.com>; Bottigheimer, Nat<NBottigheimer@wmata.com>
Subject: RE: Florida Avenue - Term Sheet

Omar,

We have reviewed your points below as well as the "blue line" you sent us and have the following to relate:

We will accept your comments on items 1, 2 and 4. On item 1, you are correct, in your e-mail about increasing your offer to $5.2 million indicated that you were including the value of Effective Gross Income (EGI) participation. On item 2, we have no problem with keying the deadline to lease closing. On item 4, which you newly raise, we can agree as we will value the land as if vacant in year 50 (per draft lease language) and have a 3% annual escalation per the term sheet. Just to be clear on item 4, we are talking about a total 75-year lease: a 50 year initial term and 25 year extension.

With respect to item 3, we hold to the language that we sent you and reiterate the reasoning that Josh gave you . The capital event exclusions that you had-- transfers among existing members and to wholly owned entities and transfer of interests in publicly traded entities-- could all be profitable events in which WMATA should participate. Hence, we cannot agree to excluding them. And, in a refinancing we are talking about getting only 2% of proceeds after original senior project mortgage debt, which debt according to your pro forma represents 70% of project cost. So given that we are getting no EGI, we do not think it reasonable to further water down the 2% refinancing proceeds that we participate in and cannot agree to do so.

We are available to discuss further if need be.

Roz

Sent: Tuesday, March 16, 2010 11:17 AM
To: Montague, Joshua W.; 'Tiwana Hicks'
Cc: Doggett, Rosalyn; Goldin, Steven; 'Anthony Ives'; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov
Subject: RE: Florida Avenue - Term Sheet
Importance: High

FOIA CONFIDENTIAL TREATMENT REQUESTED

Josh,

Attached please find our comments to the Term Sheet. All comments are consistent with our recent emails and meeting a few weeks ago. Three points of note:

1. Getting our investors to increase the capitalized lease from $2.8M to $5.2M required us to remove the EGI participation in order to made the deal work;
2. Getting to grade will be based on a certain number of days from Closing as oppose to execution of the JDA;
3. The terms that we previously negotiated on what triggers Capital Event participation (transfers, etc.) must remain the same; and
4. Since we decreased the lease from 99 years to 75 years, our investors require one option period of 25 years as oppose to several which the term sheet was unclear about.

Can we meet this week to finalize the document? We are available tomorrow after 10, Thursday after 12 and Friday except 1-2:30.

Thanks.

Omar

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Banneker Ventures, LLC
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(202) 393-5462 fax
(301) 523-1810 cell

From: Montague, Joshua W. [mailto:jwmontague@wmata.com]
Sent: Friday, March 12, 2010 9:08 AM
To: okarim@bannekerventures.com; Tiwana Hicks
Cc: Doggett, Rosalyn; Goldin, Steven
Subject: RE: Florida Avenue - Term Sheet

Attached is a redline version of this document.

Please feel free to contact me with any questions.

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority
600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

The information contained in this email may be confidential and/or legally privileged. It has been sent for the sole use of the intended recipient(s). If the reader of this message is not an intended recipient, you are hereby notified that any unauthorized review, use, disclosure, dissemination, distribution, or copying of this communication, or any of its contents, is strictly prohibited. If you have received this communication in error, please contact the sender by reply email and destroy all copies of the original message.

From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, March 11, 2010 5:46 PM
To: Montague, Joshua W.; Tiwana Hicks
Cc: Doggett, Rosalyn; Goldin, Steven
Subject: Re: Florida Avenue - Term Sheet

Josh,

Thanks for the term sheet. Can you forward this as a redline to the last version. Would make it much easier for us to go to the changes made versus having our counsel comb through the entire agreement line by line.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Thanks in advance.

Omar

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729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Montague, Joshua W." <jwmontague@wmata.com>
Date: Wed, 10 Mar 2010 16:44:09 -0500
To: Omar A. Karim<okarim@bannekerventures.com>; 'Tiwana Hicks'<thicks@bannekerventures.com>
Cc: Doggett, Rosalyn<RDoggett@wmata.com>; Goldin, Steven<sgoldin@wmata.com>
Subject: RE: Florida Avenue - Term Sheet

Omar and Tiwana,

The updated draft of the Term Sheet is attached hereto.

We have incorporated the lease execution and foundation completion dates in the second schedule that Tiwanna sent us (this shows 21, instead of 20 months as in the Nov term sheet, to get to lease closing and 7 months after that to get to foundation completion, the latter not having been addressed in the Nov term sheet).

We have eliminated exclusions from the capital events definition that seem to us to be the equivalent of profit making events in which WMATA should share,
namely transfers among existing members and to wholly-owned entities and transfers of interests in publicly traded entities—all of which allow buyouts by partners, which *are* capital events. Given Metro's modest 2% stake in capital events, we cannot see that this is at issue.

We have clarified net capital event proceeds to exclude any payouts below the retirement of original senior mortgage debt. This again is to eliminate carve outs that further reduce Metro's limited 2% participation.

Please do not hesitate to contact me with any questions.

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority
600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

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From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, March 09, 2010 11:29 PM
To: 'Tiwana Hicks'; Montague, Joshua W.
Cc: Doggett, Rosalyn
Subject: RE: Florida Avenue - Term Sheet

Thanks Josh.

FOIA CONFIDENTIAL TREATMENT REQUESTED

From: Montague, Joshua W. [mailto:jwmontague@wmata.com]
Sent: Tuesday, March 09, 2010 6:55 PM
To: okarim@bannekerventures.com; Tiwana Hicks
Cc: Doggett, Rosalyn
Subject: Florida Avenue - Term Sheet

Omar and Tiwana,

We were hoping to provide the updated draft of the Term Sheet by COB today. Unfortunately, we are still waiting for principals to approve.

I hope to have for you tomorrow morning. Please feel free to call me with any questions.

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority
600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012095

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, March 18, 2010 5:03 PM
To: Goldin, Steven
Subject: FW: Followup on Florida Avenue

In answer to your question of a few minutes ago...

From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, February 25, 2010 3:50 PM
To: Anthony James Ives; Tiwana Hicks; Doggett, Rosalyn
Cc: Eric Smart; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Montague, Joshua W.; Goldin, Steven; Bushnaq, Tariq
Subject: Re: Followup on Florida Avenue

Roz,

When do you need responses for these items? As you know, bc of the birth of my child, I will be out for a few days and we will need to coordinate with the GC, our legal counsel and investor re 2, 3, 8 and 9. The balance of the responses are below:

1. The location of the spaces haven't been finalized yet as we are considering either having (a) 1 level of parking under each of the larger bldgs which we proposed in our initial submittal, or (b) use a mechanical system at level G1 of one bldg which would accommodate the 41 spaces. Based on the 153,000 sf, zoning would require 55 spaces. However, we met with OP and they expressed their interest in having us build less parking spaces for the project, even less than what zoning requires. This could be accomplished either through the BZA or Zoning Commission through a PUD, which they fully support.

4. 70 yrs is fine.

5. Yes. However, as previously discussed, bc Graham wanted us to do a lease vs a sale, he and I, and then Catoe and the staff, agreed that we would replace BACDC in the future as they were comfortable with a sale but not a lease.

6. Graham agreed to the adjustment and Catoe was fine with it. We will review what we sent you re the adjustment amount.

7. Ok. Our GC will provide a bond from an insurer of at least AA similar to what you've seen on other wmata projects.

Omar

Omar A. Karim
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(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Doggett, Rosalyn" <RDoggett@wmata.com>
Date: Thu, 25 Feb 2010 13:51:49 -0500
To: Omar A. Karim<okarim@bannekerventures.com>; aives@bannekerventures.com<aives@bannekerventures.com>; 'Tiwana Hicks'<thicks@bannekerventures.com>
Cc: Goldin, Steven<sgoldin@wmata.com>; eric.smart@bolansmart.com<eric.smart@bolansmart.com>; Montague, Joshua W.<jwmontague@wmata.com>; Bushnaq, Tariq<TBushnaq@wmata.com>
Subject: Followup on Florida Avenue

Good afternoon, Omar. Per our staff review this morning, we have the following comments/requests:

1. Parking feasibility- where will the 41 spaces go, precisely, and how will you be able to justify only 41 spaces for 153,000 gsf of residential and retail vis a vis zoning regulations and market?
2. What type of foundation system are you using to support the light gauge steel construction? The question, of course, relates to how you will span our tunnels.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012096

3. We think that with a 20% IRR to the developer, the return on adjusted gross income from capital event refinancing proceeds should be 10% of adjusted gross proceeds. Also, exclusions from capital events should be limited to estate transfers and to inclusion of equity/debt partners where no profit to participants is involved. They should definitely not include transfers among partners.
4. From discussions with other developers and comments from time to time from our board members, we believe that a 70 year lease would be sufficient and are requesting a reduction from 99 years.
5. Please reaffirm that BACDC is still in the deal as a development/financial partner.
6. On the cost credit for your consideration of a sale vs. lease this past Sept/Oct, please provide certification that Mr. Catoe or Mr. Graham offered that adjustment. Secondly, please be aware that from what you sent us previously, we can validate at best $30,000 if you still want to include this item in a term sheet.
7. We still need a development guaranty from a third party rated at least AA.
8. Please attach an updated schedule. We will include language in our agreement, per Board request, that if a foundation to street level is not provided by a date x , the project will revert to WMATA.
9. I want to reiterate the need for the pro formas and elevations/plans and, also, itemized sources of funds for development which I did not ask for yesterday.

Items 8 and 9 are important to get ASAP because the project has changed.

On a happy note, congratulations on your new son. Great news!

I look forward to your response.
Roz

Rosalyn P. Doggett
Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

rdoggett@wmata.com
202-962-2208 phone
202-962-2396 fax

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012097

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, March 17, 2010 1:06 PM
To: Montague, Joshua W.
Cc: Goldin, Steven
Subject: RE: Florida Avenue - Term Sheet

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Sent: Tuesday, March 16, 2010 5:03 PM
To: Doggett, Rosalyn
Cc: Goldin, Steven
Subject: RE: Florida Avenue - Term Sheet

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Josh

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Sent: Tuesday, March 16, 2010 4:33 PM
To: Montague, Joshua W.
Subject: FW: Florida Avenue - Term Sheet

Josh, can you do?

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Sent: Tuesday, March 16, 2010 4:30 PM
To: Doggett, Rosalyn
Cc: Goldin, Steven; Montague, Joshua W.; Bottigheimer, Nat; Tiwana Hicks; Anthony James Ives
Subject: Re: Florida Avenue - Term Sheet

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Please send a final clean version to us.

Omar

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(202) 393-5462 fax

FOIA CONFIDENTIAL TREATMENT REQUESTED

(301) 523-1810 cell
okarim@bannekerventures.com

From: "Doggett, Rosalyn" <RDoggett@wmata.com>
Date: Tue, 16 Mar 2010 16:03:00 -0400
To: Omar A. Karim<okarim@bannekerventures.com>
Cc: Goldin, Steven<sgoldin@wmata.com>; Montague, Joshua W.<jwmontague@wmata.com>; Bottigheimer, Nat<NBottigheimer@wmata.com>
Subject: RE: Florida Avenue - Term Sheet

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Cc: Doggett, Rosalyn; Goldin, Steven; 'Anthony Ives'; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov
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Importance: High

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729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012099

(202) 393-5462 fax
(301) 523-1810 cell

From: Montague, Joshua W. [mailto:jwmontague@wmata.com]
Sent: Friday, March 12, 2010 9:08 AM
To: okarim@bannekerventures.com; Tiwana Hicks
Cc: Doggett, Rosalyn; Goldin, Steven
Subject: RE: Florida Avenue - Term Sheet

Attached is a redline version of this document.

Please feel free to contact me with any questions.

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority
600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

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From: "Montague, Joshua W." <jwmontague@wmata.com>
Date: Wed, 10 Mar 2010 16:44:09 -0500
To: Omar A. Karim<okarim@bannekerventures.com>; 'Tiwana Hicks'<thicks@bannekerventures.com>
Cc: Doggett, Rosalyn<RDoggett@wmata.com>; Goldin, Steven<sgoldin@wmata.com>
Subject: RE: Florida Avenue - Term Sheet

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Please do not hesitate to contact me with any questions.

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority
600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

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Sent: Tuesday, March 09, 2010 11:29 PM
To: 'Tiwana Hicks'; Montague, Joshua W.
Cc: Doggett, Rosalyn
Subject: RE: Florida Avenue - Term Sheet

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Cc: Doggett, Rosalyn
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FOIA CONFIDENTIAL TREATMENT REQUESTED

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Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, March 16, 2010 5:14 PM
To: 'eric.smart@bolansmart.com'
Subject: FW: Follow-up re Jazz @ Florida Avenue

From: Doggett, Rosalyn
Sent: Wednesday, February 24, 2010 4:47 PM
To: 'Omar A. Karim'
Subject: RE: Follow-up re Jazz @ Florida Avenue

Omar, thanks very much for the response and for the effort that has gone in to improve the offer. I would like to ask you to send as supplemental information a new site plan and elevations showing the configuration and building heights by parcel that you are anticipating. We will need this as soon as possible as we will be reviewing this project with principals of the agency on Monday. Similarly, we will need revised development and operating pro formas as we will most certainly be questioned about whether we have reviewed the numbers and think that they are feasible. Some time has now gone by since receipt of the last set, and the construction method has changed. Both the plans/elevations and pro formas will be needed in order to make the best possible case for the revised offer.

Thanks in advance for your cooperation. Please call me if you need further detail or want to discuss.
Roz

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, February 23, 2010 4:54 PM
To: Doggett, Rosalyn
Cc: 'Anthony James Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Bottigheimer, Nat; Goldin, Steven
Subject: Follow-up re Jazz @ Florida Avenue
Importance: High

Roz,

Per our call this morning, Banneker, our develop partner and investors for The Jazz @ Florida Avenue project (collectively, the "Developer") are prepared to increase our offer to WMATA as follows:

1. Make a capitalized lease payment of **$5.2M** at Closing. This is a 130% increase in value over WMATA's appraised value of $2.2M, and a 70% increase in value over our previous base offer of $3.03M, which includes the NPV of the capitalized lease plus the NPV of the EGI payments. This base offer is inclusive of the projected **$2.8M loss in land value** (as calculated by WMATA's appraiser Richard Harps) due to the 8% IZ requirement and the additional hard and soft costs incurred by the Project as a result of building over the WMATA tunnel.

2. Because of some of the concerns raised by WMATA staff, we would are prepared to move forward with developing the Project solely on the WMATA parcels (28,347 SF). We will forgo our purchase of the adjacent 9th Street parcels, thereby relieving any potential complications that would arise with the necessity of a Co-Tenancy Agreement, also allowing us to free up capital that would have been used toward purchasing those parcels, and instead use these funds to pay WMATA more funds at Closing. We will also not pursue an alley closing.

3. We will build the project at 4.5 FAR (as of right if not for the mandatory IZ rules that went into effect after our selection) plus the 20% bonus (0.9 FAR) that we would get because of the IZ units, bringing the total FAR to 5.4 FAR. The Project will consist of 153,000 GSF, with 137 residential units (with 12 IZ units), 14,000 SF and 41 parking spaces. Developer would pay WMATA an agreed upon rate of $ per FAR for any SF that it builds above the 153,000 SF.

4. The initial term of the lease will be for 50 years, with a 49 year option and resets to market value every 10 years after the initial 50 year term.

5. All other terms will remain consistent (i.e., participation in Capital Events, etc.).

A $5.2M upfront, non-contingent payment to WMATA is significantly higher than the recent appraisal completed by WMATA and close to our initial offer to WMATA in 2007, excluding the imposition of the IZ units and market conditions. Based on our analysis of our initial offer, **the NPV of the offer, using reasonable interest rate assumptions, would have been about $11M,** which is no where close to the $14M that WMATA staff informed us that this is what they calculated our offer to be. If this is the case, assuming that the market conditions brought the value down by 20% (which is conservative), this would bring the offer from $11M to $8.8M. Because we have to build IZ units, which force us to go from a stick build construction type to a light gauge steel product, and at the same time loose money on all of the IZ units as they do not support themselves without a subsidy, which the District does not provide for IZ units, this causes

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the value of the offer to go from $8.8M to the $5.2M that we are now offering, excluding WMATA's other participation rights in the Project.

As we have discussed previously, to date, the Developer has incurred over $1M since being selected by WMATA. We continue to remain hopeful that the exhaustive amount of money and time spent by Developer and WMATA in bringing this Project will produce a TOD project that all parties can be proud of. We look forward to seeing you on Friday at 2:30 and finalizing this last term of the deal so that we can get the JDA and Lease complete and presented to the Board at the next possible Board meeting. Should you have any questions prior to Friday, please feel free to contact us.

Warmest regards, I remain

Sincerely,

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, March 16, 2010 5:12 PM
To: 'eric.smart@bolansmart.com'
Subject: RE: Florida Avenue - Term Sheet

Yes, it looks like I sent you a table instead of his actual e-mail which I will send you for record purposes.

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Subject: FW: Florida Avenue - Term Sheet

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Cc: Goldin, Steven; Montague, Joshua W.; Bottigheimer, Nat; Tiwana Hicks; Anthony James Ives
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Please send a final clean version to us.

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To: Omar A. Karim<okarim@bannekerventures.com>
Cc: Goldin, Steven<sgoldin@wmata.com>; Montague, Joshua W.<jwmontague@wmata.com>; Bottigheimer, Nat<NBottigheimer@wmata.com>
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With respect to item 3, we hold to the language that we sent you and reiterate the reasoning that Josh gave you . The capital event exclusions that you had-- transfers among existing members and to wholly owned entities and transfer of

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Subject: RE: Florida Avenue - Term Sheet
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From: Montague, Joshua W. [mailto:jwmontague@wmata.com]
Sent: Friday, March 12, 2010 9:08 AM
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Cc: Doggett, Rosalyn; Goldin, Steven
Subject: RE: Florida Avenue - Term Sheet

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Roz

FOIA CONFIDENTIAL TREATMENT REQUESTED

Sent: Tuesday, March 16, 2010 11:17 AM
To: Montague, Joshua W.; 'Tiwana Hicks'
Cc: Doggett, Rosalyn; Goldin, Steven; 'Anthony Ives'; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov
Subject: RE: Florida Avenue - Term Sheet
Importance: High

Josh,

Attached please find our comments to the Term Sheet. All comments are consistent with our recent emails and meeting a few weeks ago. Three points of note:

1. Getting our investors to increase the capitalized lease from $2.8M to $5.2M required us to remove the EGI participation in order to made the deal work;
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Can we meet this week to finalize the document? We are available tomorrow after 10, Thursday after 12 and Friday except 1-2:30.

Thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell

From: Montague, Joshua W. [mailto:jwmontague@wmata.com]
Sent: Friday, March 12, 2010 9:08 AM
To: okarim@bannekerventures.com; Tiwana Hicks
Cc: Doggett, Rosalyn; Goldin, Steven
Subject: RE: Florida Avenue - Term Sheet

Attached is a redline version of this document.

Please feel free to contact me with any questions.

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority
600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

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From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, March 11, 2010 5:46 PM
To: Montague, Joshua W.; Tiwana Hicks
Cc: Doggett, Rosalyn; Goldin, Steven
Subject: Re: Florida Avenue - Term Sheet

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012114

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Thanks in advance.

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From: "Montague, Joshua W." <jwmontague@wmata.com>
Date: Wed, 10 Mar 2010 16:44:09 -0500
To: Omar A. Karim<okarim@bannekerventures.com>; 'Tiwana Hicks'<thicks@bannekerventures.com>
Cc: Doggett, Rosalyn<RDoggett@wmata.com>; Goldin, Steven<sgoldin@wmata.com>
Subject: RE: Florida Avenue - Term Sheet

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namely transfers among existing members and to wholly-owned entities and transfers of interests in publicly traded entities—all of which allow buyouts by partners, which *are* capital events. Given Metro's modest 2% stake in capital events, we cannot see that this is at issue.

We have clarified net capital event proceeds to exclude any payouts below the retirement of original senior mortgage debt. This again is to eliminate carve outs that further reduce Metro's limited 2% participation.

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From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, March 09, 2010 11:29 PM
To: 'Tiwana Hicks'; Montague, Joshua W.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012115

Cc: Doggett, Rosalyn
Subject: RE: Florida Avenue - Term Sheet

Thanks Josh.

From: Montague, Joshua W. [mailto:jwmontague@wmata.com]
Sent: Tuesday, March 09, 2010 6:55 PM
To: okarim@bannekerventures.com; Tiwana Hicks
Cc: Doggett, Rosalyn
Subject: Florida Avenue - Term Sheet

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012116

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, March 16, 2010 4:03 PM
To: 'Omar A. Karim'
Cc: Goldin, Steven; Montague, Joshua W.; Bottigheimer, Nat
Subject: RE: Florida Avenue - Term Sheet

Omar,

We have reviewed your points below as well as the "blue line" you sent us and have the following to relate:

We will accept your comments on items 1, 2 and 4. On item 1, you are correct, in your e-mail about increasing your offer to $5.2 million indicated that you were including the value of Effective Gross Income (EGI) participation. On item 2, we have no problem with keying the deadline to lease closing. On item 4, which you newly raise, we can agree as we will value the land as if vacant in year 50 (per draft lease language) and have a 3% annual escalation per the term sheet. Just to be clear on item 4, we are talking about a total 75-year lease: a 50 year initial term and 25 year extension.

With respect to item 3, we hold to the language that we sent you and reiterate the reasoning that Josh gave you . The capital event exclusions that you had-- transfers among existing members and to wholly owned entities and transfer of interests in publicly traded entities-- could all be profitable events in which WMATA should participate. Hence, we cannot agree to excluding them. And, in a refinancing we are talking about getting only 2% of proceeds after original senior project mortgage debt, which debt according to your pro forma represents 70% of project cost. So given that we are getting no EGI, we do not think it reasonable to further water down the 2% refinancing proceeds that we participate in and cannot agree to do so.

We are available to discuss further if need be.

Roz

Sent: Tuesday, March 16, 2010 11:17 AM
To: Montague, Joshua W.; 'Tiwana Hicks'
Cc: Doggett, Rosalyn; Goldin, Steven; 'Anthony Ives'; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov
Subject: RE: Florida Avenue - Term Sheet
Importance: High

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Thanks.

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Sent: Friday, March 12, 2010 9:08 AM
To: okarim@bannekerventures.com; Tiwana Hicks
Cc: Doggett, Rosalyn; Goldin, Steven
Subject: RE: Florida Avenue - Term Sheet

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To: Omar A. Karim<okarim@bannekerventures.com>; 'Tiwana Hicks'<thicks@bannekerventures.com>
Cc: Doggett, Rosalyn<RDoggett@wmata.com>; Goldin, Steven<sgoldin@wmata.com>
Subject: RE: Florida Avenue - Term Sheet

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012118

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Sent: Tuesday, March 09, 2010 11:29 PM
To: 'Tiwana Hicks'; Montague, Joshua W.
Cc: Doggett, Rosalyn
Subject: RE: Florida Avenue - Term Sheet

Thanks Josh.

From: Montague, Joshua W. [mailto:jwmontague@wmata.com]
Sent: Tuesday, March 09, 2010 6:55 PM
To: okarim@bannekerventures.com; Tiwana Hicks
Cc: Doggett, Rosalyn
Subject: Florida Avenue - Term Sheet

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012119

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, March 16, 2010 3:16 PM
To: Goldin, Steven; Montague, Joshua W.; Bottigheimer, Nat
Subject: RE: Florida Avenue - Term Sheet

Regarding Omar's 4 POINTS below:

1. Omar did say in his e-mail of 2/23 in which he offered $5.2 million at closing that he was incorporating the npv of Effective Gross Income (Eric calculated its worth $843,000 npv). WE WILL RELUCTANTLY ACCEPT OMAR'S POINT ON THIS ONE.
2. No problem with this change; it is another way of saying the same thing. WE WILL ACCEPT OMAR'S POINT ON THIS ONE.
3. We should stick to our definitions in the capital events section especially since we no longer have a participation in Effective Gross Income and our 2% interests should not be diluted as Josh wrote when he sent Omar the revised term sheet last week . WE WILL NOT ACCEPT OMAR's POINT ON THIS ONE.
4. To the best of my knowledge this is an entirely NEW POINT. I do not mind conceding as 1) it is quite possible that as one nears the end of a lease term, the value will not increase and 2) we have a 3%/year escalator on the rent for the following 25 years after a reset in year 50. WE WILL ACCEPT OMAR'S POINT ON THIS ONE.

   Per Steve's request, we will clarify with Omar that he is talking about a total lease term of 75 years.

(The blue line that Omar sent back today contains a few changes from what he supposedly "agreed to" in November. In other words, when it comes to Metro wanting changes, there can be none. When it come to Banneker wanting changes, that's ok. Also, let's be very clear that when Omar says "my investors" he has given us no information about "my investors." Therefore, one has to assume that he is referring to his own desires.)

I will shortly e-mail Omar, regarding our conclusions on the 4 points.

From: Goldin, Steven
Sent: Tuesday, March 16, 2010 11:39 AM
To: Montague, Joshua W.; Bottigheimer, Nat
Cc: Doggett, Rosalyn
Subject: RE: Florida Avenue - Term Sheet

We need to bring this to closure. Roz and Josh, what do you recommend as a compromise on all 4 issues?
Steve

From: Montague, Joshua W.
Sent: Tuesday, March 16, 2010 11:37 AM
To: Goldin, Steven; Bottigheimer, Nat
Cc: Doggett, Rosalyn
Subject: RE: Florida Avenue - Term Sheet

I do not believe we have agreed on these terms.

#2 – The point of the time limit to get to grade is to ensure that this project does not linger. By tying it to closing, the developer can let the project linger by just pushing back closing. Additionally, WMATA does not get paid until closing. So, this time limit also ensures that the developer closes in a timely fashion and WMATA gets its money.

#3 – There were Capital Events in the previous version of the Term Sheet that went to the WMATA Board in November. Some of these Capital Event terms could allow the Developer to easily skirt around WMATA's participation (e.g., sales to other members or sales to wholly owned entities or sales to publicly traded companies).

Josh

From: Goldin, Steven
Sent: Tuesday, March 16, 2010 11:30 AM
To: Bottigheimer, Nat
Cc: Doggett, Rosalyn; Montague, Joshua W.
Subject: RE: Florida Avenue - Term Sheet

Josh/Roz

Have we agreed to all of these items?

FOIA CONFIDENTIAL TREATMENT REQUESTED

1 and 4 are pretty major changes at this point. Is there a market reset on the 25 year ground lease extension?

Steve

From: Bottigheimer, Nat
Sent: Tuesday, March 16, 2010 11:25 AM
To: Goldin, Steven
Cc: Doggett, Rosalyn
Subject: Re: Florida Avenue - Term Sheet

Pls update all materials to reflect these changes, including comparison of terms spreadsheet.

From: Goldin, Steven
To: Bottigheimer, Nat
Sent: Tue Mar 16 11:18:52 2010
Subject: FW: Florida Avenue - Term Sheet
fyi

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, March 16, 2010 11:17 AM
To: Montague, Joshua W.; 'Tiwana Hicks'
Cc: Doggett, Rosalyn; Goldin, Steven; 'Anthony Ives'; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov
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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012121

Josh Montague

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Cc: Doggett, Rosalyn<RDoggett@wmata.com>; Goldin, Steven<sgoldin@wmata.com>
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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012123

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, March 16, 2010 12:10 PM
To: 'eric.smart@bolansmart.com'
Subject: FW: Florida Avenue - Term Sheet URGENT
Attachments: WMATA Amended Term Sheet for Lease of Florida Ave Sites (Developer comments as of 3-16-10).doc

Importance: High

Any thoughts on points 1,3,4? Need them in the next few hours. Thanks

---

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, March 16, 2010 11:17 AM
To: Montague, Joshua W.; 'Tiwana Hicks'
Cc: Doggett, Rosalyn; Goldin, Steven; 'Anthony Ives'; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov
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Cc: Doggett, Rosalyn<RDoggett@wmata.com>; Goldin, Steven<sgoldin@wmata.com>
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We have incorporated the lease execution and foundation completion dates in the second schedule that Tiwanna sent us (this shows 21, instead of 20 months as in the Nov term sheet, to get to lease closing and 7 months after that to get to foundation completion, the latter not having been addressed in the Nov term sheet).

We have eliminated exclusions from the capital events definition that seem to us to be the equivalent of profit making events in which WMATA should share,
namely transfers among existing members and to wholly-owned entities and transfers of interests in publicly traded entities—all of which allow buyouts by partners, which *are* capital events. Given Metro's modest 2% stake in capital events, we cannot see that this is at issue.

We have clarified net capital event proceeds to exclude any payouts below the retirement of original senior mortgage debt. This again is to eliminate carve outs that further reduce Metro's limited 2% participation.

Please do not hesitate to contact me with any questions.

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority
600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

FOIA CONFIDENTIAL TREATMENT REQUESTED

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From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, March 09, 2010 11:29 PM
To: 'Tiwana Hicks'; Montague, Joshua W.
Cc: Doggett, Rosalyn
Subject: RE: Florida Avenue - Term Sheet

Thanks Josh.

From: Montague, Joshua W. [mailto:jwmontague@wmata.com]
Sent: Tuesday, March 09, 2010 6:55 PM
To: okarim@bannekerventures.com; Tiwana Hicks
Cc: Doggett, Rosalyn
Subject: Florida Avenue - Term Sheet

Omar and Tiwana,

We were hoping to provide the updated draft of the Term Sheet by COB today. Unfortunately, we are still waiting for principals to approve.

I hope to have for you tomorrow morning. Please feel free to call me with any questions.

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority
600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

The information contained in this email may be confidential and/or legally privileged. It has been sent for the sole use of the intended recipient(s). If the reader of this message is not an intended recipient, you are hereby notified that any unauthorized review, use, disclosure, dissemination, distribution, or copying of this communication, or any of its contents, is strictly prohibited. If you have received this communication in error, please contact the sender by reply email and destroy all copies of the original message.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012126

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, March 15, 2010 2:33 PM
To: Bushnaq, Tariq
Subject: FW: Updated Project Schedule
Attachments: Jazz @ Florida Avenue - Project Schedule (as of 3-8-2010) (WMATA).pdf

---

From: Tiwana Hicks [mailto:thicks@bannekerventures.com]
Sent: Monday, March 08, 2010 1:04 PM
To: eric.smart@bolansmart.com; Doggett, Rosalyn; Goldin, Steven
Cc: okarim@bannekerventures.com; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov
Subject: Updated Project Schedule

Ms. Doggett,

Attached please find the updated project schedule reflecting approximately 630 days from JDA Execution to Closing (see line 11). Based on the 2 year delay that the parties have incurred from the initial approval of the Term Sheet by WMATA, we feel this is a very reasonable yet aggressive schedule. Also below please find Clark Builder's Group cost assessment of the Site security scenarios we discussed at our meeting on March 2nd.

"For this exercise I have assumed that all 3 parcels are at the same point in construction, although in actuality there will be a slight stagger in construction sequencing between each building.

Scenario 1 assumes excavation and sheeting & shoring operations are 100% complete. Concrete work has not started. The cost to refill the excavated holes, clean up and regrade the site, and stabilize the site would be approximately $325,000.
Scenario 2 assumes excavation and sheeting & shoring operations are 100% complete. Concrete slab on grade and foundation walls are complete, but the columns and elevated slab have not started. The cost to clean up and regrade the site, install the elevated slab, stairs, temporary waterproofing over the slab, doors and electric would be approximately $956,000.
Scenario 3 assumes the garage levels are 100% complete, including being dried in and secured. Concrete work is completed to the slab over the retail level. The cost to clean up the site, install temporary skin at the ground level, temporary waterproofing over the slab, doors and electric would be approximately $422,000."

Please let us know if you have any further questions. Thanks in advance.

Tiwana

Tiwana Z. Hicks
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thicks@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012127

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Sunday, March 14, 2010 8:38 PM
To: Bottigheimer, Nat
Cc: Goldin, Steven; Montague, Joshua W.
Subject: FW: Followup on Florida Avenue

See item 5 below which is the source of the statement that BACDC is no longer in the deal.

Steve is correct that we subsequently discussed this with Omar and agreed to put language in the term sheet that a future development partner would be approved by WMATA.

From: Omar Karim [okarim@bannekerventures.com]
Sent: Thursday, February 25, 2010 3:50 PM
To: Anthony James Ives; Tiwana Hicks; Doggett, Rosalyn
Cc: Eric Smart; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Montague, Joshua W.; Goldin, Steven; Bushnaq, Tariq
Subject: Re: Followup on Florida Avenue

Roz,

When do you need responses for these items? As you know, bc of the birth of my child, I will be out for a few days and we will need to coordinate with the GC, our legal counsel and investor re 2, 3, 8 and 9. The balance of the responses are below:

1. The location of the spaces haven't been finalized yet as we are considering either having (a) 1 level of parking under each of the larger bldgs which we proposed in our initial submittal, or (b) use a mechanical system at level G1 of one bldg which would accommodate the 41 spaces. Based on the 153,000 sf, zoning would require 55 spaces. However, we met with OP and they expressed their interest in having us build less parking spaces for the project, even less than what zoning requires. This could be accomplished either through the BZA or Zoning Commission through a PUD, which they fully support.

4. 70 yrs is fine.

5. Yes. However, as previously discussed, bc Graham wanted us to do a lease vs a sale, he and I, and then Catoe and the staff, agreed that we would replace BACDC in the future as they were comfortable with a sale but not a lease.

6. Graham agreed to the adjustment and Catoe was fine with it. We will review what we sent you re the adjustment amount.

7. Ok. Our GC will provide a bond from an insurer of at least AA similar to what you've seen on other wmata projects.

Omar
Omar A. Karim
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(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Doggett, Rosalyn" <RDoggett@wmata.com>
Date: Thu, 25 Feb 2010 13:51:49 -0500
To: Omar A. Karim<okarim@bannekerventures.com>; aives@bannekerventures.com<aives@bannekerventures.com>; 'Tiwana Hicks'<thicks@bannekerventures.com>
Cc: Goldin, Steven<sgoldin@wmata.com>; eric.smart@bolansmart.com<eric.smart@bolansmart.com>; Montague, Joshua W.<jwmontague@wmata.com>; Bushnaq, Tariq<TBushnaq@wmata.com>
Subject: Followup on Florida Avenue

Good afternoon, Omar. Per our staff review this morning, we have the following comments/requests:

1. Parking feasibility- where will the 41 spaces go, precisely, and how will you be able to justify only 41 spaces for 153,000 gsf of residential and retail vis a vis zoning regulations and market?

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012128

2. What type of foundation system are you using to support the light gauge steel construction? The question, of course, relates to how you will span our tunnels.
3. We think that with a 20% IRR to the developer, the return on adjusted gross income from capital event refinancing proceeds should be 10% of adjusted gross proceeds. Also, exclusions from capital events should be limited to estate transfers and to inclusion of equity/debt partners where no profit to participants is involved. They should definitely not include transfers among partners.
4. From discussions with other developers and comments from time to time from our board members, we believe that a 70 year lease would be sufficient and are requesting a reduction from 99 years.
5. Please reaffirm that BACDC is still in the deal as a development/financial partner.
6. On the cost credit for your consideration of a sale vs. lease this past Sept/Oct, please provide certification that Mr. Catoe or Mr. Graham offered that adjustment. Secondly, please be aware that from what you sent us previously, we can validate at best $30,000 if you still want to include this item in a term sheet.
7. We still need a development guaranty from a third party rated at least AA.
8. Please attach an updated schedule. We will include language in our agreement, per Board request, that if a foundation to street level is not provided by a date x , the project will revert to WMATA.
9. I want to reiterate the need for the pro formas and elevations/plans and, also, itemized sources of funds for development which I did not ask for yesterday.

Items 8 and 9 are important to get ASAP because the project has changed.

On a happy note, congratulations on your new son. Great news!

I look forward to your response.
Roz

Rosalyn P. Doggett
Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

rdoggett@wmata.com
202-962-2208 phone
202-962-2396 fax

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012129

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, March 09, 2010 3:13 PM
To: Montague, Joshua W.
Subject: FW: Updated Project Schedule
Attachments: Jazz @ Florida Avenue - Project Schedule (as of 3-8-2010) (WMATA).pdf

From: Tiwana Hicks [mailto:thicks@bannekerventures.com]
Sent: Monday, March 08, 2010 1:04 PM
To: eric.smart@bolansmart.com; Doggett, Rosalyn; Goldin, Steven
Cc: okarim@bannekerventures.com; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov
Subject: Updated Project Schedule

Ms. Doggett,

Attached please find the updated project schedule reflecting approximately 630 days from JDA Execution to Closing (see line 11). Based on the 2 year delay that the parties have incurred from the initial approval of the Term Sheet by WMATA, we feel this is a very reasonable yet aggressive schedule. Also below please find Clark Builder's Group cost assessment of the Site security scenarios we discussed at our meeting on March 2nd.

"For this exercise I have assumed that all 3 parcels are at the same point in construction, although in actuality there will be a slight stagger in construction sequencing between each building.

Scenario 1 assumes excavation and sheeting & shoring operations are 100% complete. Concrete work has not started. The cost to refill the excavated holes, clean up and regrade the site, and stabilize the site would be approximately $325,000.
Scenario 2 assumes excavation and sheeting & shoring operations are 100% complete. Concrete slab on grade and foundation walls are complete, but the columns and elevated slab have not started. The cost to clean up and regrade the site, install the elevated slab, stairs, temporary waterproofing over the slab, doors and electric would be approximately $956,000.
Scenario 3 assumes the garage levels are 100% complete, including being dried in and secured. Concrete work is completed to the slab over the retail level. The cost to clean up the site, install temporary skin at the ground level, temporary waterproofing over the slab, doors and electric would be approximately $422,000."

Please let us know if you have any further questions. Thanks in advance.

Tiwana

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thicks@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, March 09, 2010 12:18 PM
To: 'okarim@bannekerventures.com'
Cc: Goldin, Steven; Montague, Joshua W.; eric.smart@bolansmart.com; 'Tiwana Hicks'; aives@bannekerventures.com
Subject: FW: Jazz @ Florida Avenue - $100K credit

Omar, please the email below. Josh and I reviewed the invoices. If you can provide more detail, where we have questions, we will gladly review it.
Thanks,
Roz

We intend to respond on other items later this afternoon.

From: Montague, Joshua W.
Sent: Tuesday, March 09, 2010 12:14 PM
To: Doggett, Rosalyn
Subject: FW: Jazz @ Florida Avenue - $100K credit

These are the same documents that we reviewed in November 2009.

The highest Additional Costs Credit that we could reasonably ascertain was **$29,622**.

That number is based on the following:

1. **9/18 to 10/21**: The sale was initially offered at a meeting on 9/18. On the morning of 10/22, we received word that this project was back to a lease.

2. **John Hagner's invoices**: All of John's invoices were redacted to protect attorney-client privilege. But, assuming that all work done between 9/18 and 10/21 was solely addressing the lease-sale issue, John Hagner spent 25.0 hours working on this issue. At $531 per hour plus a $14 reimbursement for a taxi ride, this amounts to **$13,289**.

3. **Banneker salaries**: The developer claims that 50% of the salaries for three employees during the relevant time period should be included in the credit. Assuming this claim is true, then over September and October, this amount equals $29,166. When prorated for the 9/18 to 10/21 period, this amounts to **$16,333**.

4. **Holland and Knight**: This invoice was not included because there is no indication of relevant time or work. As we understand it, Holland and Knight is the developer's zoning attorney. It is not clear what additional work the zoning attorney would have to do because of the proposed switch to a sale.

5. **Torti Gallas**: This invoice was not included because there is no indication of relevant time or work. Torti Gallas is the providing architectural services. It is not clear what additional work the architects would have to do because of the proposed switch to a sale.

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Friday, March 05, 2010 8:54 PM
To: Doggett, Rosalyn
Cc: aives@bannekerventures.com; 'Tiwana Hicks'; Goldin, Steven
Subject: Jazz @ Florida Avenue - $100K credit

Roz,

Below please find the email that we sent to Nat and Steve on November 4, 2009 detailing the expenses that we incurred as a result of the change from a lease to a sale and now back to a lease. The total expenses are $115,308.76. As agreed with Messrs. Graham and Catoe, we will reduce the amount owed to WMATA by the $100k. For ease of the transaction, we will reduce the security deposit due at execution of the JDA (originally $250k) by this amount.

Omar

FOIA CONFIDENTIAL TREATMENT REQUESTED

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Washington, DC 20005
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(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: Tiwana Hicks [mailto:thicks@bannekerventures.com]
Sent: Friday, March 05, 2010 12:46 PM
To: 'Omar A. Karim'
Subject: Email regarding $100K credit

From: Tiwana Hicks [mailto:thicks@bannekerventures.com]
Sent: Wednesday, November 04, 2009 2:49 PM
To: 'NBottigheimer@wmata.com'; 'sgoldin@wmata.com'
Cc: 'Omar A. Karim Esquire (okarim@bannekerventures.com)'; 'Fuller, Yohance (EOM)'
Subject:

Nat,

Attached please find the following documents as further support of the $100,000 expense credit in connection with the change of the deal from a sale to a lease:

1. Developer Staff Salaries and Description of Work Performed in connection with change of deal from sale to lease. Total = $ 29,166.66
2. Womble Carlyle Sandridge & Rice, PLLC Billing Statements for legal services rendered in connection with change of deal from sale to lease. Total = $ 64,567.60
3. Torti Gallas and Partners Invoice Statement for architectural and engineering services performed in connection with preparation of Term Sheet Exhibits, Preliminary Development Plans, etc. Total = $ 19,800
4. Holland & Knight LLP Statement of Outstanding Balance for legal services rendered in connection with change of deal from sale to lease. Total = $ 1,774.50

Total Expenses incurred by Developer = $ 115,308.76. Please contact us with any questions. Thanks in advance for your consideration.

Tiwana

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thicks@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, March 09, 2010 11:39 AM
To: Montague, Joshua W.
Subject: RE: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-FloridaAvenue Sites

Yes, but which term sheet

From: Montague, Joshua W.
Sent: Tuesday, March 09, 2010 11:36 AM
To: Doggett, Rosalyn
Subject: FW: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-FloridaAvenue Sites

Is this what you meant?

From: Goldin, Steven
Sent: Monday, November 16, 2009 8:59 AM
To: Doggett, Rosalyn; Montague, Joshua W.
Subject: Re: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-FloridaAvenue Sites

Good, thanks. He will call; stand your ground

From: Doggett, Rosalyn
To: Omar A. Karim
Sent: Mon Nov 16 08:54:26 2009
Subject: FW: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-FloridaAvenue Sites
Omar, once again the term sheet was sent out to the Board on Friday for its consideration on Thursday November 16.

Please note the two points below in Josh Montague's e-mail, which we will adhere to. If you want further explanation, which does not appear necessary to us because we have already given you reasons, do feel free to give me a call.
Many thanks,
Roz

From: Goldin, Steven
Sent: Friday, November 13, 2009 6:33 PM
To: Montague, Joshua W.; Doggett, Rosalyn; Bottigheimer, Nat
Subject: Re: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-FloridaAvenue Sites

Agreed. Roz; please advise Omar next Monday.
Steve

From: Montague, Joshua W.
To: Goldin, Steven; Doggett, Rosalyn
Sent: Fri Nov 13 18:29:16 2009
Subject: FW: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-FloridaAvenue Sites
Per our meeting today, this is a reminder that we should inform the developer of the following:

1. There will be no more negotiating of the terms after the board approves the Term Sheet; and

2. The Developer must work off of the Florida Ave Lease draft that was sent to them by WMATA on 7/24/09. We cannot work off of the Rhode Island Ave Lease for reasons previously provided to John Hagner and Omar Karim.

Have a good weekend,

Josh

From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, November 04, 2009 10:42 PM
To: Anthony James Ives; Tiwana Hicks; Montague, Joshua W.; John Hagner; O'Keeffe, Carol B.; Bottigheimer, Nat
Cc: Yohance S. Fuller; jkass@dccouncil.us; Marshall, Malcolm; Meister, Mark K.; Doggett, Rosalyn; Goldin, Steven
Subject: Re: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-FloridaAvenue Sites

Nat,

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012133

Thanks for your thoughts. We appreciate them. For purposes of tomorrow, we accept the Term Sheet as sent to us this evening.

Following approval of the Term Sheet, we will give more thought to this particular issue to help come up with a way to meet your goals. Should we be able to come up with an agreeable solution prior to finalizing the JDA and Lease, we could include the solution in these docs. Alternatively, there is probably even more time bt approval of these docs and execution of the Lease prior to Closing to come up with solutions. In either case, we promise to provide you and your team with some solutions to address the concerns of all parties.

Thanks for working so hard on this. Finalizing the JDA and Lease should now be a piece of cake.

Omar
Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Bottigheimer, Nat" <NBottigheimer@wmata.com>
Date: Wed, 4 Nov 2009 21:01:52 -0500
To: O'Keeffe, Carol B.<cokeeffe@wmata.com>; Montague, Joshua W.<jwmontague@wmata.com>; aives@bannekerventures.com<aives@bannekerventures.com>; okarim@bannekerventures.com<okarim@bannekerventures.com>; thicks@bannekerventures.com<thicks@bannekerventures.com>; jhagner@wcsr.com<jhagner@wcsr.com>
Cc: Goldin, Steven<sgoldin@wmata.com>; Doggett, Rosalyn<RDoggett@wmata.com>; Meister, Mark K.<MMeister@wmata.com>; Marshall, Malcolm<MMarshall@wmata.com>; jkass@dccouncil.us<jkass@dccouncil.us>; Yohance S. Fuller<Yohance.Fuller@dc.gov>
Subject: RE: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites

John--

I heard a problem and I didn't hear a solution. Also, for the reasons laid out below, I don't understand at all your concept that we're making an above market imposition on the Developer.

Here are our premises:

It's our land.

Long-term real estate values in the DC region have grown faster than 3%. A location on U Street in between U Street and Shaw/Howard stations has growth potential and value stability unlike the vast majority of property in the region, and its long-term appreciation value is significant.

Agreeing to a lease that is based on an escalation rate less than the the property's probable long-term appreciation rate is selling ourselves short. Marking to market each decade and then holding constant for each 10-year period while property values and lease-rates available to building owners appreciate is leaving significant value on the table each year in a decade.

Without going to a spreadsheet, if we were simply to mark to market each decade, in year one of any given decade we'd get 4% less than the rental income available to a building owner on average. The next year we'd get 8% less than full value, the next year 12% less than full value, each year the same until the last year of the decade, when we'd be getting 42% below full value. That's a lot of value to leave on the table by marking to market each decade and holding constant for 10 years. Having a 3% escalation rate each year through the decade is intended to keep the rent to us, the land-owner, comparable but slightly below the long-term average increase in value until the next reset. The language we've provided is intended to keep us at rent levels close to market value for each year of the remaining 39 years of the lease without giving away the game, as your proposals would appear to have us do.

Other premises:

At Twinbrook, we negotiated a lease with JBG with precisely the terms we proposed.

Long-term leases are finance-able at terms less than 99 years.

If you have a concern about lender certainty and project finance-ability, as you suggest you do, we are open to proposals that do not systematically erode Metro's ability to realize the value of its land over the period 60-99. We're open to a capitalization of future rent at year 60 for the period 60-99, and we're open to rent levels re-set every decade to be constant for the decade, but if rent levels are reset to be constant for a decade for the purpose of certainty, then they should be set above market for the first five years of the decade with the expectation that they'd be below market the second half. Maybe you have other thoughts.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Until we hear a counter that protects our value in a market-rate setting from years 60-99, the proposal we've made is our final proposal.

Respectfully,

Nat

From: John Hagner [mailto:JHagner@wcsr.com]
Sent: Wednesday, November 04, 2009 6:24 PM
To: O'Keeffe, Carol B.; Montague, Joshua W.
Cc: Anthony (Tony) James Ives(aives@bannekerventures.com); Omar A. Karim Esquire (okarim@bannekerventures.com); Tiwana Z. HicksEsquire (thicks@bannekerventures.com)
Subject: RE: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites

Carol and Josh: Let me share my response to the final change mandated by WMATA. The effects of this change are as follows:

1. WMATA will charge more than the Fair Rental Value of the Lease Property after the 61st lease year. If the Monthly Lease Payments are based on Fair Rental Value, then the 3% escalation either has to be considered in setting the Monthly Lease Payments or the escalation is an above-market imposition on the DEVELOPER. When the Fair Rental Value is determined by the three appraisers, their determination is for a period of years. WMATA is not recognizing that fact and holding the Monthly Lease Payments to the Fair Rental Value during the time period determined by the three appraisers.

2. Resetting the Monthly Lease Payments to Fair Rental Value every ten years makes the Lease un-financeable after the 60th lease year. No institutional lender will make a loan longer than ten years under these circumstances, which eliminates all the Federal and GSE (Government Sponsored Entities, *i.e.*, Fannie Mae and Freddie Mac) as lenders. To be precise, the lender will only make a loan that self-amortizes in ten years because no institutional lender will take the risk of an unlimited base rent increase while their loan is still unpaid. I'm sharing this from actual experience of litigating an almost identical issue for almost five years in the District of Columbia where the tenant under a long-term ground lease which had periodic repricing to full market rent could not refinance the leasehold estate on a permanent loan basis. This meant the tenant could not refinance the leasehold estate to pay for the needed renovation of the building and the substantial tenant improvements and lease brokerage fees to prepare for a full-building tenant. As you would expect, the tenant sued the landlord to modify the ground lease. I can't share anymore because the litigation settled under a strict confidentiality agreement. However, the "lesson learned" from this experience is that ground leases with short-term periodic repricing of the ground rent can't be refinanced on the long-term basis needed for major renovations and improvements.

I respectfully believe the last change vitiates the benefit of a lease over 60 years.

John

John D. Hagner
Womble Carlyle Sandridge & Rice, PLLC | 1401 Eye St., NW | Suite 700 | Washington, DC 20005-2225
T: 202.857.4404 | F: 202.261.0004 | E: jhagner@wcsr.com | W: www.wcsr.com

From: Montague, Joshua W. [mailto:jwmontague@wmata.com]
Sent: Wednesday, November 04, 2009 5:57 PM
To: Hagner, John
Cc: O'Keeffe, Carol B.
Subject: FW: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites

Attached is the updated Term Sheet described below.

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012135

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From: O'Keeffe, Carol B.
Sent: Wednesday, November 04, 2009 5:43 PM
To: John Hagner
Cc: Montague, Joshua W.
Subject: RE: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites

John, Josh is sending a revision that puts in a different reset that Nat will accept; he had not agreed to 99 years and is only willing to go forward with the reset provisions that Josh will send. We have spoken with Mr. Karim who seems to have accepted it, but this is an impossible way to do a deal. I know that you are not causing it.

From: John Hagner [mailto:JHagner@wcsr.com]
Sent: Wednesday, November 04, 2009 5:38 PM
To: O'Keeffe, Carol B.
Cc: Montague, Joshua W.
Subject: Re: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites

Carol: I'm on a large conference call which I can't get out of. I'll listen to your voicemail and call you as soon as I'm off.
John
John D. Hagner
Womble Carlyle Sandridge & Rice, PLLC
202.857.4404 Direct
Sent from my Blackberry. Please excuse typos.

From: O'Keeffe, Carol B. <cokeeffe@wmata.com>
To: Yohance S. Fuller <Yohance.Fuller@dc.gov>; Omar A. Karim <okarim@bannekerventures.com>; Montague, Joshua W. <jwmontague@wmata.com>
Cc: aives@bannekerventures.com <aives@bannekerventures.com>; mmckinney@bannekerventures.com <mmckinney@bannekerventures.com>; Tiwana Hicks <thicks@bannekerventures.com>; Neil.Albert@dc.gov <Neil.Albert@dc.gov>; Hagner, John; Bottigheimer, Nat <NBottigheimer@wmata.com>; Doggett, Rosalyn <RDoggett@wmata.com>; Goldin, Steven <sgoldin@wmata.com>
Sent: Wed Nov 04 17:25:10 2009
Subject: RE: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites
Not yet; we are working on it and will call John Hagner.

From: Yohance (EOM) Fuller [mailto:yohance.fuller@dc.gov]
Sent: Wednesday, November 04, 2009 5:22 PM
To: Omar A. Karim; Montague, Joshua W.
Cc: aives@bannekerventures.com; mmckinney@bannekerventures.com; Tiwana Hicks; Neil.Albert@dc.gov; O'Keeffe, Carol B.; John Hagner; Bottigheimer, Nat; Doggett, Rosalyn; Goldin, Steven
Subject: RE: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites

Josh/Nat –

I'm writing to confirm whether both parties are in agreement and that WMATA staff is prepared to recommend approval of the term sheet during the committee meeting and special board meeting tomorrow. Please advise.

Thanks,

Yohance

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, November 04, 2009 3:45 PM
To: 'Montague, Joshua W.'
Cc: 'Bottigheimer, Nat'; 'O'Keeffe, Carol B.'; 'Goldin, Steven'; 'Doggett, Rosalyn'; Fuller, Yohance (EOM); Albert, Neil (EOM); 'John Hagner'; 'Tiwana Hicks'; mmckinney@bannekerventures.com; aives@bannekerventures.com
Subject: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites
Importance: High

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012136

Josh,

In preparation of tomorrow's Board meeting, attached are the following:

1. Amended and Restated Term Sheet revised in accordance with the discussions since Monday, which finalizes our understanding; and
2. "Redline...#157; of the Amended and Restated Term Sheet against the version that we provided to WMATA on November 2, 2009 at 6:20p.

The revised language on Capital Events was taken from the term sheet for Rhode Island Ave., and the concept of adjusting the base rent for additional density stops after the first 60 years because the re-appraisal will be based on the Leased Property as if vacant, thereby assuming the maximum density has been constructed on the land.

Please contact me with any questions or comments.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012137

Doggett, Rosalyn

From: Montague, Joshua W.
Sent: Monday, March 08, 2010 12:30 PM
To: Doggett, Rosalyn; Goldin, Steven
Subject: FW: Jazz @ Florida Avenue - $100K credit

By the way, the below email was sent to internal WMATA people (Carol, Nat, etc.). I am not aware of this ever being sent to the developer, though I know that we discussed with him.

From: Montague, Joshua W.
Sent: Monday, March 08, 2010 11:06 AM
To: Doggett, Rosalyn; Goldin, Steven
Subject: RE: Jazz @ Florida Avenue - $100K credit

These are the same documents that we reviewed in November. Below is the email that was sent out after we reviewed:

RE: Additional Costs Credit

The highest Additional Costs Credit that we could reasonably ascertain is **$29,622**.

That number is based on the following:

1. **9/18 to 10/21**: The sale was initially offered at a meeting on 9/18. On the morning of 10/22, we received word that this project was back to a lease.

2. **John Hagner's invoices**: All of John's invoices were redacted to protect attorney-client privilege. But, assuming that all work done between 9/18 and 10/21 was solely addressing the lease-sale issue, John Hagner spent 25.0 hours working on this issue. At $531 per hour plus a $14 reimbursement for a taxi ride, this amounts to **$13,289**.

3. **Banneker salaries**: The developer claims that 50% of the salaries for three employees during the relevant time period should be included in the credit. Assuming this claim is true, then over September and October, this amount equals $29,166. When prorated for the 9/18 to 10/21 period, this amounts to **$16,333**.

4. **Holland and Knight**: This invoice was not included because there is no indication of relevant time or work. As we understand it, Holland and Knight is the developer's zoning attorney. It is not clear what additional work the zoning attorney would have to do because of the proposed switch to a sale.

5. **Torti Gallas**: This invoice was not included because there is no indication of relevant time or work. Torti Gallas is the providing architectural services. It is not clear what additional work the architects would have to do because of the proposed switch to a sale.

From: Doggett, Rosalyn
Sent: Saturday, March 06, 2010 8:44 AM
To: Goldin, Steven; Montague, Joshua W.
Subject: FW: Jazz @ Florida Avenue - $100K credit

Josh, this may be what we looked over in November and reduced to $30,000 on the basis that the invoices covered costs not related to the sale or were outside the dates of the period in which we all were considering a sale. Please check. Also I do not think that we should allow him to reduce his performance security. None of our other projects go ahead on such a thin margin, and it is chump change for a decently capitalized developer.

I will be out of email range starting now.

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Friday, March 05, 2010 8:54 PM
To: Doggett, Rosalyn
Cc: aives@bannekerventures.com; 'Tiwana Hicks'; Goldin, Steven
Subject: Jazz @ Florida Avenue - $100K credit

Roz,

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012138

Below please find the email that we sent to Nat and Steve on November 4, 2009 detailing the expenses that we incurred as a result of the change from a lease to a sale and now back to a lease. The total expenses are $115,308.76. As agreed with Messrs. Graham and Catoe, we will reduce the amount owed to WMATA by the $100k. For ease of the transaction, we will reduce the security deposit due at execution of the JDA (originally $250k) by this amount.

Omar

Omar A. Karim
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729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: Tiwana Hicks [mailto:thicks@bannekerventures.com]
Sent: Friday, March 05, 2010 12:46 PM
To: 'Omar A. Karim'
Subject: Email regarding $100K credit

From: Tiwana Hicks [mailto:thicks@bannekerventures.com]
Sent: Wednesday, November 04, 2009 2:49 PM
To: 'NBottigheimer@wmata.com'; 'sgoldin@wmata.com'
Cc: 'Omar A. Karim Esquire (okarim@bannekerventures.com)'; 'Fuller, Yohance (EOM)'
Subject:

Nat,

Attached please find the following documents as further support of the $100,000 expense credit in connection with the change of the deal from a sale to a lease:

1. Developer Staff Salaries and Description of Work Performed in connection with change of deal from sale to lease. Total = $ 29,166.66
2. Womble Carlyle Sandridge & Rice, PLLC Billing Statements for legal services rendered in connection with change of deal from sale to lease. Total = $ 64,567.60
3. Torti Gallas and Partners Invoice Statement for architectural and engineering services performed in connection with preparation of Term Sheet Exhibits, Preliminary Development Plans, etc. Total = $ 19,800
4. Holland & Knight LLP Statement of Outstanding Balance for legal services rendered in connection with change of deal from sale to lease. Total = $ 1,774.50

Total Expenses incurred by Developer = $ 115,308.76. Please contact us with any questions. Thanks in advance for your consideration.

Tiwana

Tiwana Z. Hicks
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, D.C. 20005
T: (202) 393-5460
F: (202) 393-5462
C: (202) 486-1863
thicks@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Saturday, March 06, 2010 8:44 AM
To: Goldin, Steven; Montague, Joshua W.
Subject: FW: Jazz @ Florida Avenue - $100K credit
Attachments: Jazz Salaries.pdf; Womble Carlyle Sandridge & Rice Expenses (Sept to Oct).pdf; Torti Gallas and Partners Expenses (Sept and Oct 09).pdf; Holland & Knight LLP Expenses (Sept and Oct 09).pdf

Josh, this may be what we looked over in November and reduced to $30,000 on the basis that the invoices covered costs not related to the sale or were outside the dates of the period in which we all were considering a sale. Please check. Also I do not think that we should allow him to reduce his performance security. None of our other projects go ahead on such a thin margin, and it is chump change for a decently capitalized developer.

I will be out of email range starting now.

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Friday, March 05, 2010 8:54 PM
To: Doggett, Rosalyn
Cc: aives@bannekerventures.com; 'Tiwana Hicks'; Goldin, Steven
Subject: Jazz @ Florida Avenue - $100K credit

Roz,

Below please find the email that we sent to Nat and Steve on November 4, 2009 detailing the expenses that we incurred as a result of the change from a lease to a sale and now back to a lease. The total expenses are $115,308.76. As agreed with Messrs. Graham and Catoe, we will reduce the amount owed to WMATA by the $100k. For ease of the transaction, we will reduce the security deposit due at execution of the JDA (originally $250k) by this amount.

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(301) 523-1810 cell
okarim@bannekerventures.com

From: Tiwana Hicks [mailto:thicks@bannekerventures.com]
Sent: Friday, March 05, 2010 12:46 PM
To: 'Omar A. Karim'
Subject: Email regarding $100K credit

From: Tiwana Hicks [mailto:thicks@bannekerventures.com]
Sent: Wednesday, November 04, 2009 2:49 PM
To: 'NBottigheimer@wmata.com'; 'sgoldin@wmata.com'
Cc: 'Omar A. Karim Esquire (okarim@bannekerventures.com)'; 'Fuller, Yohance (EOM)'
Subject:

Nat,

Attached please find the following documents as further support of the $100,000 expense credit in connection with the change of the deal from a sale to a lease:

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3. Torti Gallas and Partners Invoice Statement for architectural and engineering services performed in connection with preparation of Term Sheet Exhibits, Preliminary Development Plans, etc. Total = $ 19,800
4. Holland & Knight LLP Statement of Outstanding Balance for legal services rendered in connection with change of deal from sale to lease. Total = $ 1,774.50

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012140

Total Expenses incurred by Developer = $ 115,308.76. Please contact us with any questions. Thanks in advance for your consideration.

Tiwana

Tiwana Z. Hicks
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thicks@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012141

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, March 04, 2010 11:37 AM
To: Goldin, Steven; Montague, Joshua W.
Subject: RE: Followup on Florida Avenue

We think that Josh's email in answer to you and my forwarding of Tiwanna's email on schedule and budget cover the open items. I have not heard back from Nat yet re the BAIS.

Sent: Thursday, March 04, 2010 7:46 AM
To: Doggett, Rosalyn; Montague, Joshua W.
Subject: Fw: Followup on Florida Avenue

Other than the BACDC issue, what remains open?

From: Yohance (EOM) Fuller
To: Goldin, Steven
Sent: Wed Mar 03 22:22:05 2010
Subject: RE: Followup on Florida Avenue
Steve,

Can we chat tomorrow to discuss status and next steps for this project?

Thanks,

Yohance

From: Goldin, Steven [mailto:sgoldin@wmata.com]
Sent: Thursday, February 25, 2010 6:20 PM
To: okarim@bannekerventures.com; Anthony James Ives; Tiwana Hicks; Doggett, Rosalyn
Cc: Eric Smart; Albert, Neil (EOM); Fuller, Yohance (EOM); Montague, Joshua W.; Bushnaq, Tariq
Subject: RE: Followup on Florida Avenue

Tuesday afternoon is best for me

SG

From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, February 25, 2010 5:58 PM
To: Anthony James Ives; Tiwana Hicks; Doggett, Rosalyn
Cc: Eric Smart; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Goldin, Steven; Montague, Joshua W.; Bushnaq, Tariq
Subject: Re: Followup on Florida Avenue

Roz and Steve,

Thanks for the congratulations on the birth of my son earlier today. Means a lot to me. I understand that Steve will be on the Hill tomorrow and therefore won't be able to meet. As such, we were thinking that it might be more productive to reschedule the mtg for a time when he would be present. Would Mon, Tues or Wed work? If so, we will make ourselves available anytime, except 12-1 on Tues. Please let us know if this works. Thanks.

Omar

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729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Doggett, Rosalyn" <RDoggett@wmata.com>
Date: Thu, 25 Feb 2010 17:17:23 -0500
To: okarim@bannekerventures.com<okarim@bannekerventures.com>; Anthony James Ives<aives@bannekerventures.com>; Tiwana Hicks<thicks@bannekerventures.com>

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012142

Cc: Eric Smart<eric.smart@bolansmart.com>; Neil.Albert@dc.gov<Neil.Albert@dc.gov>; Yohance.Fuller@dc.gov<Yohance.Fuller@dc.gov>; Montague, Joshua W.<jwmontague@wmata.com>; Goldin, Steven<sgoldin@wmata.com>; Bushnaq, Tariq<TBushnaq@wmata.com>
Subject: RE: Followup on Florida Avenue

In response to your first question, by the middle of next week, let's say midday Wednesday. In fact, I have just been informed that the meeting I referred to in yesterday's e-mail was moved forward to the week of March 8. But assuming that there will be some back and forth questions, I think that it would be best to get your material midweek next week. Let me know if that presents any problems.
Regards,
Roz

From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, February 25, 2010 3:50 PM
To: Anthony James Ives; Tiwana Hicks; Doggett, Rosalyn
Cc: Eric Smart; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Montague, Joshua W.; Goldin, Steven; Bushnaq, Tariq
Subject: Re: Followup on Florida Avenue

Roz,

When do you need responses for these items? As you know, bc of the birth of my child, I will be out for a few days and we will need to coordinate with the GC, our legal counsel and investor re 2, 3, 8 and 9. The balance of the responses are below:

1. The location of the spaces haven't been finalized yet as we are considering either having (a) 1 level of parking under each of the larger bldgs which we proposed in our initial submittal, or (b) use a mechanical system at level G1 of one bldg which would accommodate the 41 spaces. Based on the 153,000 sf, zoning would require 55 spaces. However, we met with OP and they expressed their interest in having us build less parking spaces for the project, even less than what zoning requires. This could be accomplished either through the BZA or Zoning Commission through a PUD, which they fully support.

4. 70 yrs is fine.

5. Yes. However, as previously discussed, bc Graham wanted us to do a lease vs a sale, he and I, and then Catoe and the staff, agreed that we would replace BACDC in the future as they were comfortable with a sale but not a lease.

6. Graham agreed to the adjustment and Catoe was fine with it. We will review what we sent you re the adjustment amount.

7. Ok. Our GC will provide a bond from an insurer of at least AA similar to what you've seen on other wmata projects.

Omar

Omar A. Karim
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(301) 523-1810 cell
okarim@bannekerventures.com

From: "Doggett, Rosalyn" <RDoggett@wmata.com>
Date: Thu, 25 Feb 2010 13:51:49 -0500
To: Omar A. Karim<okarim@bannekerventures.com>; aives@bannekerventures.com<aives@bannekerventures.com>; 'Tiwana Hicks'<thicks@bannekerventures.com>
Cc: Goldin, Steven<sgoldin@wmata.com>; eric.smart@bolansmart.com<eric.smart@bolansmart.com>; Montague, Joshua W.<jwmontague@wmata.com>; Bushnaq, Tariq<TBushnaq@wmata.com>
Subject: Followup on Florida Avenue

Good afternoon, Omar. Per our staff review this morning, we have the following comments/requests:

FOIA CONFIDENTIAL TREATMENT REQUESTED

1. Parking feasibility- where will the 41 spaces go, precisely, and how will you be able to justify only 41 spaces for 153,000 gsf of residential and retail vis a vis zoning regulations and market?
2. What type of foundation system are you using to support the light gauge steel construction? The question, of course, relates to how you will span our tunnels.
3. We think that with a 20% IRR to the developer, the return on adjusted gross income from capital event refinancing proceeds should be 10% of adjusted gross proceeds. Also, exclusions from capital events should be limited to estate transfers and to inclusion of equity/debt partners where no profit to participants is involved. They should definitely not include transfers among partners.
4. From discussions with other developers and comments from time to time from our board members, we believe that a 70 year lease would be sufficient and are requesting a reduction from 99 years.
5. Please reaffirm that BACDC is still in the deal as a development/financial partner.
6. On the cost credit for your consideration of a sale vs. lease this past Sept/Oct, please provide certification that Mr. Catoe or Mr. Graham offered that adjustment. Secondly, please be aware that from what you sent us previously, we can validate at best $30,000 if you still want to include this item in a term sheet.
7. We still need a development guaranty from a third party rated at least AA.
8. Please attach an updated schedule. We will include language in our agreement, per Board request, that if a foundation to street level is not provided by a date x , the project will revert to WMATA.
9. I want to reiterate the need for the pro formas and elevations/plans and, also, itemized sources of funds for development which I did not ask for yesterday.

Items 8 and 9 are important to get ASAP because the project has changed.

On a happy note, congratulations on your new son. Great news!

I look forward to your response.
Roz

Rosalyn P. Doggett
Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

rdoggett@wmata.com
202-962-2208 phone
202-962-2396 fax

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012144

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, March 04, 2010 9:25 AM
To: Montague, Joshua W.
Subject: FW: Followup on Florida Avenue

Let's talk on this when you have a chance this a.m. Term sheet review should be basis.

I have the numbers to look at-- check for insurance and loc coverage?

Guaranty would related to their having a partner

From: Goldin, Steven
Sent: Thursday, March 04, 2010 7:46 AM
To: Doggett, Rosalyn; Montague, Joshua W.
Subject: Fw: Followup on Florida Avenue

Other than the BACDC issue, what remains open?

From: Yohance (EOM) Fuller
To: Goldin, Steven
Sent: Wed Mar 03 22:22:05 2010
Subject: RE: Followup on Florida Avenue
Steve,

Can we chat tomorrow to discuss status and next steps for this project?

Thanks,

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Sent: Thursday, February 25, 2010 6:20 PM
To: okarim@bannekerventures.com; Anthony James Ives; Tiwana Hicks; Doggett, Rosalyn
Cc: Eric Smart; Albert, Neil (EOM); Fuller, Yohance (EOM); Montague, Joshua W.; Bushnaq, Tariq
Subject: RE: Followup on Florida Avenue

Tuesday afternoon is best for me

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To: Anthony James Ives; Tiwana Hicks; Doggett, Rosalyn
Cc: Eric Smart; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Goldin, Steven; Montague, Joshua W.; Bushnaq, Tariq
Subject: Re: Followup on Florida Avenue

Roz and Steve,

Thanks for the congratulations on the birth of my son earlier today. Means a lot to me. I understand that Steve will be on the Hill tomorrow and therefore won't be able to meet. As such, we were thinking that it might be more productive to reschedule the mtg for a time when he would be present. Would Mon, Tues or Wed work? If so, we will make ourselves available anytime, except 12-1 on Tues. Please let us know if this works. Thanks.

Omar

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(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012145

From: "Doggett, Rosalyn" <RDoggett@wmata.com>
Date: Thu, 25 Feb 2010 17:17:23 -0500
To: okarim@bannekerventures.com<okarim@bannekerventures.com>; Anthony James Ives<aives@bannekerventures.com>; Tiwana Hicks<thicks@bannekerventures.com>
Cc: Eric Smart<eric.smart@bolansmart.com>; Neil.Albert@dc.gov<Neil.Albert@dc.gov>; Yohance.Fuller@dc.gov<Yohance.Fuller@dc.gov>; Montague, Joshua W.<jwmontague@wmata.com>; Goldin, Steven<sgoldin@wmata.com>; Bushnaq, Tariq<TBushnaq@wmata.com>
Subject: RE: Followup on Florida Avenue

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Regards,
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To: Anthony James Ives; Tiwana Hicks; Doggett, Rosalyn
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Subject: Re: Followup on Florida Avenue

Roz,

When do you need responses for these items? As you know, bc of the birth of my child, I will be out for a few days and we will need to coordinate with the GC, our legal counsel and investor re 2, 3, 8 and 9. The balance of the responses are below:

1. The location of the spaces haven't been finalized yet as we are considering either having (a) 1 level of parking under each of the larger bldgs which we proposed in our initial submittal, or (b) use a mechanical system at level G1 of one bldg which would accommodate the 41 spaces. Based on the 153,000 sf, zoning would require 55 spaces. However, we met with OP and they expressed their interest in having us build less parking spaces for the project, even less than what zoning requires. This could be accomplished either through the BZA or Zoning Commission through a PUD, which they fully support.

4. 70 yrs is fine.

5. Yes. However, as previously discussed, bc Graham wanted us to do a lease vs a sale, he and I, and then Catoe and the staff, agreed that we would replace BACDC in the future as they were comfortable with a sale but not a lease.

6. Graham agreed to the adjustment and Catoe was fine with it. We will review what we sent you re the adjustment amount.

7. Ok. Our GC will provide a bond from an insurer of at least AA similar to what you've seen on other wmata projects.

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Date: Thu, 25 Feb 2010 13:51:49 -0500
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Cc: Goldin, Steven<sgoldin@wmata.com>; eric.smart@bolansmart.com<eric.smart@bolansmart.com>; Montague, Joshua W.<jwmontague@wmata.com>; Bushnaq, Tariq<TBushnaq@wmata.com>
Subject: Followup on Florida Avenue

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012146

Good afternoon, Omar. Per our staff review this morning, we have the following comments/requests:

1. Parking feasibility- where will the 41 spaces go, precisely, and how will you be able to justify only 41 spaces for 153,000 gsf of residential and retail vis a vis zoning regulations and market?
2. What type of foundation system are you using to support the light gauge steel construction? The question, of course, relates to how you will span our tunnels.
3. We think that with a 20% IRR to the developer, the return on adjusted gross income from capital event refinancing proceeds should be 10% of adjusted gross proceeds. Also, exclusions from capital events should be limited to estate transfers and to inclusion of equity/debt partners where no profit to participants is involved. They should definitely not include transfers among partners.
4. From discussions with other developers and comments from time to time from our board members, we believe that a 70 year lease would be sufficient and are requesting a reduction from 99 years.
5. Please reaffirm that BACDC is still in the deal as a development/financial partner.
6. On the cost credit for your consideration of a sale vs. lease this past Sept/Oct, please provide certification that Mr. Catoe or Mr. Graham offered that adjustment. Secondly, please be aware that from what you sent us previously, we can validate at best $30,000 if you still want to include this item in a term sheet.
7. We still need a development guaranty from a third party rated at least AA.
8. Please attach an updated schedule. We will include language in our agreement, per Board request, that if a foundation to street level is not provided by a date x , the project will revert to WMATA.
9. I want to reiterate the need for the pro formas and elevations/plans and, also, itemized sources of funds for development which I did not ask for yesterday.

Items 8 and 9 are important to get ASAP because the project has changed.

On a happy note, congratulations on your new son. Great news!

I look forward to your response.
Roz

Rosalyn P. Doggett
Station Area Planning and Asset Management
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rdoggett@wmata.com
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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012147

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, February 26, 2010 4:24 PM
To: Montague, Joshua W.
Cc: Goldin, Steven
Subject: RE: Followup on Florida Avenue

Thanks for the excerpt.

Banneker doesn't have $1 million. I would think we want a guarantee that covers the development period including any payments to Metro. After that, we can foreclose and the lender will step in. We would have to rely on a new development partner for Banneker.

From: Montague, Joshua W.
Sent: Friday, February 26, 2010 4:10 PM
To: Doggett, Rosalyn
Subject: RE: Followup on Florida Avenue

Roz –

Below is the redline language from the last term sheet.

The redline language is from the developer.

The comment is from WMATA.

Guaranty: At the Closing, ~~BACDC~~Banneker or another guarantor reasonably acceptable to WMATA will execute an unconditional guaranty ("Guaranty") to WMATA with the total liability thereunder limited to One Million Dollars ($1,000,000) plus the cost of enforcing the Guaranty against the guarantor. The Guaranty will be released by WMATA upon the Completion of the Total Project. The Definitive Agreement will include a minimum financial test to be met by ~~BACDC~~the guarantor which will be ~~100% of the estimated costs of the construction costs of the Total Project~~$1,000,000. The adequacy of security and need for this Guaranty to be further discussed in the Definitive Agreement. The Guaranty ~~agreement~~ will guarantee to WMATA, subject to the above, the following:

a) the completion of construction of the DEVELOPER Improvements;
b) the completion of infrastructure required by either the District or WMATA that is not included in the Site Work;
c) the completion of any demolition and removal of DEVELOPER Improvements as and when required under the terms of the Definitive Agreement;
d) the remediation of all hazardous materials as required by the Definitive Agreement or by applicable laws, courts or governmental authorities;
e) the required parties maintain the insurance required by WMATA under the Definitive Agreement; and in the event such insurance is not maintained and no insurer pays a claim that would have been paid if such WMATA required insurance had been maintained, the Guarantor shall indemnify WMATA up to the relevant insurance limit amounts;
f) the restoration of the Lease Property to the condition it was in on the date of Closing should work cease on the excavation portion of the project above the Lease Property longer than 30 days; and
g) the timely payment all DEVELOPER obligations under the Definitive Agreement, including full payment of any increase in the Capitalized Lease Payment for any Additional Density which increases the Capitalized Lease Payment after the Closing.

From: Doggett, Rosalyn
Sent: Friday, February 26, 2010 2:50 PM
To: Montague, Joshua W.
Subject: RE: Followup on Florida Avenue

Let's review where we are on this. I also think that we should give Omar the day off today.

FOIA CONFIDENTIAL TREATMENT REQUESTED

From: Montague, Joshua W.
Sent: Thursday, February 25, 2010 4:33 PM
To: Doggett, Rosalyn
Subject: FW: Followup on Florida Avenue

#7 – I think that he is confusing guaranty agreement with a performance bond here. I thought this was supposed to be in reference to a Guaranty Agreement from BOACDC or their replacement.

From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, February 25, 2010 3:50 PM
To: Anthony James Ives; Tiwana Hicks; Doggett, Rosalyn
Cc: Eric Smart; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Montague, Joshua W.; Goldin, Steven; Bushnaq, Tariq
Subject: Re: Followup on Florida Avenue

Roz,

When do you need responses for these items? As you know, bc of the birth of my child, I will be out for a few days and we will need to coordinate with the GC, our legal counsel and investor re 2, 3, 8 and 9. The balance of the responses are below:

1. The location of the spaces haven't been finalized yet as we are considering either having (a) 1 level of parking under each of the larger bldgs which we proposed in our initial submittal, or (b) use a mechanical system at level G1 of one bldg which would accommodate the 41 spaces. Based on the 153,000 sf, zoning would require 55 spaces. However, we met with OP and they expressed their interest in having us build less parking spaces for the project, even less than what zoning requires. This could be accomplished either through the BZA or Zoning Commission through a PUD, which they fully support.

4. 70 yrs is fine.

5. Yes. However, as previously discussed, bc Graham wanted us to do a lease vs a sale, he and I, and then Catoe and the staff, agreed that we would replace BACDC in the future as they were comfortable with a sale but not a lease.

6. Graham agreed to the adjustment and Catoe was fine with it. We will review what we sent you re the adjustment amount.

7. Ok. Our GC will provide a bond from an insurer of at least AA similar to what you've seen on other wmata projects.

Omar

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729 15th Street, NW, Suite 400
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(301) 523-1810 cell
okarim@bannekerventures.com

From: "Doggett, Rosalyn" <RDoggett@wmata.com>
Date: Thu, 25 Feb 2010 13:51:49 -0500
To: Omar A. Karim<okarim@bannekerventures.com>; aives@bannekerventures.com<aives@bannekerventures.com>; 'Tiwana Hicks'<thicks@bannekerventures.com>
Cc: Goldin, Steven<sgoldin@wmata.com>; eric.smart@bolansmart.com<eric.smart@bolansmart.com>; Montague, Joshua W.<jwmontague@wmata.com>; Bushnaq, Tariq<TBushnaq@wmata.com>
Subject: Followup on Florida Avenue

Good afternoon, Omar. Per our staff review this morning, we have the following comments/requests:

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012149

2. What type of foundation system are you using to support the light gauge steel construction? The question, of course, relates to how you will span our tunnels.
3. We think that with a 20% IRR to the developer, the return on adjusted gross income from capital event refinancing proceeds should be 10% of adjusted gross proceeds. Also, exclusions from capital events should be limited to estate transfers and to inclusion of equity/debt partners where no profit to participants is involved. They should definitely not include transfers among partners.
4. From discussions with other developers and comments from time to time from our board members, we believe that a 70 year lease would be sufficient and are requesting a reduction from 99 years.
5. Please reaffirm that BACDC is still in the deal as a development/financial partner.
6. On the cost credit for your consideration of a sale vs. lease this past Sept/Oct, please provide certification that Mr. Catoe or Mr. Graham offered that adjustment. Secondly, please be aware that from what you sent us previously, we can validate at best $30,000 if you still want to include this item in a term sheet.
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On a happy note, congratulations on your new son. Great news!

I look forward to your response.
Roz

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Washington, DC 20001

rdoggett@wmata.com
202-962-2208 phone
202-962-2396 fax

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012150

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, February 26, 2010 2:50 PM
To: Montague, Joshua W.
Subject: RE: Followup on Florida Avenue

Let's review where we are on this. I also think that we should give Omar the day off today.

From: Montague, Joshua W.
Sent: Thursday, February 25, 2010 4:33 PM
To: Doggett, Rosalyn
Subject: FW: Followup on Florida Avenue

#7 – I think that he is confusing guaranty agreement with a performance bond here. I thought this was supposed to be in reference to a Guaranty Agreement from BOACDC or their replacement.

From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, February 25, 2010 3:50 PM
To: Anthony James Ives; Tiwana Hicks; Doggett, Rosalyn
Cc: Eric Smart; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Montague, Joshua W.; Goldin, Steven; Bushnaq, Tariq
Subject: Re: Followup on Florida Avenue

Roz,

When do you need responses for these items? As you know, bc of the birth of my child, I will be out for a few days and we will need to coordinate with the GC, our legal counsel and investor re 2, 3, 8 and 9. The balance of the responses are below:

1. The location of the spaces haven't been finalized yet as we are considering either having (a) 1 level of parking under each of the larger bldgs which we proposed in our initial submittal, or (b) use a mechanical system at level G1 of one bldg which would accommodate the 41 spaces. Based on the 153,000 sf, zoning would require 55 spaces. However, we met with OP and they expressed their interest in having us build less parking spaces for the project, even less than what zoning requires. This could be accomplished either through the BZA or Zoning Commission through a PUD, which they fully support.

4. 70 yrs is fine.

5. Yes. However, as previously discussed, bc Graham wanted us to do a lease vs a sale, he and I, and then Catoe and the staff, agreed that we would replace BACDC in the future as they were comfortable with a sale but not a lease.

6. Graham agreed to the adjustment and Catoe was fine with it. We will review what we sent you re the adjustment amount.

7. Ok. Our GC will provide a bond from an insurer of at least AA similar to what you've seen on other wmata projects.

Omar

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(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Doggett, Rosalyn" <RDoggett@wmata.com>
Date: Thu, 25 Feb 2010 13:51:49 -0500

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012151

To: Omar A. Karim<okarim@bannekerventures.com>;
aives@bannekerventures.com<aives@bannekerventures.com>; 'Tiwana
Hicks'<thicks@bannekerventures.com>
Cc: Goldin, Steven<sgoldin@wmata.com>; eric.smart@bolansmart.com<eric.smart@bolansmart.com>;
Montague, Joshua W.<jwmontague@wmata.com>; Bushnaq, Tariq<TBushnaq@wmata.com>
Subject: Followup on Florida Avenue

Good afternoon, Omar. Per our staff review this morning, we have the following comments/requests:

1. Parking feasibility- where will the 41 spaces go, precisely, and how will you be able to justify only 41 spaces for 153,000 gsf of residential and retail vis a vis zoning regulations and market?
2. What type of foundation system are you using to support the light gauge steel construction? The question, of course, relates to how you will span our tunnels.
3. We think that with a 20% IRR to the developer, the return on adjusted gross income from capital event refinancing proceeds should be 10% of adjusted gross proceeds. Also, exclusions from capital events should be limited to estate transfers and to inclusion of equity/debt partners where no profit to participants is involved. They should definitely not include transfers among partners.
4. From discussions with other developers and comments from time to time from our board members, we believe that a 70 year lease would be sufficient and are requesting a reduction from 99 years.
5. Please reaffirm that BACDC is still in the deal as a development/financial partner.
6. On the cost credit for your consideration of a sale vs. lease this past Sept/Oct, please provide certification that Mr. Catoe or Mr. Graham offered that adjustment. Secondly, please be aware that from what you sent us previously, we can validate at best $30,000 if you still want to include this item in a term sheet.
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Items 8 and 9 are important to get ASAP because the project has changed.

On a happy note, congratulations on your new son. Great news!

I look forward to your response.
Roz

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Washington, DC 20001

rdoggett@wmata.com
202-962-2208 phone
202-962-2396 fax

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012152

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, February 26, 2010 9:27 AM
To: 'okarim@bannekerventures.com'; Anthony James Ives; Tiwana Hicks; Goldin, Steven
Cc: Eric Smart; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Montague, Joshua W.; Bushnaq, Tariq; Wallace, Maria A; Johnson, Shariyka
Subject: RE: Followup on Florida Avenue

Let's make it 3:30 on Tuesday as I am supposed to be at the BZA on another project at 1.

I will ask Maria or Shariyka to send out a notice.

From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, February 25, 2010 6:35 PM
To: Anthony James Ives; Tiwana Hicks; Doggett, Rosalyn; Goldin, Steven
Cc: Eric Smart; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Montague, Joshua W.; Bushnaq, Tariq
Subject: Re: Followup on Florida Avenue

Great. Please let us know if Tues at 3pm is okay with you all. If so, see you all then.

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
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(301) 523-1810 cell
okarim@bannekerventures.com

From: "Goldin, Steven" <sgoldin@wmata.com>
Date: Thu, 25 Feb 2010 18:19:38 -0500
To: okarim@bannekerventures.com<okarim@bannekerventures.com>; Anthony James Ives<aives@bannekerventures.com>; Tiwana Hicks<thicks@bannekerventures.com>; Doggett, Rosalyn<RDoggett@wmata.com>
Cc: Eric Smart<eric.smart@bolansmart.com>; Neil.Albert@dc.gov<Neil.Albert@dc.gov>; Yohance.Fuller@dc.gov<Yohance.Fuller@dc.gov>; Montague, Joshua W.<jwmontague@wmata.com>; Bushnaq, Tariq<TBushnaq@wmata.com>
Subject: RE: Followup on Florida Avenue

Tuesday afternoon is best for me

SG

From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, February 25, 2010 5:58 PM
To: Anthony James Ives; Tiwana Hicks; Doggett, Rosalyn
Cc: Eric Smart; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Goldin, Steven; Montague, Joshua W.; Bushnaq, Tariq
Subject: Re: Followup on Florida Avenue

Roz and Steve,

Thanks for the congratulations on the birth of my son earlier today. Means a lot to me. I understand that Steve will be on the Hill tomorrow and therefore won't be able to meet. As such, we were thinking that it might be more productive to reschedule the mtg for a time when he would be present. Would Mon, Tues or Wed work? If so, we will make ourselves available anytime, except 12-1 on Tues. Please let us know if this works. Thanks.

Omar

Omar A. Karim
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(202) 393-5462 fax

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012153

(301) 523-1810 cell
okarim@bannekerventures.com

From: "Doggett, Rosalyn" <RDoggett@wmata.com>
Date: Thu, 25 Feb 2010 17:17:23 -0500
To: okarim@bannekerventures.com<okarim@bannekerventures.com>; Anthony James Ives<aives@bannekerventures.com>; Tiwana Hicks<thicks@bannekerventures.com>
Cc: Eric Smart<eric.smart@bolansmart.com>; Neil.Albert@dc.gov<Neil.Albert@dc.gov>; Yohance.Fuller@dc.gov<Yohance.Fuller@dc.gov>; Montague, Joshua W.<jwmontague@wmata.com>; Goldin, Steven<sgoldin@wmata.com>; Bushnaq, Tariq<TBushnaq@wmata.com>
Subject: RE: Followup on Florida Avenue

In response to your first question, by the middle of next week, let's say midday Wednesday. In fact, I have just been informed that the meeting I referred to in yesterday's e-mail was moved forward to the week of March 8. But assuming that there will be some back and forth questions, I think that it would be best to get your material midweek next week. Let me know if that presents any problems.
Regards,
Roz

From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, February 25, 2010 3:50 PM
To: Anthony James Ives; Tiwana Hicks; Doggett, Rosalyn
Cc: Eric Smart; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Montague, Joshua W.; Goldin, Steven; Bushnaq, Tariq
Subject: Re: Followup on Florida Avenue

Roz,

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4. 70 yrs is fine.

5. Yes. However, as previously discussed, bc Graham wanted us to do a lease vs a sale, he and I, and then Catoe and the staff, agreed that we would replace BACDC in the future as they were comfortable with a sale but not a lease.

6. Graham agreed to the adjustment and Catoe was fine with it. We will review what we sent you re the adjustment amount.

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(301) 523-1810 cell
okarim@bannekerventures.com

From: "Doggett, Rosalyn" <RDoggett@wmata.com>
Date: Thu, 25 Feb 2010 13:51:49 -0500

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012154

To: Omar A. Karim<okarim@bannekerventures.com>;
aives@bannekerventures.com<aives@bannekerventures.com>; 'Tiwana
Hicks'<thicks@bannekerventures.com>
Cc: Goldin, Steven<sgoldin@wmata.com>; eric.smart@bolansmart.com<eric.smart@bolansmart.com>;
Montague, Joshua W.<jwmontague@wmata.com>; Bushnaq, Tariq<TBushnaq@wmata.com>
Subject: Followup on Florida Avenue

Good afternoon, Omar. Per our staff review this morning, we have the following comments/requests:

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202-962-2208 phone
202-962-2396 fax

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012155

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, February 25, 2010 5:20 PM
To: Montague, Joshua W.
Cc: Goldin, Steven
Subject: RE: Followup on Florida Avenue

Yes you are correct. Will address tomorrow. I did not cancel tomorrow's meeting and suppose I need to do that as well in the a.m.

From: Montague, Joshua W.
Sent: Thursday, February 25, 2010 4:33 PM
To: Doggett, Rosalyn
Subject: FW: Followup on Florida Avenue

#7 – I think that he is confusing guaranty agreement with a performance bond here. I thought this was supposed to be in reference to a Guaranty Agreement from BOACDC or their replacement.

From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, February 25, 2010 3:50 PM
To: Anthony James Ives; Tiwana Hicks; Doggett, Rosalyn
Cc: Eric Smart; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Montague, Joshua W.; Goldin, Steven; Bushnaq, Tariq
Subject: Re: Followup on Florida Avenue

Roz,

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okarim@bannekerventures.com

From: "Doggett, Rosalyn" <RDoggett@wmata.com>
Date: Thu, 25 Feb 2010 13:51:49 -0500

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012156

To: Omar A. Karim<okarim@bannekerventures.com>;
aives@bannekerventures.com<aives@bannekerventures.com>; 'Tiwana Hicks'<thicks@bannekerventures.com>
Cc: Goldin, Steven<sgoldin@wmata.com>; eric.smart@bolansmart.com<eric.smart@bolansmart.com>; Montague, Joshua W.<jwmontague@wmata.com>; Bushnaq, Tariq<TBushnaq@wmata.com>
Subject: Followup on Florida Avenue

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202-962-2396 fax

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012157

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, February 25, 2010 5:17 PM
To: 'okarim@bannekerventures.com'; Anthony James Ives; Tiwana Hicks
Cc: Eric Smart; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Montague, Joshua W.; Goldin, Steven; Bushnaq, Tariq
Subject: RE: Followup on Florida Avenue

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Sent: Thursday, February 25, 2010 3:50 PM
To: Anthony James Ives; Tiwana Hicks; Doggett, Rosalyn
Cc: Eric Smart; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Montague, Joshua W.; Goldin, Steven; Bushnaq, Tariq
Subject: Re: Followup on Florida Avenue

Roz,

When do you need responses for these items? As you know, bc of the birth of my child, I will be out for a few days and we will need to coordinate with the GC, our legal counsel and investor re 2, 3, 8 and 9. The balance of the responses are below:

1. The location of the spaces haven't been finalized yet as we are considering either having (a) 1 level of parking under each of the larger bldgs which we proposed in our initial submittal, or (b) use a mechanical system at level G1 of one bldg which would accommodate the 41 spaces. Based on the 153,000 sf, zoning would require 55 spaces. However, we met with OP and they expressed their interest in having us build less parking spaces for the project, even less than what zoning requires. This could be accomplished either through the BZA or Zoning Commission through a PUD, which they fully support.

4. 70 yrs is fine.

5. Yes. However, as previously discussed, bc Graham wanted us to do a lease vs a sale, he and I, and then Catoe and the staff, agreed that we would replace BACDC in the future as they were comfortable with a sale but not a lease.

6. Graham agreed to the adjustment and Catoe was fine with it. We will review what we sent you re the adjustment amount.

7. Ok. Our GC will provide a bond from an insurer of at least AA similar to what you've seen on other wmata projects.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Doggett, Rosalyn" <RDoggett@wmata.com>
Date: Thu, 25 Feb 2010 13:51:49 -0500
To: Omar A. Karim<okarim@bannekerventures.com>; aives@bannekerventures.com<aives@bannekerventures.com>; 'Tiwana Hicks'<thicks@bannekerventures.com>
Cc: Goldin, Steven<sgoldin@wmata.com>; eric.smart@bolansmart.com<eric.smart@bolansmart.com>; Montague, Joshua W.<jwmontague@wmata.com>; Bushnaq, Tariq<TBushnaq@wmata.com>
Subject: Followup on Florida Avenue

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012158

Good afternoon, Omar. Per our staff review this morning, we have the following comments/requests:

1. Parking feasibility- where will the 41 spaces go, precisely, and how will you be able to justify only 41 spaces for 153,000 gsf of residential and retail vis a vis zoning regulations and market?
2. What type of foundation system are you using to support the light gauge steel construction? The question, of course, relates to how you will span our tunnels.
3. We think that with a 20% IRR to the developer, the return on adjusted gross income from capital event refinancing proceeds should be 10% of adjusted gross proceeds. Also, exclusions from capital events should be limited to estate transfers and to inclusion of equity/debt partners where no profit to participants is involved. They should definitely not include transfers among partners.
4. From discussions with other developers and comments from time to time from our board members, we believe that a 70 year lease would be sufficient and are requesting a reduction from 99 years.
5. Please reaffirm that BACDC is still in the deal as a development/financial partner.
6. On the cost credit for your consideration of a sale vs. lease this past Sept/Oct, please provide certification that Mr. Catoe or Mr. Graham offered that adjustment. Secondly, please be aware that from what you sent us previously, we can validate at best $30,000 if you still want to include this item in a term sheet.
7. We still need a development guaranty from a third party rated at least AA.
8. Please attach an updated schedule. We will include language in our agreement, per Board request, that if a foundation to street level is not provided by a date x , the project will revert to WMATA.
9. I want to reiterate the need for the pro formas and elevations/plans and, also, itemized sources of funds for development which I did not ask for yesterday.

Items 8 and 9 are important to get ASAP because the project has changed.

On a happy note, congratulations on your new son. Great news!

I look forward to your response.
Roz

Rosalyn P. Doggett
Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

rdoggett@wmata.com
202-962-2208 phone
202-962-2396 fax

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012159

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, February 25, 2010 9:41 AM
To: Goldin, Steven; Bushnaq, Tariq
Subject: FW: Follow-up re Jazz @ Florida Avenue

Josh's issues. I'll bring some copies.

From: Montague, Joshua W.
Sent: Wednesday, February 24, 2010 10:26 AM
To: Doggett, Rosalyn
Subject: RE: Follow-up re Jazz @ Florida Avenue

Thanks for forwarding. Are we meeting anytime before Friday to discuss?

The exclusion of the adjacent parcels alleviates a major legal risk from WMATA's perspective.

Here are some outstanding issues that should be discussed before the meeting with the Developer:

1. Cap Event / Participation rent payments – WMATA should review/fix the formulas for these payments as they are described in the last term sheet.

2. Indemnification – WMATA should have a coherent strategy before discussing this issue with the Developer. Indemnification was a "non-negotiable" requirement of the JDS. The Developer has previously indicated that they are obtaining financing which would limit their indemnification to "surplus cash." While the Developer will likely argue that their insurance will provide WMATA all of the protection that we need, that may not be true. There are unique risks because the Developer is building over the tunnel. A $10M policy may not cover the repair of the damage.

   Additionally, the indemnification provisions offer protections that WMATA does not get from insurance. For example, environmental liability protection, payments due under the lease, payments that Developer fails to make related to the property (ex. mechanic's liens or government violations), or damages/lawsuits that might be outside of the scope of our insurance coverage.

3. Additional Costs Credit – Are we still providing this credit? Was this ever verified with either J. Graham or J. Catoe?

4. Guaranty – Are we accepting a guaranty from Banneker? What should it cover?

5. Project schedule – At the meeting without Omar, in response to J. Graham's concerns about the Developer just sitting on the property without building (i.e., the reversion issue), John Hagner came up with an alternative route to getting this project built on time. He suggested that we attach a project schedule to the lease. If the Developer does not meet any of the project schedule milestones then it is a default of the lease. J. Hagner said he had to verify this with his client before he could officially offer this to us. This should be included in the term sheet.

From: Doggett, Rosalyn
Sent: Wednesday, February 24, 2010 9:04 AM
To: Montague, Joshua W.
Subject: FW: Follow-up re Jazz @ Florida Avenue
Importance: High

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, February 23, 2010 4:54 PM
To: Doggett, Rosalyn
Cc: 'Anthony James Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Bottigheimer, Nat; Goldin, Steven
Subject: Follow-up re Jazz @ Florida Avenue
Importance: High

Roz,

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012160

Per our call this morning, Banneker, our develop partner and investors for The Jazz @ Florida Avenue project (collectively, the "Developer") are prepared to increase our offer to WMATA as follows:

1. Make a capitalized lease payment of **$5.2M** at Closing. This is a 130% increase in value over WMATA's appraised value of $2.2M, and a 70% increase in value over our previous base offer of $3.03M, which includes the NPV of the capitalized lease plus the NPV of the EGI payments. This base offer is inclusive of the projected **$2.8M loss in land value** (as calculated by WMATA's appraiser Richard Harps) due to the 8% IZ requirement and the additional hard and soft costs incurred by the Project as a result of building over the WMATA tunnel.

2. Because of some of the concerns raised by WMATA staff, we would are prepared to move forward with developing the Project solely on the WMATA parcels (28,347 SF). We will forgo our purchase of the adjacent 9th Street parcels, thereby relieving any potential complications that would arise with the necessity of a Co-Tenancy Agreement, also allowing us to free up capital that would have been used toward purchasing those parcels, and instead use these funds to pay WMATA more funds at Closing. We will also not pursue an alley closing.

3. We will build the project at 4.5 FAR (as of right if not for the mandatory IZ rules that went into effect after our selection) plus the 20% bonus (0.9 FAR) that we would get because of the IZ units, bringing the total FAR to 5.4 FAR. The Project will consist of 153,000 GSF, with 137 residential units (with 12 IZ units), 14,000 SF and 41 parking spaces. Developer would pay WMATA an agreed upon rate of $ per FAR for any SF that it builds above the 153,000 SF.

4. The initial term of the lease will be for 50 years, with a 49 year option and resets to market value every 10 years after the initial 50 year term.

5. All other terms will remain consistent (i.e., participation in Capital Events, etc.).

A $5.2M upfront, non-contingent payment to WMATA is significantly higher than the recent appraisal completed by WMATA and close to our initial offer to WMATA in 2007, excluding the imposition of the IZ units and market conditions. Based on our analysis of our initial offer, **the NPV of the offer, using reasonable interest rate assumptions, would have been about $11M,** which is no where close to the $14M that WMATA staff informed us that this is what they calculated our offer to be. If this is the case, assuming that the market conditions brought the value down by 20% (which is conservative), this would bring the offer from $11M to $8.8M. Because we have to build IZ units, which force us to go from a stick build construction type to a light gauge steel product, and at the same time loose money on all of the IZ units as they do not support themselves without a subsidy, which the District does not provide for IZ units, this causes the value of the offer to go from $8.8M to the $5.2M that we are now offering, excluding WMATA's other participation rights in the Project.

As we have discussed previously, to date, the Developer has incurred over $1M since being selected by WMATA. We continue to remain hopeful that the exhaustive amount of money and time spent by Developer and WMATA in bringing this Project will produce a TOD project that all parties can be proud of. We look forward to seeing you on Friday at 2:30 and finalizing this last term of the deal so that we can get the JDA and Lease complete and presented to the Board at the next possible Board meeting. Should you have any questions prior to Friday, please feel free to contact us.

Warmest regards, I remain

Sincerely,

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, February 24, 2010 4:48 PM
To: Goldin, Steven
Subject: FW: Follow-up re Jazz @ Florida Avenue

This is what I sent

From: Doggett, Rosalyn
Sent: Wednesday, February 24, 2010 4:47 PM
To: 'Omar A. Karim'
Subject: RE: Follow-up re Jazz @ Florida Avenue

Omar, thanks very much for the response and for the effort that has gone in to improve the offer. I would like to ask you to send as supplemental information a new site plan and elevations showing the configuration and building heights by parcel that you are anticipating. We will need this as soon as possible as we will be reviewing this project with principals of the agency on Monday. Similarly, we will need revised development and operating pro formas as we will most certainly be questioned about whether we have reviewed the numbers and think that they are feasible. Some time has now gone by since receipt of the last set, and the construction method has changed. Both the plans/elevations and pro formas will be needed in order to make the best possible case for the revised offer.

Thanks in advance for your cooperation. Please call me if you need further detail or want to discuss.
Roz

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, February 23, 2010 4:54 PM
To: Doggett, Rosalyn
Cc: 'Anthony James Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Bottigheimer, Nat; Goldin, Steven
Subject: Follow-up re Jazz @ Florida Avenue
Importance: High

Roz,

Per our call this morning, Banneker, our develop partner and investors for The Jazz @ Florida Avenue project (collectively, the "Developer") are prepared to increase our offer to WMATA as follows:

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2. Because of some of the concerns raised by WMATA staff, we would are prepared to move forward with developing the Project solely on the WMATA parcels (28,347 SF). We will forgo our purchase of the adjacent 9th Street parcels, thereby relieving any potential complications that would arise with the necessity of a Co-Tenancy Agreement, also allowing us to free up capital that would have been used toward purchasing those parcels, and instead use these funds to pay WMATA more funds at Closing. We will also not pursue an alley closing.

3. We will build the project at 4.5 FAR (as of right if not for the mandatory IZ rules that went into effect after our selection) plus the 20% bonus (0.9 FAR) that we would get because of the IZ units, bringing the total FAR to 5.4 FAR. The Project will consist of 153,000 GSF, with 137 residential units (with 12 IZ units), 14,000 SF and 41 parking spaces. Developer would pay WMATA an agreed upon rate of $ per FAR for any SF that it builds above the 153,000 SF.

4. The initial term of the lease will be for 50 years, with a 49 year option and resets to market value every 10 years after the initial 50 year term.

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A $5.2M upfront, non-contingent payment to WMATA is significantly higher than the recent appraisal completed by WMATA and close to our initial offer to WMATA in 2007, excluding the imposition of the IZ units and market conditions. Based on our analysis of our initial offer, **the NPV of the offer, using reasonable interest rate assumptions, would have been about $11M,** which is no where close to the $14M that WMATA staff informed us that this is what they calculated our offer to be. If this is the case, assuming that the market conditions brought the value down by 20% (which is conservative), this would bring the offer from $11M to $8.8M. Because we have to build IZ units, which force us to go from a stick build construction type to a light gauge steel product, and at the same time loose money on all of the IZ units as they do not support themselves without a subsidy, which the District does not provide for IZ units, this causes

FOIA CONFIDENTIAL TREATMENT REQUESTED

the value of the offer to go from $8.8M to the $5.2M that we are now offering, excluding WMATA's other participation rights in the Project.

As we have discussed previously, to date, the Developer has incurred over $1M since being selected by WMATA. We continue to remain hopeful that the exhaustive amount of money and time spent by Developer and WMATA in bringing this Project will produce a TOD project that all parties can be proud of. We look forward to seeing you on Friday at 2:30 and finalizing this last term of the deal so that we can get the JDA and Lease complete and presented to the Board at the next possible Board meeting. Should you have any questions prior to Friday, please feel free to contact us.

Warmest regards, I remain

Sincerely,

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, February 24, 2010 4:47 PM
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Sent: Tuesday, February 23, 2010 4:54 PM
To: Doggett, Rosalyn
Cc: 'Anthony James Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Bottigheimer, Nat; Goldin, Steven
Subject: Follow-up re Jazz @ Florida Avenue
Importance: High

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FOIA CONFIDENTIAL TREATMENT REQUESTED

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Warmest regards, I remain

Sincerely,

Omar

Omar A. Karim
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729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
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(301) 523-1810 cell

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, February 24, 2010 3:02 PM
To: Bushnaq, Tariq
Subject: FW: Follow-up re Jazz @ Florida Avenue

Importance: High

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, February 23, 2010 4:54 PM
To: Doggett, Rosalyn
Cc: 'Anthony James Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Bottigheimer, Nat; Goldin, Steven
Subject: Follow-up re Jazz @ Florida Avenue
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Warmest regards, I remain

Sincerely,

Omar

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012166

Omar A. Karim
Banneker Ventures, LLC
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Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012167

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, February 24, 2010 10:50 AM
To: Montague, Joshua W.
Subject: RE: Follow-up re Jazz @ Florida Avenue

Yes. When I finish current task I will arrange.

From: Montague, Joshua W.
Sent: Wednesday, February 24, 2010 10:26 AM
To: Doggett, Rosalyn
Subject: RE: Follow-up re Jazz @ Florida Avenue

Thanks for forwarding. Are we meeting anytime before Friday to discuss?

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From: Doggett, Rosalyn
Sent: Wednesday, February 24, 2010 9:04 AM
To: Montague, Joshua W.
Subject: FW: Follow-up re Jazz @ Florida Avenue
Importance: High

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, February 23, 2010 4:54 PM
To: Doggett, Rosalyn
Cc: 'Anthony James Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Bottigheimer, Nat; Goldin, Steven
Subject: Follow-up re Jazz @ Florida Avenue
Importance: High

Roz,

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012168

Per our call this morning, Banneker, our develop partner and investors for The Jazz @ Florida Avenue project (collectively, the "Developer") are prepared to increase our offer to WMATA as follows:

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3. We will build the project at 4.5 FAR (as of right if not for the mandatory IZ rules that went into effect after our selection) plus the 20% bonus (0.9 FAR) that we would get because of the IZ units, bringing the total FAR to 5.4 FAR. The Project will consist of 153,000 GSF, with 137 residential units (with 12 IZ units), 14,000 SF and 41 parking spaces. Developer would pay WMATA an agreed upon rate of $ per FAR for any SF that it builds above the 153,000 SF.

4. The initial term of the lease will be for 50 years, with a 49 year option and resets to market value every 10 years after the initial 50 year term.

5. All other terms will remain consistent (i.e., participation in Capital Events, etc.).

A $5.2M upfront, non-contingent payment to WMATA is significantly higher than the recent appraisal completed by WMATA and close to our initial offer to WMATA in 2007, excluding the imposition of the IZ units and market conditions. Based on our analysis of our initial offer, **the NPV of the offer, using reasonable interest rate assumptions, would have been about $11M,** which is no where close to the $14M that WMATA staff informed us that this is what they calculated our offer to be. If this is the case, assuming that the market conditions brought the value down by 20% (which is conservative), this would bring the offer from $11M to $8.8M. Because we have to build IZ units, which force us to go from a stick build construction type to a light gauge steel product, and at the same time loose money on all of the IZ units as they do not support themselves without a subsidy, which the District does not provide for IZ units, this causes the value of the offer to go from $8.8M to the $5.2M that we are now offering, excluding WMATA's other participation rights in the Project.

As we have discussed previously, to date, the Developer has incurred over $1M since being selected by WMATA. We continue to remain hopeful that the exhaustive amount of money and time spent by Developer and WMATA in bringing this Project will produce a TOD project that all parties can be proud of. We look forward to seeing you on Friday at 2:30 and finalizing this last term of the deal so that we can get the JDA and Lease complete and presented to the Board at the next possible Board meeting. Should you have any questions prior to Friday, please feel free to contact us.

Warmest regards, I remain

Sincerely,

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, February 24, 2010 9:18 AM
To: 'eric.smart@bolansmart.com'; Montague, Joshua W.
Subject: FW: Follow-up re Jazz @ Florida Avenue

Importance: High

After you have reviewed this, let's talk about additional information needed, npv, other

---

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, February 23, 2010 4:54 PM
To: Doggett, Rosalyn
Cc: 'Anthony James Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Bottigheimer, Nat; Goldin, Steven
Subject: Follow-up re Jazz @ Florida Avenue
Importance: High

Roz,

Per our call this morning, Banneker, our develop partner and investors for The Jazz @ Florida Avenue project (collectively, the "Developer") are prepared to increase our offer to WMATA as follows:

1. Make a capitalized lease payment of **$5.2M** at Closing. This is a 130% increase in value over WMATA's appraised value of $2.2M, and a 70% increase in value over our previous base offer of $3.03M, which includes the NPV of the capitalized lease plus the NPV of the EGI payments. This base offer is inclusive of the projected **$2.8M loss in land value** (as calculated by WMATA's appraiser Richard Harps) due to the 8% IZ requirement and the additional hard and soft costs incurred by the Project as a result of building over the WMATA tunnel.

2. Because of some of the concerns raised by WMATA staff, we would are prepared to move forward with developing the Project solely on the WMATA parcels (28,347 SF). We will forgo our purchase of the adjacent 9th Street parcels, thereby relieving any potential complications that would arise with the necessity of a Co-Tenancy Agreement, also allowing us to free up capital that would have been used toward purchasing those parcels, and instead use these funds to pay WMATA more funds at Closing. We will also not pursue an alley closing.

3. We will build the project at 4.5 FAR (as of right if not for the mandatory IZ rules that went into effect after our selection) plus the 20% bonus (0.9 FAR) that we would get because of the IZ units, bringing the total FAR to 5.4 FAR. The Project will consist of 153,000 GSF, with 137 residential units (with 12 IZ units), 14,000 SF and 41 parking spaces. Developer would pay WMATA an agreed upon rate of $ per FAR for any SF that it builds above the 153,000 SF.

4. The initial term of the lease will be for 50 years, with a 49 year option and resets to market value every 10 years after the initial 50 year term.

5. All other terms will remain consistent (i.e., participation in Capital Events, etc.).

A $5.2M upfront, non-contingent payment to WMATA is significantly higher than the recent appraisal completed by WMATA and close to our initial offer to WMATA in 2007, excluding the imposition of the IZ units and market conditions. Based on our analysis of our initial offer, **the NPV of the offer, using reasonable interest rate assumptions, would have been about $11M**, which is no where close to the $14M that WMATA staff informed us that this is what they calculated our offer to be. If this is the case, assuming that the market conditions brought the value down by 20% (which is conservative), this would bring the offer from $11M to $8.8M. Because we have to build IZ units, which force us to go from a stick build construction type to a light gauge steel product, and at the same time loose money on all of the IZ units as they do not support themselves without a subsidy, which the District does not provide for IZ units, this causes the value of the offer to go from $8.8M to the $5.2M that we are now offering, excluding WMATA's other participation rights in the Project.

As we have discussed previously, to date, the Developer has incurred over $1M since being selected by WMATA. We continue to remain hopeful that the exhaustive amount of money and time spent by Developer and WMATA in bringing this Project will produce a TOD project that all parties can be proud of. We look forward to seeing you on Friday at 2:30 and finalizing this last term of the deal so that we can get the JDA and Lease complete and presented to the Board at the next possible Board meeting. Should you have any questions prior to Friday, please feel free to contact us.

Warmest regards, I remain

Sincerely,

Omar

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012170

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012171

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, February 24, 2010 9:04 AM
To: Montague, Joshua W.
Subject: FW: Follow-up re Jazz @ Florida Avenue

Importance: High

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, February 23, 2010 4:54 PM
To: Doggett, Rosalyn
Cc: 'Anthony James Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Bottigheimer, Nat; Goldin, Steven
Subject: Follow-up re Jazz @ Florida Avenue
Importance: High

Roz,

Per our call this morning, Banneker, our develop partner and investors for The Jazz @ Florida Avenue project (collectively, the "Developer") are prepared to increase our offer to WMATA as follows:

1. Make a capitalized lease payment of **$5.2M** at Closing. This is a 130% increase in value over WMATA's appraised value of $2.2M, and a 70% increase in value over our previous base offer of $3.03M, which includes the NPV of the capitalized lease plus the NPV of the EGI payments. This base offer is inclusive of the projected **$2.8M loss in land value** (as calculated by WMATA's appraiser Richard Harps) due to the 8% IZ requirement and the additional hard and soft costs incurred by the Project as a result of building over the WMATA tunnel.

2. Because of some of the concerns raised by WMATA staff, we would are prepared to move forward with developing the Project solely on the WMATA parcels (28,347 SF). We will forgo our purchase of the adjacent 9th Street parcels, thereby relieving any potential complications that would arise with the necessity of a Co-Tenancy Agreement, also allowing us to free up capital that would have been used toward purchasing those parcels, and instead use these funds to pay WMATA more funds at Closing. We will also not pursue an alley closing.

3. We will build the project at 4.5 FAR (as of right if not for the mandatory IZ rules that went into effect after our selection) plus the 20% bonus (0.9 FAR) that we would get because of the IZ units, bringing the total FAR to 5.4 FAR. The Project will consist of 153,000 GSF, with 137 residential units (with 12 IZ units), 14,000 SF and 41 parking spaces. Developer would pay WMATA an agreed upon rate of $ per FAR for any SF that it builds above the 153,000 SF.

4. The initial term of the lease will be for 50 years, with a 49 year option and resets to market value every 10 years after the initial 50 year term.

5. All other terms will remain consistent (i.e., participation in Capital Events, etc.).

A $5.2M upfront, non-contingent payment to WMATA is significantly higher than the recent appraisal completed by WMATA and close to our initial offer to WMATA in 2007, excluding the imposition of the IZ units and market conditions. Based on our analysis of our initial offer, **the NPV of the offer, using reasonable interest rate assumptions, would have been about $11M,** which is no where close to the $14M that WMATA staff informed us that this is what they calculated our offer to be. If this is the case, assuming that the market conditions brought the value down by 20% (which is conservative), this would bring the offer from $11M to $8.8M. Because we have to build IZ units, which force us to go from a stick build construction type to a light gauge steel product, and at the same time loose money on all of the IZ units as they do not support themselves without a subsidy, which the District does not provide for IZ units, this causes the value of the offer to go from $8.8M to the $5.2M that we are now offering, excluding WMATA's other participation rights in the Project.

As we have discussed previously, to date, the Developer has incurred over $1M since being selected by WMATA. We continue to remain hopeful that the exhaustive amount of money and time spent by Developer and WMATA in bringing this Project will produce a TOD project that all parties can be proud of. We look forward to seeing you on Friday at 2:30 and finalizing this last term of the deal so that we can get the JDA and Lease complete and presented to the Board at the next possible Board meeting. Should you have any questions prior to Friday, please feel free to contact us.

Warmest regards, I remain

Sincerely,

Omar

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012172

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
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(202) 393-5462 fax
(301) 523-1810 cell

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, December 22, 2009 5:27 PM
To: 'Omar A. Karim'
Cc: 'Anthony James Ives'; 'Tiwana Hicks'; Goldin, Steven
Subject: RE: Banneker Financial Information

thanks

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, December 22, 2009 5:22 PM
To: Doggett, Rosalyn
Cc: 'Anthony James Ives'; 'Tiwana Hicks'; Goldin, Steven
Subject: RE: Banneker Financial Information
Importance: High

Roz,

As requested, we attach for your records our confidential most recent balance sheet and income statement. Please keep this confidential to only those persons who must review this in connection with any questions by the Board. Also, attached please find our most recent sources and uses for the project.

Omar

From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Thursday, December 17, 2009 4:29 PM
To: okarim@bannekerventures.com
Cc: Goldin, Steven; Montague, Joshua W.
Subject: RE: Banneker Financial Information

Here is the change in terms that was sent forward for transmission to the Board and the comparison table that will be made available to them in January

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From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, December 17, 2009 12:55 PM
To: Doggett, Rosalyn
Cc: Anthony James Ives; Tiwana Hicks; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Goldin, Steven
Subject: Re: Banneker Financial Information

Roz,

Can you send us the updated term sheet with the latest offer, along with the summary of the term sheet you expect to send the Board.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
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(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Doggett, Rosalyn" <RDoggett@wmata.com>
Date: Thu, 17 Dec 2009 11:05:36 -0500
To: Omar A. Karim<okarim@bannekerventures.com>
Cc: 'Anthony James Ives'<aives@bannekerventures.com>; 'Tiwana Hicks'<thicks@bannekerventures.com>; Neil.Albert@dc.gov<Neil.Albert@dc.gov>; Yohance.Fuller@dc.gov<Yohance.Fuller@dc.gov>; Goldin, Steven<sgoldin@wmata.com>
Subject: RE: Banneker Financial Information

The term sheet is on the agenda for the Jan 14, 2010 Planning Development & Real Estate Committee meeting, Executive Session, along with a request to extend time to negotiate an agreement. I will not know the Board's response until then.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Tuesday is fine for providing that information.

Thanks again
R.

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, December 17, 2009 10:50 AM
To: Doggett, Rosalyn
Cc: 'Anthony James Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Goldin, Steven
Subject: RE: Banneker Financial Information

Ms. Doggett,

Thank you for your email. Our accountants should be able to provide us with our 3Q08 statements by next week. Would COB next Tuesday be okay to provide you all the statements and sources and uses? Can you provide information as to where we are with the Term Sheet? What was the Board's response to the information that you provided them following our last meeting? As we've discussed, these delays have and continue to cause us significant delays in our schedule.

Thank you in advance.

Omar

From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Thursday, December 17, 2009 10:33 AM
To: Omar A. Karim
Cc: Goldin, Steven
Subject: Banneker Financial Information

Good morning, Omar,

Given the amount of time that has elapsed since your initial submission, and anticipating possible Board questions, I have been asked to request from you the most recent balance sheet, income statement and sources and uses of funds statement for Banneker Ventures (the items requested in the original proposal submission requirements). Please let me know when we might receive these.

Thanks very much
Happy Holidays

Rosalyn

Rosalyn P. Doggett
Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

rdoggett@wmata.com
202-962-2208 phone
202-962-2396 fax

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012175

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, December 17, 2009 4:29 PM
To: 'okarim@bannekerventures.com'
Cc: Goldin, Steven; Montague, Joshua W.
Subject: RE: Banneker Financial Information
Attachments: Shaw-Howard Fr Bottigheimer.pdf; ShawHoward FL AveTerm Sheets Comparison Revised 12-09.xlsx

Here is the change in terms that was sent forward for transmission to the Board and the comparison table that will be made available to them in January

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From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, December 17, 2009 12:55 PM
To: Doggett, Rosalyn
Cc: Anthony James Ives; Tiwana Hicks; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Goldin, Steven
Subject: Re: Banneker Financial Information

Roz,

Can you send us the updated term sheet with the latest offer, along with the summary of the term sheet you expect to send the Board.

Omar

Omar A. Karim
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729 15th Street, NW, Suite 400
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(301) 523-1810 cell
okarim@bannekerventures.com

From: "Doggett, Rosalyn" <RDoggett@wmata.com>
Date: Thu, 17 Dec 2009 11:05:36 -0500
To: Omar A. Karim<okarim@bannekerventures.com>
Cc: 'Anthony James Ives'<aives@bannekerventures.com>; 'Tiwana Hicks'<thicks@bannekerventures.com>; Neil.Albert@dc.gov<Neil.Albert@dc.gov>; Yohance.Fuller@dc.gov<Yohance.Fuller@dc.gov>; Goldin, Steven<sgoldin@wmata.com>
Subject: RE: Banneker Financial Information.

The term sheet is on the agenda for the Jan 14, 2010 Planning Development & Real Estate Committee meeting, Executive Session, along with a request to extend time to negotiate an agreement. I will not know the Board's response until then.

Tuesday is fine for providing that information.

Thanks again
R.

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, December 17, 2009 10:50 AM
To: Doggett, Rosalyn
Cc: 'Anthony James Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Goldin, Steven
Subject: RE: Banneker Financial Information

Ms. Doggett,

Thank you for your email. Our accountants should be able to provide us with our 3Q08 statements by next week. Would COB next Tuesday be okay to provide you all the statements and sources and uses? Can you provide information as to where we are with the Term Sheet? What was the Board's response to the information that you provided them following our last meeting? As we've discussed, these delays have and continue to cause us significant delays in our schedule.

Thank you in advance.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012176

Omar

From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Thursday, December 17, 2009 10:33 AM
To: Omar A. Karim
Cc: Goldin, Steven
Subject: Banneker Financial Information

Good morning, Omar,

Given the amount of time that has elapsed since your initial submission, and anticipating possible Board questions, I have been asked to request from you the most recent balance sheet, income statement and sources and uses of funds statement for Banneker Ventures (the items requested in the original proposal submission requirements). Please let me know when we might receive these.

Thanks very much
Happy Holidays

Rosalyn

Rosalyn P. Doggett
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Washington, DC 20001

rdoggett@wmata.com
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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012177

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, December 17, 2009 11:06 AM
To: 'Omar A. Karim'
Cc: 'Anthony James Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Goldin, Steven
Subject: RE: Banneker Financial Information

The term sheet is on the agenda for the Jan 14, 2010 Planning Development & Real Estate Committee meeting, Executive Session, along with a request to extend time to negotiate an agreement. I will not know the Board's response until then.

Tuesday is fine for providing that information.

Thanks again
R.

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, December 17, 2009 10:50 AM
To: Doggett, Rosalyn
Cc: 'Anthony James Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Goldin, Steven
Subject: RE: Banneker Financial Information

Ms. Doggett,

Thank you for your email. Our accountants should be able to provide us with our 3Q08 statements by next week. Would COB next Tuesday be okay to provide you all the statements and sources and uses? Can you provide information as to where we are with the Term Sheet? What was the Board's response to the information that you provided them following our last meeting? As we've discussed, these delays have and continue to cause us significant delays in our schedule.

Thank you in advance.

Omar

From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Thursday, December 17, 2009 10:33 AM
To: Omar A. Karim
Cc: Goldin, Steven
Subject: Banneker Financial Information

Good morning, Omar,

Given the amount of time that has elapsed since your initial submission, and anticipating possible Board questions, I have been asked to request from you the most recent balance sheet, income statement and sources and uses of funds statement for Banneker Ventures (the items requested in the original proposal submission requirements). Please let me know when we might receive these.

Thanks very much
Happy Holidays

Rosalyn

Rosalyn P. Doggett
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Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

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202-962-2396 fax

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012178

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, December 02, 2009 10:46 AM
To: Welch, Kermit A.
Subject: FW: Florida Ave

Importance: High

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, December 02, 2009 10:44 AM
To: Goldin, Steven
Cc: 'Anthony James Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; Doggett, Rosalyn; Catoe, John B.; Montague, Joshua W.; Welch, Kermit A.; Bottigheimer, Nat
Subject: RE: Florida Ave
Importance: High

Steve,

We are trying to figure out a way to provide the Board with comfort in a deal that we work out with the Staff to move this project forward. As such, based on the memo that you all sent to the Board on 11/6/09, as well as conversations that Staff is having with the Board about the initial NPV that Staff told the Board that we had agreed to pay them in early 2008 versus the current NPV that we agreed to pay most recently ($3.03M - $4.28M from the 11/6/09 memo), prior to today's noon meeting, can you send us a quick breakdown of how the Staff came up with the NPV and land appraisal presented to the Board last year and compare it with the NPV and appraisal that the Staff presented to the Board on 11/5/09. We believe that the NPV that we offered for the land in 07 and 08 is $7-8.5M, depending on the discount rate used. If the new land value based on the independent appraisals that WMATA obtained is now $2.2M, our current offer of $3.03M - $4.28M would be consistent with the old land value (lets say $4M), and old NPV, say $7.5M. Thus, the new offer would be consistent with the new appraisal. Moreover, since we were selected, IZ rules were put into place, which further reduces the value of the land. Thus, any old NPV that we offered (lets say $7.5M), would even be reduced because of the IZ rules now in effect. When we meet later today, we are prepared to discuss providing WMATA with some increase in the capitalized lease payment; however, in order to do so, we need to have an understanding of what NPV WMATA told the Board we offered initially as the Board is using this old value to compare it with the new value. However, as you and the other staff have been well aware since we initially submitted our offer in 2007, because we are using FHA-insured financing, we will not be allowed to re-set the amount paid to WMATA during the term of the loan period because FHA does not allow it. WMATA staff is well aware of these rules as it has done many Joint Development projects that were FHA-insured.

Thank you in advance.

Omar

From: Goldin, Steven [mailto:sgoldin@wmata.com]
Sent: Tuesday, December 01, 2009 2:05 PM
To: Omar A. Karim
Cc: Montague, Joshua W.; Welch, Kermit A.; Doggett, Rosalyn
Subject: Florida Ave

Omar

We are available to meet with you tomorrow, Wednesday 12/2, at noon at our offices. Please advise

Steven E. Goldin
Director, Station Area Planning & Asset Management
Washington Metropolitan Area Transit Authority
sgoldin@wmata.com
202-962-2616

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, November 24, 2009 3:06 PM
To: Goldin, Steven
Subject: FW: Florida Avenue

From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Monday, November 23, 2009 9:13 PM
To: Goldin, Steven
Cc: Anthony James Ives; Tiwana Hicks; Yohance S. Fuller; Doggett, Rosalyn; John Hagner; O'Keeffe, Carol B.; Bottigheimer, Nat
Subject: Re: Florida Avenue

Steve,

We will be providing you with our response tomorrow.

Omar

Omar A. Karim
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729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Goldin, Steven" <sgoldin@wmata.com>
Date: Thu, 19 Nov 2009 17:22:00 -0500
To: Omar A. Karim<okarim@bannekerventures.com>
Cc: Bottigheimer, Nat<NBottigheimer@wmata.com>; O'Keeffe, Carol B.<cokeeffe@wmata.com>; Doggett, Rosalyn<RDoggett@wmata.com>
Subject: Florida Avenue

Omar

The Board took no action today after discussing the matter. Following the meeting, staff has been directed to submit a memo to the Board on Wednesday 11/25/09, addressing these issues in order for the Board to reconsider the approval of a term sheet for the lease on 11/30/09:

1) The initial capitalized lease payment was deemed insufficient and must be increased.
2) The lack of a payment "reset" for the first 60 years was deemed unacceptable. The Board wants to see earlier resets and we propose a reset every ten years as a starting point for discussion.

The Real Estate TOD Team and attorneys in the Counsel's Office will be in a work session all day tomorrow. Understanding the short time frame in which we have to resolve this matter, or not, please get back to me on Monday 11/23/09.

Thank you

Steven E. Goldin
Director, Station Area Planning & Asset Management
Washington Metropolitan Area Transit Authority
sgoldin@wmata.com
202-962-2616

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012180

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, November 24, 2009 9:32 AM
To: Meister, Mark K.
Subject: FW: Florida Avenue

Fyi
I spoke too soon

From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Monday, November 23, 2009 9:13 PM
To: Goldin, Steven
Cc: Anthony James Ives; Tiwana Hicks; Yohance S. Fuller; Doggett, Rosalyn; John Hagner; O'Keeffe, Carol B.; Bottigheimer, Nat
Subject: Re: Florida Avenue

Steve,

We will be providing you with our response tomorrow.

Omar

Omar A. Karim
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729 15th Street, NW, Suite 400
Washington, DC 20005
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(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Goldin, Steven" <sgoldin@wmata.com>
Date: Thu, 19 Nov 2009 17:22:00 -0500
To: Omar A. Karim<okarim@bannekerventures.com>
Cc: Bottigheimer, Nat<NBottigheimer@wmata.com>; O'Keeffe, Carol B.<cokeeffe@wmata.com>; Doggett, Rosalyn<RDoggett@wmata.com>
Subject: Florida Avenue

Omar

The Board took no action today after discussing the matter. Following the meeting, staff has been directed to submit a memo to the Board on Wednesday 11/25/09, addressing these issues in order for the Board to reconsider the approval of a term sheet for the lease on 11/30/09:

1) The initial capitalized lease payment was deemed insufficient and must be increased.
2) The lack of a payment "reset" for the first 60 years was deemed unacceptable. The Board wants to see earlier resets and we propose a reset every ten years as a starting point for discussion.

The Real Estate TOD Team and attorneys in the Counsel's Office will be in a work session all day tomorrow. Understanding the short time frame in which we have to resolve this matter, or not, please get back to me on Monday 11/23/09.

Thank you

Steven E. Goldin
Director, Station Area Planning & Asset Management
Washington Metropolitan Area Transit Authority
sgoldin@wmata.com
202-962-2616

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012181

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, November 16, 2009 8:54 AM
To: 'Omar A. Karim'
Subject: FW: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-FloridaAvenue Sites

Omar, once again the term sheet was sent out to the Board on Friday for its consideration on Thursday November 16.

Please note the two points below in Josh Montague's e-mail, which we will adhere to. If you want further explanation, which does not appear necessary to us because we have already given you reasons, do feel free to give me a call.
Many thanks,
Roz

From: Goldin, Steven
Sent: Friday, November 13, 2009 6:33 PM
To: Montague, Joshua W.; Doggett, Rosalyn; Bottigheimer, Nat
Subject: Re: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-FloridaAvenue Sites

Agreed. Roz; please advise Omar next Monday.
Steve

From: Montague, Joshua W.
To: Goldin, Steven; Doggett, Rosalyn
Sent: Fri Nov 13 18:29:16 2009
Subject: FW: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-FloridaAvenue Sites
Per our meeting today, this is a reminder that we should inform the developer of the following:

1. There will be no more negotiating of the terms after the board approves the Term Sheet; and

2. The Developer must work off of the Florida Ave Lease draft that was sent to them by WMATA on 7/24/09. We cannot work off of the Rhode Island Ave Lease for reasons previously provided to John Hagner and Omar Karim.

Have a good weekend,

Josh

From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, November 04, 2009 10:42 PM
To: Anthony James Ives; Tiwana Hicks; Montague, Joshua W.; John Hagner; O'Keeffe, Carol B.; Bottigheimer, Nat
Cc: Yohance S. Fuller; jkass@dccouncil.us; Marshall, Malcolm; Meister, Mark K.; Doggett, Rosalyn; Goldin, Steven
Subject: Re: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-FloridaAvenue Sites

Nat,

Thanks for your thoughts. We appreciate them. For purposes of tomorrow, we accept the Term Sheet as sent to us this evening.

Following approval of the Term Sheet, we will give more thought to this particular issue to help come up with a way to meet your goals. Should we be able to come up with an agreeable solution prior to finalizing the JDA and Lease, we could include the solution in these docs. Alternatively, there is probably even more time bt approval of these docs and execution of the Lease prior to Closing to come up with solutions. In either case, we promise to provide you and your team with some solutions to address the concerns of all parties.

Thanks for working so hard on this. Finalizing the JDA and Lease should now be a piece of cake.

Omar
Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012182

From: "Bottigheimer, Nat" <NBottigheimer@wmata.com>
Date: Wed, 4 Nov 2009 21:01:52 -0500
To: O'Keeffe, Carol B.<cokeeffe@wmata.com>; Montague, Joshua W.<jwmontague@wmata.com>; aives@bannekerventures.com<aives@bannekerventures.com>; okarim@bannekerventures.com<okarim@bannekerventures.com>; thicks@bannekerventures.com<thicks@bannekerventures.com>; jhagner@wcsr.com<jhagner@wcsr.com>
Cc: Goldin, Steven<sgoldin@wmata.com>; Doggett, Rosalyn<RDoggett@wmata.com>; Meister, Mark K.<MMeister@wmata.com>; Marshall, Malcolm<MMarshall@wmata.com>; jkass@dccouncil.us<jkass@dccouncil.us>; Yohance S. Fuller<Yohance.Fuller@dc.gov>
Subject: RE: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites

John--

I heard a problem and I didn't hear a solution. Also, for the reasons laid out below, I don't understand at all your concept that we're making an above market imposition on the Developer.

Here are our premises:

It's our land.

Long-term real estate values in the DC region have grown faster than 3%. A location on U Street in between U Street and Shaw/Howard stations has growth potential and value stability unlike the vast majority of property in the region, and its long-term appreciation value is significant.

Agreeing to a lease that is based on an escalation rate less than the the property's probable long-term appreciation rate is selling ourselves short. Marking to market each decade and then holding constant for each 10-year period while property values and lease-rates available to building owners appreciate is leaving significant value on the table each year in a decade.

Without going to a spreadsheet, if we were simply to mark to market each decade, in year one of any given decade we'd get 4% less than the rental income available to a building owner on average. The next year we'd get 8% less than full value, the next year 12% less than full value, each year the same until the last year of the decade, when we'd be getting 42% below full value. That's a lot of value to leave on the table by marking to market each decade and holding constant for 10 years. Having a 3% escalation rate each year through the decade is intended to keep the rent to us, the land-owner, comparable but slightly below the long-term average increase in value until the next reset. The language we've provided is intended to keep us at rent levels close to market value for each year of the remaining 39 years of the lease without giving away the game, as your proposals would appear to have us do.

Other premises:

At Twinbrook, we negotiated a lease with JBG with precisely the terms we proposed.

Long-term leases are finance-able at terms less than 99 years.

If you have a concern about lender certainty and project finance-ability, as you suggest you do, we are open to proposals that do not systematically erode Metro's ability to realize the value of its land over the period 60-99. We're open to a capitalization of future rent at year 60 for the period 60-99, and we're open to rent levels re-set every decade to be constant for the decade, but if rent levels are reset to be constant for a decade for the purpose of certainty, then they should be set above market for the first five years of the decade with the expectation that they'd be below market the second half. Maybe you have other thoughts.

Until we hear a counter that protects our value in a market-rate setting from years 60-99, the proposal we've made is our final proposal.

Respectfully,

Nat

From: John Hagner [mailto:JHagner@wcsr.com]
Sent: Wednesday, November 04, 2009 6:24 PM
To: O'Keeffe, Carol B.; Montague, Joshua W.
Cc: Anthony (Tony) James Ives(aives@bannekerventures.com); Omar A. Karim Esquire (okarim@bannekerventures.com); Tiwana Z. HicksEsquire (thicks@bannekerventures.com)
Subject: RE: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites

Carol and Josh: Let me share my response to the final change mandated by WMATA. The effects of this change are as follows:

1. WMATA will charge more than the Fair Rental Value of the Lease Property after the 61st lease year. If the Monthly Lease Payments are based on Fair Rental Value, then the 3%

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escalation either has to be considered in setting the Monthly Lease Payments or the escalation is an above-market imposition on the DEVELOPER. When the Fair Rental Value is determined by the three appraisers, their determination is for a period of years. WMATA is not recognizing that fact and holding the Monthly Lease Payments to the Fair Rental Value during the time period determined by the three appraisers.

2. Resetting the Monthly Lease Payments to Fair Rental Value every ten years makes the Lease un-financeable after the 60th lease year. No institutional lender will make a loan longer than ten years under these circumstances, which eliminates all the Federal and GSE (Government Sponsored Entities, *i.e.*, Fannie Mae and Freddie Mac) as lenders. To be precise, the lender will only make a loan that self-amortizes in ten years because no institutional lender will take the risk of an unlimited base rent increase while their loan is still unpaid. I'm sharing this from actual experience of litigating an almost identical issue for almost five years in the District of Columbia where the tenant under a long-term ground lease which had periodic repricing to full market rent could not refinance the leasehold estate on a permanent loan basis. This meant the tenant could not refinance the leasehold estate to pay for the needed renovation of the building and the substantial tenant improvements and lease brokerage fees to prepare for a full-building tenant. As you would expect, the tenant sued the landlord to modify the ground lease. I can't share anymore because the litigation settled under a strict confidentiality agreement. However, the "lesson learned" from this experience is that ground leases with short-term periodic repricing of the ground rent can't be refinanced on the long-term basis needed for major renovations and improvements.

I respectfully believe the last change vitiates the benefit of a lease over 60 years.

John

John D. Hagner
Womble Carlyle Sandridge & Rice, PLLC | 1401 Eye St., NW | Suite 700 | Washington, DC 20005-2225
T: 202.857.4404 | F: 202.261.0004 | E: jhagner@wcsr.com | W: www.wcsr.com

From: Montague, Joshua W. [mailto:jwmontague@wmata.com]
Sent: Wednesday, November 04, 2009 5:57 PM
To: Hagner, John
Cc: O'Keeffe, Carol B.
Subject: FW: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites

Attached is the updated Term Sheet described below.

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority
600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

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From: O'Keeffe, Carol B.
Sent: Wednesday, November 04, 2009 5:43 PM
To: John Hagner
Cc: Montague, Joshua W.
Subject: RE: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites

John, Josh is sending a revision that puts in a different reset that Nat will accept; he had not agreed to 99 years and is only willing to go forward with the reset provisions that Josh will send. We have spoken with Mr. Karim who seems to have accepted it, but this is an impossible way to do a deal. I know that you are not causing it.

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From: John Hagner [mailto:JHagner@wcsr.com]
Sent: Wednesday, November 04, 2009 5:38 PM
To: O'Keeffe, Carol B.
Cc: Montague, Joshua W.
Subject: Re: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites

Carol: I'm on a large conference call which I can't get out of. I'll listen to your voicemail and call you as soon as I'm off.
John
John D. Hagner
Womble Carlyle Sandridge & Rice, PLLC
202.857.4404 Direct
Sent from my Blackberry. Please excuse typos.

From: O'Keeffe, Carol B. <cokeeffe@wmata.com>
To: Yohance S. Fuller <Yohance.Fuller@dc.gov>; Omar A. Karim <okarim@bannekerventures.com>; Montague, Joshua W. <jwmontague@wmata.com>
Cc: aives@bannekerventures.com <aives@bannekerventures.com>; mmckinney@bannekerventures.com <mmckinney@bannekerventures.com>; Tiwana Hicks <thicks@bannekerventures.com>; Neil.Albert@dc.gov <Neil.Albert@dc.gov>; Hagner, John; Bottigheimer, Nat <NBottigheimer@wmata.com>; Doggett, Rosalyn <RDoggett@wmata.com>; Goldin, Steven <sgoldin@wmata.com>
Sent: Wed Nov 04 17:25:10 2009
Subject: RE: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites
Not yet; we are working on it and will call John Hagner.

From: Yohance (EOM) Fuller [mailto:yohance.fuller@dc.gov]
Sent: Wednesday, November 04, 2009 5:22 PM
To: Omar A. Karim; Montague, Joshua W.
Cc: aives@bannekerventures.com; mmckinney@bannekerventures.com; Tiwana Hicks; Neil.Albert@dc.gov; O'Keeffe, Carol B.; John Hagner; Bottigheimer, Nat; Doggett, Rosalyn; Goldin, Steven
Subject: RE: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites

Josh/Nat –

I'm writing to confirm whether both parties are in agreement and that WMATA staff is prepared to recommend approval of the term sheet during the committee meeting and special board meeting tomorrow. Please advise.

Thanks,

Yohance

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, November 04, 2009 3:45 PM
To: 'Montague, Joshua W.'
Cc: 'Bottigheimer, Nat'; 'O'Keeffe, Carol B.'; 'Goldin, Steven'; 'Doggett, Rosalyn'; Fuller, Yohance (EOM); Albert, Neil (EOM); 'John Hagner'; 'Tiwana Hicks'; mmckinney@bannekerventures.com; aives@bannekerventures.com
Subject: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites
Importance: High

Josh,

In preparation of tomorrow's Board meeting, attached are the following:

1. Amended and Restated Term Sheet revised in accordance with the discussions since Monday, which finalizes our understanding; and
2. "Redline...#157; of the Amended and Restated Term Sheet against the version that we provided to WMATA on November 2, 2009 at 6:20p.

The revised language on Capital Events was taken from the term sheet for Rhode Island Ave., and the concept of adjusting the base rent for additional density stops after the first 60 years because the re-appraisal will be based on the Leased Property as if vacant, thereby assuming the maximum density has been constructed on the land.

Please contact me with any questions or comments.

Omar

Omar A. Karim
Banneker Ventures, LLC

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012185

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(301) 523-1810 cell
okarim@bannekerventures.com

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Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, November 10, 2009 2:23 PM
To: Montague, Joshua W.; Goldin, Steven
Subject: RE: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites

I can do any time early Thus am

From: Montague, Joshua W.
Sent: Tuesday, November 10, 2009 10:53 AM
To: Doggett, Rosalyn; Goldin, Steven
Subject: FW: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites

Steve and Rosalyn,

Can we set a time with one or both of you to discuss what needs to be done next on the Florida Avenue transaction?

In particular, I would like to discuss:

1. Finalizing the term sheet, including John Hagner's email below; and
2. Getting started on the Lease, JDA, Guaranty, CCRs, ROE, and Co-Tenancy Agreement.

Please let me know when you are available.

Josh

From: John Hagner [mailto:JHagner@wcsr.com]
Sent: Thursday, November 05, 2009 2:16 AM
To: aives@bannekerventures.com; okarim@bannekerventures.com; thicks@bannekerventures.com; Montague, Joshua W.; O'Keeffe, Carol B.; Bottigheimer, Nat
Cc: Yohance S. Fuller; jkass@dccouncil.us; Marshall, Malcolm; Meister, Mark K.; Doggett, Rosalyn; Goldin, Steven
Subject: RE: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites

Nat: Thanks for your response. Notwithstanding the late hour, I feel compelled to respond tonight while this is fresh in everyone's thinking. This is not my best response because of fatigue at this hour. I'll try to be brief and to the point.

One of the reasons I made my earlier response is for the first time since working on multiple WMATA joint development projects since 2003, I have access to the Appraisal from Harps & Harps and the Rent Calculation from Integra Realty Resources. My arguments are based on statements in the October 30, 2009 Rent Calculation you provided.

Before responding to the specific statements, let me first offer an observation on WMATA's return on its land. In my experience, institutional investors consider their "total return" on their investments, not just their net income. Total return on land for a tax-exempt landlord from a ground lease has three components: (1) the rent (or net operating income) from the leasing of the land; plus (2) the appreciation (or depreciation) in the value of the land over the term of the lease, assuming the tenant does not have a fixed-price purchase option for the land (which the Developer does not have); plus (3) the discounted present value of the improvements which revert to the landlord upon the expiration of the lease. In the District of Columbia, commercial land has not depreciated over any long period of time since the British burned the Capitol in 1814. None of your comments acknowledge that WMATA receives the entire appreciation in the value of the land over the term of the lease and the value of the reverted improvements as part of its "return" on the land. Even if WMATA considers such appreciation an "unrealized gain" on its land, it is still a gain that institutional investors recognize. WMATA could realize and monetize such gain through a financing transaction if it chose to do so

My second observation is the calculation of market rent excludes (i) the Participating Rent based on 1.5% of gross sublease receipts, (ii) the Capital Events Rent based on 2% of proceeds of the sale of any interest in the leasehold estate and 2% of the net excess refinancing proceeds

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from any refinancing. These will be significant over 99 years and they will provide a material protection against inflation. In my experience, these should have been included in the determination of "market rent." That's why your appraisers noted in the second paragraph on page one of the Rent Calculation that Participating Rent and Capital Events Rent were excluded at WMATA's request. That constitutes an above-market benefit for WMATA before the market rent is determined.

My third observation is the Rent Calculation expressly includes an adjustment for rental rate escalation over the 60-year term. Please refer to the two paragraphs following the table of "Capitalization Rate Comparables" on page two of the Rent Calculation which state rental rate escalations affect the capitalization rate and the fact that "the lease as proposed will not include escalations" was explicitly considered in selecting the percentage rate of fair market value of the land used to set the annual ground rent payment. A higher annual ground rent payment was selected because of the absence of rent escalations. Therefore, WMATA will receive a market rent that includes an adjustment for the absence of rent escalations over the first 60 years.

My assertion that "WMATA will charge more than the Fair Rental Value of the Lease Property after the 61st lease year" is based on the following analysis: (a) the market rent determined for the 61st lease year through the 70th lease year and every ten lease years thereafter will be set by three appraisers using the same methodology as setting the rent for the first 60 lease years; (b) such methodology includes an upward adjustment for the absence of rent escalations during each ten lease year period; (c) WMATA is mandating that the market rent be increased by a compounding 3% each year after the market rent is set; and (d) the 3% annual compounding increase is "double collecting" because market rent already was increase under the false assumption that there would be no escalations in the rent.

My proposed solution on re-setting the rent after the 60th lease year is either to delete the 3% escalation because it is already included in the appraisers' determination of market rent, or instruct the appraisers to consider the 3% escalation in determining the market rent.

On my assertion that re-setting the rent every ten lease years after the 60th lease year makes the lease un-financeable is based on hard experience. I gave my reasons and analysis in my assertion. The re-setting of market rent is based on a fixed period given to the appraisers. If done properly, market rent can be set for a period much longer than ten years and WMATA will be compensated for the increasing (or decreasing) rental value over such period. WMATA has recognized the risk of decreasing rental value by mandating the re-setting of the rent must be "up only."

My proposed solution on how long to reset the rent for after the 60th lease year would be to provide that the rent must be reset once between the 79th and 81st lease years simultaneously with the refinancing of the tenant's leasehold estate during that two year window, but not later than the beginning of the 81st lease year. The appraisers would be instructed to set the rent for 21 years beginning in the 61st lease year and for the remaining term of the lease when the rent is reset between the 79th and 81st lease years. This gives the Developer approximately 20 years between rent adjustments to amortize its permanent loan. I would also propose that the Developer be permitted to elect a capitalized lease payment for each approximate 20-year period and pay the entire base rent at the beginning of each approximate 20-year period.

I do not have the Developer's approval to make the above proposals a "counter-offer." If you want me to ask the Developer to approve them, I'll be glad to make that request.

We also inserted comments to your specific statements below. Each comment is typed in ALL CAPS and preceded by ***[Hagner, John]***.

We appreciate the time and effort everyone at WMATA has expended to finalize the Term Sheet. Thank you for being so diligent in trying to get these issues resolved.

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With kind regards,

John

John D. Hagner
Womble Carlyle Sandridge & Rice, PLLC | 1401 Eye St., NW | Suite 700 | Washington, DC 20005-2225
T: 202.857.4404 | F: 202.261.0004 | E: jhagner@wcsr.com | W: www.wcsr.com

From: Bottigheimer, Nat [mailto:NBottigheimer@wmata.com]
Sent: Wednesday, November 04, 2009 9:02 PM
To: O'Keeffe, Carol B.; Montague, Joshua W.; aives@bannekerventures.com; okarim@bannekerventures.com; thicks@bannekerventures.com; Hagner, John
Cc: Goldin, Steven; Doggett, Rosalyn; Meister, Mark K.; Marshall, Malcolm; jkass@dccouncil.us; Yohance S. Fuller
Subject: RE: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites

John--

I heard a problem and I didn't hear a solution. Also, for the reasons laid out below, I don't understand at all your concept that we're making an above market imposition on the Developer.

Here are our premises:

It's our land.***[Hagner, John]*** IT IS WMATA'S LAND AND WMATA ALONE IS RECEIVING THE BENEFIT OF THE APPRECIATION IN THE VALUE OF THE LAND OVER THE ENTIRE TERM OF THE LEASE.

Long-term real estate values in the DC region have grown faster than 3%. A location on U Street in between U Street and Shaw/Howard stations has growth potential and value stability unlike the vast majority of property in the region, and its long-term appreciation value is significant. ***[Hagner, John]*** YOUR APPRAISER ASSUMED A 3% INFLATION IN WMATA'S LAND VALUE IN THE SECOND PARAGRAPH ON PAGE FOUR OF THE RENT CALCULATION. THEREFORE, IF THE LAND APPRECIATES AT A RATE HIGHER THAN 3%, WMATA WILL RECEIVE THE BENEFIT OF WHICH MEANS THE MARKET RENT IN THE LEASE WAS SET HIGHER THAN IT SHOULD HAVE BEEN SET.

Agreeing to a lease that is based on an escalation rate less than the the property's probable long-term appreciation rate is selling ourselves short. Marking to market each decade and then holding constant for each 10-year period while property values and lease-rates available to building owners appreciate is leaving significant value on the table each year in a decade.***[Hagner, John]*** THE RENT CALCULATION USED BY WMATA'S APPRAISERS INCLUDED APPRECIATION AS A FACTOR IN SETTING THE FAIR MARKET RENT. IF DONE PROPERLY, WMATA SHOULD BE PROTECTED.

Without going to a spreadsheet, if we were simply to mark to market each decade, in year one of any given decade we'd get 4% less than the rental income available to a building owner on average. The next year we'd get 8% less than full value, the next year 12% less than full value, each year the same until the last year of the decade, when we'd be getting 42% below full value. That's a lot of value to leave on the table by marking to market each decade and holding constant for 10 years. Having a 3% escalation rate each year through the decade is intended to keep the rent to us, the land-owner, comparable but slightly below the long-term average increase in value until the next reset. The language we've provided is intended to keep us at rent levels close to market value for each year of the remaining 39 years of the lease without giving away the game, as your proposals would appear to have us do.***[Hagner, John]*** BASED ON MY REASONS PROVIDED ABOVE, I RESPECTFULLY DISAGREE WITH YOUR ANALYSIS. THE APPRAISERS CONSIDER THESE FACTORS IN SETTING THE FAIR MARKET RENT.

Other premises:

At Twinbrook, we negotiated a lease with JBG with precisely the terms we proposed.***[Hagner, John]*** DID JBG HAVE THE BENEFIT OF REVIEWING THE APPRIASAL AND RENT CALCULATION SO IT KNEW HOW WMATA DETERMINED THE RENT? IF IT DID NOT, IT MAY NOT HAVE KNOWN HOW WMATA DETERMINED THE RENT. IF IT DID, THEN, ASSUMING ALL OTHER ECONOMIC TERMS OF JBG'S LEASE WERE SIMILAR TO THE DEVELOPER'S, JBG ACCEPTED WHAT WE ARE OBJECTING TO.

Long-term leases are finance-able at terms less than 99 years.***[Hagner, John]*** TRUE, BUT IN MY EXPERIENCE, THEY CANNOT BE FINANCED WITH UNLIMITED INCREASES IN THE RENT EVERY TEN YEARS.

If you have a concern about lender certainty and project finance-ability, as you suggest you do, we are open to proposals that do not systematically erode Metro's ability to realize the value of its land over the period 60-99. We're open to a capitalization of future rent at year 60 for the period 60-99, and we're open to rent levels re-set every decade to be constant for the decade, but if rent levels are reset to be constant for a decade for the purpose of certainty, then they should be set above market for the first five years of the decade with the expectation that they'd be below market the second half. Maybe you have other thoughts.***[Hagner, John]*** PLEASE SEE MY PROPOSALS ABOVE.

Until we hear a counter that protects our value in a market-rate setting from years 60-99, the proposal we've made is our final proposal.

Respectfully,

Nat

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012189

From: John Hagner [mailto:JHagner@wcsr.com]
Sent: Wednesday, November 04, 2009 6:24 PM
To: O'Keeffe, Carol B.; Montague, Joshua W.
Cc: Anthony (Tony) James Ives(aives@bannekerventures.com); Omar A. Karim Esquire (okarim@bannekerventures.com); Tiwana Z. HicksEsquire (thicks@bannekerventures.com)
Subject: RE: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites

Carol and Josh: Let me share my response to the final change mandated by WMATA. The effects of this change are as follows:

1. WMATA will charge more than the Fair Rental Value of the Lease Property after the 61st lease year. If the Monthly Lease Payments are based on Fair Rental Value, then the 3% escalation either has to be considered in setting the Monthly Lease Payments or the escalation is an above-market imposition on the DEVELOPER. When the Fair Rental Value is determined by the three appraisers, their determination is for a period of years. WMATA is not recognizing that fact and holding the Monthly Lease Payments to the Fair Rental Value during the time period determined by the three appraisers.

2. Resetting the Monthly Lease Payments to Fair Rental Value every ten years makes the Lease un-financeable after the 60th lease year. No institutional lender will make a loan longer than ten years under these circumstances, which eliminates all the Federal and GSE (Government Sponsored Entities, *i.e.*, Fannie Mae and Freddie Mac) as lenders. To be precise, the lender will only make a loan that self-amortizes in ten years because no institutional lender will take the risk of an unlimited base rent increase while their loan is still unpaid. I'm sharing this from actual experience of litigating an almost identical issue for almost five years in the District of Columbia where the tenant under a long-term ground lease which had periodic repricing to full market rent could not refinance the leasehold estate on a permanent loan basis. This meant the tenant could not refinance the leasehold estate to pay for the needed renovation of the building and the substantial tenant improvements and lease brokerage fees to prepare for a full-building tenant. As you would expect, the tenant sued the landlord to modify the ground lease. I can't share anymore because the litigation settled under a strict confidentiality agreement. However, the "lesson learned" from this experience is that ground leases with short-term periodic repricing of the ground rent can't be refinanced on the long-term basis needed for major renovations and improvements.

I respectfully believe the last change vitiates the benefit of a lease over 60 years.

John

John D. Hagner
Womble Carlyle Sandridge & Rice, PLLC | 1401 Eye St., NW | Suite 700 | Washington, DC 20005-2225
T: 202.857.4404 | F: 202.261.0004 | E: jhagner@wcsr.com | W: www.wcsr.com

From: Montague, Joshua W. [mailto:jwmontague@wmata.com]
Sent: Wednesday, November 04, 2009 5:57 PM
To: Hagner, John
Cc: O'Keeffe, Carol B.
Subject: FW: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites

Attached is the updated Term Sheet described below.

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority
600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

The information contained in this email may be confidential and/or legally privileged. It has been sent for the sole use of the intended recipient(s). If the reader of this message is not an intended recipient, you are hereby notified that any unauthorized review, use, disclosure, dissemination, distribution, or copying of this communication, or any of its contents, is

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012190

strictly prohibited. If you have received this communication in error, please contact the sender by reply email and destroy all copies of the original message.

From: O'Keeffe, Carol B.
Sent: Wednesday, November 04, 2009 5:43 PM
To: John Hagner
Cc: Montague, Joshua W.
Subject: RE: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites

John, Josh is sending a revision that puts in a different reset that Nat will accept; he had not agreed to 99 years and is only willing to go forward with the reset provisions that Josh will send. We have spoken with Mr. Karim who seems to have accepted it, but this is an impossible way to do a deal. I know that you are not causing it.

From: John Hagner [mailto:JHagner@wcsr.com]
Sent: Wednesday, November 04, 2009 5:38 PM
To: O'Keeffe, Carol B.
Cc: Montague, Joshua W.
Subject: Re: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites

Carol: I'm on a large conference call which I can't get out of. I'll listen to your voicemail and call you as soon as I'm off.
John
John D. Hagner
Womble Carlyle Sandridge & Rice, PLLC
202.857.4404 Direct
Sent from my Blackberry. Please excuse typos.

From: O'Keeffe, Carol B. <cokeeffe@wmata.com>
To: Yohance S. Fuller <Yohance.Fuller@dc.gov>; Omar A. Karim <okarim@bannekerventures.com>; Montague, Joshua W. <jwmontague@wmata.com>
Cc: aives@bannekerventures.com <aives@bannekerventures.com>; mmckinney@bannekerventures.com <mmckinney@bannekerventures.com>; Tiwana Hicks <thicks@bannekerventures.com>; Neil.Albert@dc.gov <Neil.Albert@dc.gov>; Hagner, John; Bottigheimer, Nat <NBottigheimer@wmata.com>; Doggett, Rosalyn <RDoggett@wmata.com>; Goldin, Steven <sgoldin@wmata.com>
Sent: Wed Nov 04 17:25:10 2009
Subject: RE: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites
Not yet; we are working on it and will call John Hagner.

From: Yohance (EOM) Fuller [mailto:yohance.fuller@dc.gov]
Sent: Wednesday, November 04, 2009 5:22 PM
To: Omar A. Karim; Montague, Joshua W.
Cc: aives@bannekerventures.com; mmckinney@bannekerventures.com; Tiwana Hicks; Neil.Albert@dc.gov; O'Keeffe, Carol B.; John Hagner; Bottigheimer, Nat; Doggett, Rosalyn; Goldin, Steven
Subject: RE: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites

Josh/Nat –

I'm writing to confirm whether both parties are in agreement and that WMATA staff is prepared to recommend approval of the term sheet during the committee meeting and special board meeting tomorrow. Please advise.

Thanks,

Yohance

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, November 04, 2009 3:45 PM
To: 'Montague, Joshua W.'
Cc: 'Bottigheimer, Nat'; 'O'Keeffe, Carol B.'; 'Goldin, Steven'; 'Doggett, Rosalyn'; Fuller, Yohance (EOM); Albert, Neil (EOM); 'John Hagner'; 'Tiwana Hicks'; mmckinney@bannekerventures.com; aives@bannekerventures.com
Subject: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites
Importance: High

Josh,

In preparation of tomorrow's Board meeting, attached are the following:

1. Amended and Restated Term Sheet revised in accordance with the discussions since Monday, which finalizes our understanding; and

FOIA CONFIDENTIAL TREATMENT REQUESTED

2. "Redline...#157; of the Amended and Restated Term Sheet against the version that we provided to WMATA on November 2, 2009 at 6:20p.

The revised language on Capital Events was taken from the term sheet for Rhode Island Ave., and the concept of adjusting the base rent for additional density stops after the first 60 years because the re-appraisal will be based on the Leased Property as if vacant, thereby assuming the maximum density has been constructed on the land.

Please contact me with any questions or comments.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

IRS CIRCULAR 230 NOTICE: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. tax advice contained in this communication (or in any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this communication (or in any attachment).

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012192

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, October 29, 2009 12:23 PM
To: O'Keeffe, Carol B.; Montague, Joshua W.; Goldin, Steven
Cc: Heppen, Bruce P.; Marshall, Malcolm
Subject: RE: Short answers to Fl Ave questions

Malcolm Marshall
I'll coordinate with him and Josh in the morning

-----Original Message-----
From: O'Keeffe, Carol B.
Sent: Thursday, October 29, 2009 12:07 PM
To: Doggett, Rosalyn; Montague, Joshua W.; Goldin, Steven
Cc: Heppen, Bruce P.
Subject: RE: Short answers to Fl Ave questions

Our goal is to make a start. It probably won't go to the Developer until the appraisal is available. Who will receive the appraisal tomorrow? Good luck on the wedding!

-----Original Message-----
From: Doggett, Rosalyn
Sent: Thursday, October 29, 2009 11:48 AM
To: Montague, Joshua W.; Goldin, Steven
Cc: O'Keeffe, Carol B.; Heppen, Bruce P.
Subject: RE: Short answers to Fl Ave questions

I made a couple of changes to the Term Sheet, put them on Josh's chair.

Note that the $50 and $80 numbers will change when Malcolm gets the appraisal and prorates the Capitalized Lease Payment as a percent of land value. He was guessing yesterday that they might be about 90 percent of value, e.g. $45 and $72 but doesn't know what the appraiser will

After 12:15 today I will be gone for the day. I will keep my cell phone on 202 431 4904 but can't guarantee full attention. The machatunim are arriving. I will be in tomorrow morning for as short a time as possible.

I take it that you will go over the Term Sheet with Hagner this afternoon, Josh? And Hagner will get it out to his clients?

-----Original Message-----
From: Montague, Joshua W.
Sent: Thursday, October 29, 2009 8:55 AM
To: Doggett, Rosalyn; Goldin, Steven
Cc: O'Keeffe, Carol B.; Heppen, Bruce P.
Subject: FW: Short answers to Fl Ave questions

Attached is the Term Sheet, updated with Roz's comments. Unless anybody has any other changes/comments, I think we are just waiting to plug in the appraisal numbers.

Please let me know if you have any questions.

Thanks,

Josh

-----Original Message-----
From: Montague, Joshua W.
Sent: Wednesday, October 28, 2009 6:53 PM
To: Goldin, Steven; Doggett, Rosalyn
Cc: O'Keeffe, Carol B.; Heppen, Bruce P.
Subject: FW: Short answers to Fl Ave questions
Importance: High

Steve and Rosalyn,

Comments to the below email:

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012193

JDA - the developer did provide comments to this agreement. But, most of the terms/comments depend on the other documents and so we cannot make a comprehensive response without the other documents. They made this same request when we provided the JDA/Lease and we promptly turned around the CCRs and Guaranty.

Lease - I asked John Hagner to add the HUD financing terms to the lease that we provided and we will negotiate from there. He disagreed. The Rhode Island Ave deal is a completely different deal, with different concerns, terms, and parties. Plus, those agreed upon terms were negotiated and so it will actually take LONGER to go back and find out why we agreed to all of those terms. Last, the whole argument that WMATA accepted something in the past should be a non-starter. I don't know too much about the Rhode Island Ave deal, but it may not have been an ideal transaction for us.

CCRS - agreed

ROE - I provided John Hagner with our last version of the ROE on 10/16. This draft includes WMATA's last comments/changes from September 2008.

Co-Tenancy - Even if WMATA has agreed to go forward with this arrangement, the arrangement must be negotiated. This is a troublesome area that we should tread carefully.

Title/Survey - agreed

Term Sheet - I will have a new draft, to include Roz's comments, early tomorrow morning.

Please let me know if you want to discuss any of this,

Josh

-----Original Message-----
From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, October 28, 2009 5:49 PM
To: Doggett, Rosalyn; Goldin, Steven
Cc: aives@bannekerventures.com; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; Montague, Joshua W.; O'Keeffe, Carol B.; Bottigheimer, Nat
Subject: RE: Short answers to Fl Ave questions
Importance: High

Roz and Steve,

We believe that some schedule would be appropriate to get all of the items mentioned in your email complete. Can you work with us to commit to some dates on the following open items?

- Joint Development Agreement. We have provided comprehensive (not provisional) comments to the JDA almost 2 months ago when we were initially going down the lease route and await WMATA's comments. Please advise when we will receive these comments.

- Lease. To save time AND even more money, we requested almost 2 months ago that we use the lease for the RI Avenue deal since WMATA Staff and the Board has signed off on it and the counsel for the Developer for that deal and this deal is the same (John Hagner). Mr. Graham agreed that if we changed from a sale to a lease, WMATA staff would get this thing done in 2 weeks. If we don't use some type of form that WMATA and the Developer has already worked with (RI deal), then this would clearly kill any timing to get the deal finalized in the time promised by Mr. Graham. Steve and Carol, please confirm that we are going to use the RI form. If so, as soon as the Term Sheet is finalized b/t the staff and the Developer, John is willing to update it to reflect the terms of this deal and get it to you asap.

- CCRs. As soon as the Term Sheet is complete, we will turn around comments to the CCRs within a few days.

- Right of Entry Agreement. Josh has our comments from August 2008.

- Guaranty. Our counsel has a call in to Carol O'Keeffe today about the guaranty and is awaiting her call which based on an email that I read, she was going to make this afternoon. Carol, any word on the call?

- Co-tenancy agreement. Mr. Graham and Mr. Catoe agreed that the co-tenancy would no longer be an issue. To save time and more money, can our counsel and Carol have a quick call to discuss this to ensure that everyone is on the same page with what needs to be the agreement before we spend a ton of money on having John draft something. Carol, are you available this afternoon or tomorrow to discuss this with John?

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012194

- Metes and Bounds Survey and full ALTA Title Report. As Roz indicated, this does not have to be provided prior to the Term Sheet or JDA being approved. An ALTA survey costs additional money and until the Term Sheet and JDA are approved, we cannot authorize the surveyor to spend even more money to do this. However, we commit to getting it done in plenty of time prior to the closing on the lease.

Two final questions:

- Which of the above items, if any, are necessary for the Term Sheet to go to the Board next week?
- Which Board meeting are we planning to submit the JDA and Lease at?
- Think we can get verbal results of the appraisal tomorrow so that we can look at the Term Sheet knowing what the financial terms from the appraisal will be?

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

-----Original Message-----
From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Wednesday, October 28, 2009 4:52 PM
To: Bottigheimer, Nat; Fuller, Yohance (EOM)
Cc: Goldin, Steven; Montague, Joshua W.
Subject: RE: Short answers to Fl Ave questions

A Joint Development Agreement with the following exhibits needs to be taken to the Board:
1. Lease
2. Covenants, Conditions and Restrictions (CCR's)
3. Right of Entry Agreement
4. Guaranty
5. Co-tenancy agreement
6. Metes and Bounds Survey and full ALTA Title Report from developer (we can delay this until the Closing on the lease and continue to use the property outline and lot descriptions for purposes of the JDA; the metes and bounds survey would be the basis for descriptions of WMATA reserved areas: tunnels, etc. in the lease)

Status: The developer has the JDA plus items 1-4 drafted by WMATA. The developer is in the process of drafting a co-tenancy agreement, which would not have been necessary under a sale. The other items, with a sales agreement instead of a lease, would be needed under either type of disposition.

Our counsel and Banneker's have agreed that once we have agreed to a Term Sheet, they will mark up the JDA and items 1-4 (note: Banneker has previously provided provisional comments to the JDA, but not the other documents). We are uncertain of the timing by Banneker's counsel to send us the initial draft of item 5.

Banneker's counsel would like to draft a new lease based on the Rhode Island Ave lease, instead of working with the lease draft we sent to Banneker. However, our counsel does not agree because that is a different situation. So that is an impasse currently.

-----Original Message-----
From: Bottigheimer, Nat
Sent: Wednesday, October 28, 2009 3:50 PM
To: Yohance S. Fuller
Cc: Goldin, Steven; Doggett, Rosalyn; Montague, Joshua W.; jkass@dccouncil.us; Requa, Jack; Marshall, Malcolm; O'Keeffe, Carol B.
Subject: Short answers to Fl Ave questions

To be followed by a more complete response later this afternoon from Roz. Before closing, we would need

A final lease agreement - this has been partially negotiated, but stalled when we went to sale approach. This would include terms related to composition of team and their strength

CCRs - I think Omar has these from us, we but don't have a response

FOIA CONFIDENTIAL TREATMENT REQUESTED

Survey - We need this from Omar; we would have needed this to close for a sale, too.

Right of Entry agreement

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012196

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, October 28, 2009 5:19 PM
To: 'Omar A. Karim'
Cc: thicks@bannekerventures.com
Subject: FW: Short answers to Fl Ave questions

Here you are!

-----Original Message-----
From: Yohance (EOM) Fuller [mailto:yohance.fuller@dc.gov]
Sent: Wednesday, October 28, 2009 5:08 PM
To: Doggett, Rosalyn; Bottigheimer, Nat
Cc: jkass@dccouncil.us; Montague, Joshua W.; Goldin, Steven
Subject: RE: Short answers to Fl Ave questions

Indeed. I thought he was already on the list. Please include Jonathan as well.

Thanks,

Yohance

-----Original Message-----
From: Bottigheimer, Nat [mailto:NBottigheimer@wmata.com]
Sent: Wednesday, October 28, 2009 5:07 PM
To: Fuller, Yohance (EOM); Doggett, Rosalyn
Cc: Montague, Joshua W.; Goldin, Steven
Subject: Re: Short answers to Fl Ave questions

And Jonathan Kass

----- Original Message -----
From: Yohance (EOM) Fuller <yohance.fuller@dc.gov>
To: Bottigheimer, Nat; Doggett, Rosalyn
Cc: Montague, Joshua W.; Goldin, Steven
Sent: Wed Oct 28 17:05:39 2009
Subject: RE: Short answers to Fl Ave questions

Roz,

Thanks for the update. Please share this with the development team as well. I want to ensure that we're all on the same line of the same page. Thanks for your efforts thus far.

Regards,

Yohance

-----Original Message-----
From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Wednesday, October 28, 2009 4:52 PM
To: Bottigheimer, Nat; Fuller, Yohance (EOM)
Cc: Goldin, Steven; Montague, Joshua W.
Subject: RE: Short answers to Fl Ave questions

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FOIA CONFIDENTIAL TREATMENT REQUESTED

the JDA, but not the other documents). We are uncertain of the timing by Banneker's counsel to send us the initial draft of item 5.

Banneker's counsel would like to draft a new lease based on the Rhode Island Ave lease, instead of working with the lease draft we sent to Banneker. However, our counsel does not agree because that is a different situation. So that is an impasse currently.

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Cc: Goldin, Steven; Doggett, Rosalyn; Montague, Joshua W.; jkass@dccouncil.us; Requa, Jack; Marshall, Malcolm; O'Keeffe, Carol B.
Subject: Short answers to Fl Ave questions

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CCRs - I think Omar has these from us, we but don't have a response

Survey - We need this from Omar; we would have needed this to close for a sale, too.

Right of Entry agreement

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012198

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, October 29, 2009 11:48 AM
To: Montague, Joshua W.; Goldin, Steven
Cc: O'Keeffe, Carol B.; Heppen, Bruce P.
Subject: RE: Short answers to Fl Ave questions

I made a couple of changes to the Term Sheet, put them on Josh's chair.

Note that the $50 and $80 numbers will change when Malcolm gets the appraisal and prorates the Capitalized Lease Payment as a percent of land value. He was guessing yesterday that they might be about 90 percent of value, e.g. $45 and $72 but doesn't know what the appraiser will

After 12:15 today I will be gone for the day. I will keep my cell phone on 202 431 4904 but can't guarantee full attention. The machatunim are arriving. I will be in tomorrow morning for as short a time as possible.

I take it that you will go over the Term Sheet with Hagner this afternoon, Josh? And Hagner will get it out to his clients?

-----Original Message-----
From: Montague, Joshua W.
Sent: Thursday, October 29, 2009 8:55 AM
To: Doggett, Rosalyn; Goldin, Steven
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Subject: FW: Short answers to Fl Ave questions

Attached is the Term Sheet, updated with Roz's comments. Unless anybody has any other changes/comments, I think we are just waiting to plug in the appraisal numbers.

Please let me know if you have any questions.

Thanks,

Josh

-----Original Message-----
From: Montague, Joshua W.
Sent: Wednesday, October 28, 2009 6:53 PM
To: Goldin, Steven; Doggett, Rosalyn
Cc: O'Keeffe, Carol B.; Heppen, Bruce P.
Subject: FW: Short answers to Fl Ave questions
Importance: High

Steve and Rosalyn,

Comments to the below email:

JDA - the developer did provide comments to this agreement. But, most of the terms/comments depend on the other documents and so we cannot make a comprehensive response without the other documents. They made this same request when we provided the JDA/Lease and we promptly turned around the CCRs and Guaranty.

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FOIA CONFIDENTIAL TREATMENT REQUESTED

Title/Survey - agreed

Term Sheet - I will have a new draft, to include Roz's comments, early tomorrow morning.

Please let me know if you want to discuss any of this,

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Sent: Wednesday, October 28, 2009 5:49 PM
To: Doggett, Rosalyn; Goldin, Steven
Cc: aives@bannekerventures.com; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; Montague, Joshua W.; O'Keeffe, Carol B.; Bottigheimer, Nat
Subject: RE: Short answers to Fl Ave questions
Importance: High

Roz and Steve,

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- Guaranty. Our counsel has a call in to Carol O'Keeffe today about the guaranty and is awaiting her call which based on an email that I read, she was going to make this afternoon. Carol, any word on the call?

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- Which Board meeting are we planning to submit the JDA and Lease at?
- Think we can get verbal results of the appraisal tomorrow so that we can look at the Term Sheet knowing what the financial terms from the appraisal will be?

Omar

Omar A. Karim
Banneker Ventures, LLC

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012200

729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

-----Original Message-----
From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Wednesday, October 28, 2009 4:52 PM
To: Bottigheimer, Nat; Fuller, Yohance (EOM)
Cc: Goldin, Steven; Montague, Joshua W.
Subject: RE: Short answers to Fl Ave questions

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Status: The developer has the JDA plus items 1-4 drafted by WMATA. The developer is in the process of drafting a co-tenancy agreement, which would not have been necessary under a sale. The other items, with a sales agreement instead of a lease, would be needed under either type of disposition.

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Banneker's counsel would like to draft a new lease based on the Rhode Island Ave lease, instead of working with the lease draft we sent to Banneker. However, our counsel does not agree because that is a different situation. So that is an impasse currently.

-----Original Message-----
From: Bottigheimer, Nat
Sent: Wednesday, October 28, 2009 3:50 PM
To: Yohance S. Fuller
Cc: Goldin, Steven; Doggett, Rosalyn; Montague, Joshua W.; jkass@dccouncil.us; Requa, Jack; Marshall, Malcolm; O'Keeffe, Carol B.
Subject: Short answers to Fl Ave questions

To be followed by a more complete response later this afternoon from Roz. Before closing, we would need

A final lease agreement - this has been partially negotiated, but stalled when we went to sale approach. This would include terms related to composition of team and their strength

CCRs - I think Omar has these from us, we but don't have a response

Survey - We need this from Omar; we would have needed this to close for a sale, too.

Right of Entry agreement

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012201

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, October 28, 2009 4:52 PM
To: Bottigheimer, Nat; Yohance S. Fuller
Cc: Goldin, Steven; Montague, Joshua W.
Subject: RE: Short answers to Fl Ave questions

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1. Lease
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6. Metes and Bounds Survey and full ALTA Title Report from developer (we can delay this until the Closing on the lease and continue to use the property outline and lot descriptions for purposes of the JDA; the metes and bounds survey would be the basis for descriptions of WMATA reserved areas: tunnels, etc. in the lease)

Status: The developer has the JDA plus items 1-4 drafted by WMATA. The developer is in the process of drafting a co-tenancy agreement, which would not have been necessary under a sale. The other items, with a sales agreement instead of a lease, would be needed under either type of disposition.

Our counsel and Banneker's have agreed that once we have agreed to a Term Sheet, they will mark up the JDA and items 1-4 (note: Banneker has previously provided provisional comments to the JDA, but not the other documents). We are uncertain of the timing by Banneker's counsel to send us the initial draft of item 5.

Banneker's counsel would like to draft a new lease based on the Rhode Island Ave lease, instead of working with the lease draft we sent to Banneker. However, our counsel does not agree because that is a different situation. So that is an impasse currently.

-----Original Message-----
From: Bottigheimer, Nat
Sent: Wednesday, October 28, 2009 3:50 PM
To: Yohance S. Fuller
Cc: Goldin, Steven; Doggett, Rosalyn; Montague, Joshua W.; jkass@dccouncil.us; Requa, Jack; Marshall, Malcolm; O'Keeffe, Carol B.
Subject: Short answers to Fl Ave questions

To be followed by a more complete response later this afternoon from Roz. Before closing, we would need

A final lease agreement - this has been partially negotiated, but stalled when we went to sale approach. This would include terms related to composition of team and their strength

CCRs - I think Omar has these from us, we but don't have a response

Survey - We need this from Omar; we would have needed this to close for a sale, too.

Right of Entry agreement

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, October 28, 2009 4:06 PM
To: Meister, Mark K.
Subject: FW: Short answers to Fl Ave questions

-----Original Message-----
From: Bottigheimer, Nat
Sent: Wednesday, October 28, 2009 3:50 PM
To: Yohance S. Fuller
Cc: Goldin, Steven; Doggett, Rosalyn; Montague, Joshua W.; jkass@dccouncil.us; Requa, Jack; Marshall, Malcolm; O'Keeffe, Carol B.
Subject: Short answers to Fl Ave questions

To be followed by a more complete response later this afternoon from Roz. Before closing, we would need

A final lease agreement - this has been partially negotiated, but stalled when we went to sale approach. This would include terms related to composition of team and their strength

CCRs - I think Omar has these from us, we but don't have a response

Survey - We need this from Omar; we would have needed this to close for a sale, too.

Right of Entry agreement

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012203

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, October 27, 2009 4:36 PM
To: Marshall, Malcolm
Subject: FW: Shaw-Howard/Florida Avenue Appraisal

Importance: High

Just a reminder

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, September 09, 2009 5:21 PM
To: Meister, Mark K.
Cc: Maurice' 'Perry; aives@bannekerventures.com; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; Doggett, Rosalyn; John' 'Hagner; Moneme, Emeka; Marshall, Malcolm; Bottigheimer, Nat
Subject: RE: Shaw-Howard/Florida Avenue Appraisal
Importance: High

Mark,

Thank you for the email with your thoughts on the basic WMATA Financial Terms. Below are our comments:

Capitalized Lease Payments
If we agree to all of the other terms, we could agree to pay the value of the capitalized lease payment of $1.98M that your appraiser put together.

Please explain why you indicated that the value of the land was absent any subsidies other than 4% tax credits. Based on our knowledge of projects that include 20% affordable housing, and as discussed with you all on several occasions, the value of the land would be zero if we had to do 20% affordable housing and then we would still need some subsidies to cover the gap. We can't think of one project in the District that includes 20% affordable housing that is paying anywhere close to what we would pay WMATA AND these projects would still need subsidies.

We would not be willing to pay WMATA any portion of any subsidies that we obtain for the project, let alone paying 80% of anything that we get. We've mentioned this many times before as we believe that no project could move forward with 20% affordable housing and pay $1.98M at closing for the land, without some public subsidies to help close the gap because of the inclusion of the affordable housing units.

Pre-Closing Payments
Okay with amounts but payments would be made quarterly.

Additional Density
This is confusing. The portion of the alley that will be closed is 1,025 SF. About ½ will be deeded to WMATA and ½ will be deeded to us as the purchasers of the adjacent parcels that are next to the alley. Since we are building a 5 story building, this would mean 512 SF x 5 stories = 2,560 SF would be attributable to WMATA land. Based on your calculations of the value of the land, this would mean that we would pay about $16 per SF or $42,000 in additional capitalized rent at Lease execution. We could agree to this increase over the $1.98M.

Annual Operating Income Participation
We would agree to 1.5% of Effective Gross Income but would not run our Debt Service Coverage at 1.25. We've never run our DSC at 1.25 as our project couldn't be financed at this rate. We are using a 1.11 DSC because HUD allows this.

Capital Event Participation
Any equity or member loans to receive a 20% return prior to WMATA receiving its 10% of net proceeds. Member loans or equity are indistinguishable. We could agree that equity or member loans not to exceed 40% of the development costs.

Term
Initial term is 50 years with an option for the Developer to extend for another 39 years. Any annual escalation after the initial term to be at 1%, not 3%.

After yesterday's meeting, we thought that we were much closer to resolving the financial issues with you all. However, based on the terms that you sent us this afternoon, it appears that you all want to continue to raise new issues and change old ones. We cannot send over a summary of open issues until we know where we are with the ones above.

We welcome meeting with you again on Friday to try to come to some agreement on these terms.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012204

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: Meister, Mark K. [mailto:MMeister@wmata.com]
Sent: Wednesday, September 09, 2009 2:54 PM
To: okarim@bannekerventures.com
Cc: Bottigheimer, Nat; Moneme, Emeka; Doggett, Rosalyn; Marshall, Malcolm
Subject: RE: Shaw-Howard/Florida Avenue Appraisal

Omar,

As discussed, please see attached Basic WMATA Financial Terms.

Mark

Mark K. Meister
Acting Director
Office of Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001
Tel: 202-962-1589
Fax: 202-962-2396
Email: mmeister@wmata.com

From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, September 09, 2009 2:38 PM
To: Meister, Mark K.
Cc: Tiwana Hicks
Subject: Re: Shaw-Howard/Florida Avenue Appraisal?

Thanks.

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Meister, Mark K."
Date: Wed, 9 Sep 2009 14:22:28 -0400
To: Omar A. Karim<okarim@bannekerventures.com>
Subject: RE: Shaw-Howard/Florida Avenue Appraisal?
Omar,

I will have it to you within the next half hour.

Mark

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, September 09, 2009 1:55 PM

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012205

To: Meister, Mark K.
Cc: 'Tiwana Hicks'
Subject: Shaw-Howard/Florida Avenue Appraisal?
Importance: High

Mark,

Any word on the update appraisal results?

Omar

Omar A. Karim
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okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012206

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, October 22, 2009 4:18 PM
To: Marshall, Malcolm; Goldin, Steven
Cc: Montague, Joshua W.; Meister, Mark K.
Subject: RE: Florida Avenue

Including the 1.5% of EGI in the capitalized lease payment, per Omar's suggestion, is ok with me. However, that will probably take a little longer as the appraiser will have to estimate gross income (and include a lower number for affordable units and a higher number, maybe, for retail than Harps had) so it probably should be step 2, with step 1 being just an estimate of the capitalized value of the flat rental stream assuming HUD insurance.

From: Marshall, Malcolm
Sent: Thursday, October 22, 2009 3:52 PM
To: Goldin, Steven
Cc: Doggett, Rosalyn; Montague, Joshua W.; Meister, Mark K.
Subject: FW: Florida Avenue

Since Richard Harps appears to be unavailable for the next few weeks (he is out of town this week) and the request does not appear to require any detailed site analysis, I suggest that another appraiser provide the evaluation for the determination of a proposed one lump sum lease payment, exclusive of future rental participation consisting of 1.5% of annual EGI and 10% participation in net proceeds from sale and refinancing. I would think that this can be done relatively quickly but not by Monday.

For this assignment the appraiser would assume a fee value of $2,200,000, a 60-year lease with a renewal option for an additional 39 years at market, and a permitted density of 100,711 sq. ft. In order to determine the lump sum rental, the appraiser would estimate a market ground lease rental rate and terms, a market discount rate, etc. The appraiser would not consider the effect of tax credits unless instructed.

The appraiser would further provide an estimate for determining additional compensation based on increased density.

Is this OK? Should it be run by Omar?

From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, October 22, 2009 3:38 PM
To: Maurice Perry; Yohance S. Fuller; jkass@dccouncil.us; Marshall, Malcolm; Montague, Joshua W.; Doggett, Rosalyn; Goldin, Steven
Cc: Tiwana Hicks; John Hagner; O'Keeffe, Carol B.; Moneme, Emeka; Catoe, John B.; Sequeira, Loyda; Wallace, Maria A; Meister, Mark K.; Bottigheimer, Nat; Mohsberg, Sid; Pant, Shiva K.
Subject: Re: Florida Avenue

Steve,

We are in agreement with your email with a few caveats, delineated below:

- Based on the initial format of the lease portion of the old appraisal which capitalized the EGI payments, to reduce wmata's financial exposure, we may go that route depending on where the appraisal comes in at.

- If Malcolm can get at least a verbal of the appraisal with the lease version by tomorrow or Monday, this would allow us to stay on schedule as the term sheet and lease are greatly dependent on the financial terms of the deal.

- In agreeing to go the lease route, Mr. Graham and I agreed that we may replace BOACDC with another partner. We will let you know who the new partner will be by the end of next week, if we replace BOACDC.

- The provision dealing with the reversion should be removed from all documents. Carol and I discussed this today as no financier will finance the project with this provision in it.

- Since there are no WMATA facilities to replace (parking lot, chillers, garage, etc), the language requiring a completion guarantee from a guarantor with a financial statement of the value of the cost of the project is no moment and thus should be removed. Instead, we could agree to have comply with the insurance requirements in the indemnification section. Since our design calls for us building about 10 feet above the tunnel, Carol's concerns about the tunnel is greatly mitigated as we are not going close to the tunnel in comparison to the Ellington and other projects where the underground garage is inches from the top of the tunnel. We could also

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012207

require the Developer or General Contractor to post a completion or payment and performance bond naming WMATA as an insured.

Can we meet early next week to discuss where things stand?

Steve, thanks for moving this along.

Omar

Omar A. Karim
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Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Goldin, Steven" <sgoldin@wmata.com>
Date: Thu, 22 Oct 2009 15:07:33 -0400
To: 'Omar A. Karim'<okarim@bannekerventures.com>; John' 'Hagner<JHagner@wcsr.com>; Maurice' 'Perry<maurice.perry@bankofamerica.com>; jkass@dccouncil.us<jkass@dccouncil.us>; Yohance S. Fuller<Yohance.Fuller@dc.gov>; Doggett, Rosalyn<RDoggett@wmata.com>; Marshall, Malcolm<MMarshall@wmata.com>; Montague, Joshua W.<jwmontague@wmata.com>
Cc: Catoe, John B.<jbcatoe@wmata.com>; Pant, Shiva K.<SPant@wmata.com>; O'Keeffe, Carol B.<cokeeffe@wmata.com>; Moneme, Emeka<EMoneme@wmata.com>; Bottigheimer, Nat<NBottigheimer@wmata.com>; Sequeira, Loyda<LSequeira@wmata.com>; Meister, Mark K.<MMeister@wmata.com>; Mohsberg, Sid<SMohsberg@wmata.com>; Wallace, Maria A<mawallace@wmata.com>
Subject: Florida Avenue

To All:

As per direction from our Board, we are proceeding with preparing a term sheet for the lease of our property. The matter is to be taken up by the full Board in a special meeting in two weeks.

The lease will be as it was when a lease was first discussed (prior to my arrival): a capitalized payment at closing, an annual % participation in net operating income and a % participation upon various capital events (refinance, sale, etc). My understanding is that the participations had been 1.5% and 10% respectively.

By way of this e-mail, I am asking the following actions to be taken:

Omar: Please advise whether you as the developer are in agreement

Maurice: Please advise whether Bank of America CDC is in agreement

Jonathon: Please confirm that Chairman Graham is in agreement

Yohance: Please Confirm that Mr. Albert is in agreement

Roz/Malcolm: Please call Richard Harps and explain that we need the updated appraisal in hand by 10/30. Please initiate a new BAIS.

Josh/John: Please revise the term sheet to reflect the lease and discuss the co-tenancy agreement

Steven E. Goldin
Director, Station Area Planning & Asset Management
Washington Metropolitan Area Transit Authority
sgoldin@wmata.com
202-962-2616

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012208

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, October 21, 2009 4:43 PM
To: Goldin, Steven; Montague, Joshua W.
Subject: FW: WMATA Exhibits
Attachments: 091021_Jazz_Exhibit B.pdf; 091021_Jazz_Exhibit A.pdf

Importance: High

The "survey" doesn't show the outlines of our property. And the red part of the alley doesn't seem to go to the end of our property.

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, October 21, 2009 4:05 PM
To: Doggett, Rosalyn
Cc: thicks@bannekerventures.com; Yohance S. Fuller; 'John Hagner'; Bottigheimer, Nat
Subject: WMATA Exhibits
Importance: High

Roz,

Please let me know if you receive this.

Omar

Omar A. Karim
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(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, October 21, 2009 3:56 PM
To: 'Omar A. Karim'; 'John Hagner'; Montague, Joshua W.
Cc: 'Maurice' 'Perry'; thicks@bannekerventures.com; Yohance S. Fuller; Bottigheimer, Nat; Goldin, Steven
Subject: RE: Jazz @ Florida -- Follow Up

Not yet received. Please check with your team to see if there was a glitch. Thanks.

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, October 21, 2009 9:58 AM
To: Doggett, Rosalyn; 'John Hagner'; Montague, Joshua W.
Cc: 'Maurice' 'Perry'; thicks@bannekerventures.com; Yohance S. Fuller; Bottigheimer, Nat; Goldin, Steven
Subject: RE: Jazz @ Florida -- Follow Up

You will receive them in 30 minutes.

From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Wednesday, October 21, 2009 9:16 AM
To: John Hagner; Omar A. Karim; Montague, Joshua W.
Cc: Maurice' 'Perry; thicks@bannekerventures.com; Yohance S. Fuller; Bottigheimer, Nat; Goldin, Steven
Subject: RE: Jazz @ Florida -- Follow Up

Omar, please send electronically this a.m. Exhibits A and B, as we discussed last Friday.
Thanks, R.

From: John Hagner [mailto:JHagner@wcsr.com]
Sent: Tuesday, October 20, 2009 8:41 PM
To: Omar A. Karim; Montague, Joshua W.
Cc: Maurice' 'Perry; thicks@bannekerventures.com; Yohance S. Fuller; Doggett, Rosalyn; Bottigheimer, Nat; Goldin, Steven
Subject: RE: Jazz @ Florida -- Follow Up

Josh: Per Omar's instruction, I changed the review period in Section 8.1 back to 30 days. I also revised your insert in Section 9.8 to more precisely follow our discussions on the guarantor's liability if certain insurance coverages were not maintained. Finally, I agreed with your edits to Section 11, but added a provision that if the FHA lender has higher scopes and limits, then the Developer will provide the higher requirement.

Attached are a revised Term Sheet and a "redline" showing all changes from the version you distributed with your e-mail at 6:05p tonight. Thank you for your help in getting this done. I hope we can agree the Term Sheet is now final and all declare victory.

John

John D. Hagner
Womble Carlyle Sandridge & Rice, PLLC | 1401 Eye St., NW | Suite 700 | Washington, DC 20005-2225
T: 202.857.4404 | F: 202.261.0004 | E: jhagner@wcsr.com | W: www.wcsr.com

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, October 20, 2009 8:18 PM
To: 'Montague, Joshua W.'
Cc: thicks@bannekerventures.com; 'Yohance S. Fuller'; Hagner, John; 'Bottigheimer, Nat'; 'Doggett, Rosalyn'; 'Goldin, Steven'; 'Perry, Maurice'
Subject: RE: Jazz @ Florida -- Follow Up

Josh,

We are fine with all of the changes except for the change in time to review the designs. This provision has been in all of our documents for the past 18 months and our schedule is closely tied to it. We already agreed to extend the time it could take to finalize the Definitive Agreement to December. Any additional extensions would delay our construction start and completion date, which would cause us to loose our tax credits. As discussed previously, we have to complete 10% of construction by October 2010 and 100% of construction by December 31, 2011. Since we will have to present WMATA with at least 3 separate reviews, adding another 45 days (15 more for each review), would certainly cause us to miss our deadline, and thus ensure that we loose the tax credits.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012210

John, please review the final provision (para 11) in particular as this is also a new change.

Omar

From: Montague, Joshua W. [mailto:jwmontague@wmata.com]
Sent: Tuesday, October 20, 2009 6:05 PM
To: Omar A. Karim
Cc: thicks@bannekerventures.com; Yohance S. Fuller; JHagner@wcsr.com; Bottigheimer, Nat; Doggett, Rosalyn; Goldin, Steven
Subject: RE: Jazz @ Florida -- Follow Up

Omar,

Attached is the revised Term Sheet with the following changes:

- Section 8.1 – the WMATA response time was extended from 30 days to 45 days. Our review staff expressed the need for more time to review. This extended time allotment will provide them with the time they need to review while allowing you to manage your schedule more accurately.
- Section 9.5 – a cosmetic change to correct the name of the WMATA Adjacent Construction Manual.
- Section 9.8 – Guaranty changes per our telephone conversation today.
- Section 11- Insurance changes per our telephone conversation today.

Please let me know if you have any questions.

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority
600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

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From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, October 20, 2009 10:50 AM
To: Montague, Joshua W.
Cc: thicks@bannekerventures.com; Yohance S. Fuller; JHagner@wcsr.com; Bottigheimer, Nat; Doggett, Rosalyn; Goldin, Steven
Subject: Jazz @ Florida -- Follow Up

Josh,

Attached are the revised Term Sheet and a redline of the 2 changes in Section 9.5 and 9.8 that you discussed yesterday with John Hagner and mentioned in my email. There is an additional provision that you and John agreed to stating that if construction is not commenced by the third anniversary of the Definitive Agreement, then the Adjacent Construction Design Standards would be updated to include all revisions to the Design Manual since the Definitive Agreement.

Please let me know if all of the issues have been addressed and if the Term Sheet is finalized at this point.

Thank you in advance.

Omar

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Monday, October 19, 2009 5:33 PM
To: 'Goldin, Steven'; 'Yohance S. Fuller'; 'Moneme, Emeka'; 'Bottigheimer, Nat'
Cc: thicks@bannekerventures.com; Neil.Albert@dc.gov; Hagner, John; 'Montague, Joshua W.'

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012211

Subject: RE: Jazz @ Florida -- Follow Up
Importance: High

Steve, et. al,

I just received a call from our counsel, John Hagner, at Womble Carlyle. John informed me that Josh Montague called him to discuss a few issues from the Term Sheet. We will agree with you on the following:

(a) the guarantee including the provision that we will pay for additional density if we build beyond what is in the Term Sheet or Definitive Agreement; and
(b) Adjacent Construction Design Standards will be as of the date of the Definitive Agreement.

However, BoA cannot agree to guarantee other liabilities (indemnifications) as they are open-ended and the bank can't provide that type of guarantee. Moreover, this request is beyond what WMATA has required of other developers.

If WMATA agrees to the last issue, we it looks like we have agreed to the terms of the Term Sheet. Please advise of your position.

Josh, in the future, please call me should you have any questions about any outstanding issues.

Thank you in advance.

Omar

From: Goldin, Steven [mailto:sgoldin@wmata.com]
Sent: Monday, October 19, 2009 1:59 PM
To: 'okarim@bannekerventures.com'; Yohance S. Fuller; Moneme, Emeka; Bottigheimer, Nat
Cc: 'thicks@bannekerventures.com'; Neil.Albert@dc.gov; 'JHagner@wcsr.com'
Subject: Re: Jazz @ Florida -- Follow Up

We are meeting now and will have an answer shortly

From: Omar A. Karim
To: Yohance S. Fuller; Goldin, Steven; Moneme, Emeka; Bottigheimer, Nat
Cc: 'Tiwana Hicks' ; Neil.Albert@dc.gov; John' 'Hagner
Sent: Mon Oct 19 13:35:03 2009
Subject: RE: Jazz @ Florida -- Follow Up
We sent final comments on Friday afternoon and are available to meet today to finalize any outstanding issues.

Omar

From: Fuller, Yohance (EOM) [mailto:yohance.fuller@dc.gov]
Sent: Monday, October 19, 2009 1:33 PM
To: Moneme, Emeka; okarim@bannekerventures.com; Goldin, Steven; nbottigheimer@wmata.com
Cc: Albert, Neil (EOM)
Subject: Jazz @ Florida -- Follow Up

Gents –

Last Friday, we discussed both parties reconvening on Monday to hash through the remaining issues on the term sheet. Specifically, the questions concerning design review/approval.

I believe the intention was to get this tied up by COB, today. Can I get an update on where we are on this?

Thanks,

Yohance

Yohance S. Fuller | Program Manager
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Government of the District of Columbia
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W 202.538.1278 | F 202.535.1224 | yohance.fuller@dc.gov

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012212

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Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, October 21, 2009 9:45 AM
To: Goldin, Steven; Montague, Joshua W.
Cc: Heppen, Bruce P.; O'Keeffe, Carol B.
Subject: RE: DC parking regs

Apropos of our conversation yesterday, this is from Title 11 DCMR, the city zoning regs. I did not go through all the subsections to check on the Washington Post article of yesterday.

2104 EXCEPTIONS TO THE SCHEDULE OF REQUIREMENTS: NEAR METRORAIL STATIONS

2104.1 Except as provided in § 2104.2, the number of parking spaces required for a nonresidential building or structure shall be seventy-five percent (75%) of the amount otherwise ordinarily required under § 2101.1 if the building is located within a radius of eight hundred feet (800 ft.) of a Metrorail station entrance and:

(a) The building or structure is located in a nonresidential district and is at least eight hundred feet (800 ft.) from any R-1, R-2, R-3, or R-4 District; and

(b) The Metrorail station is currently in operation or is one for which a construction contract has been awarded.

2104.2 The Board of Zoning Adjustment is authorized to reduce the number of parking spaces for a public library located within a one-half mile radius of a Metrorail station by fifty percent (50%), if the Metrorail station is currently in operation or is one for which a construction contract has been awarded.

SOURCE: Final Rulemaking published at 31 DCR 6585, 6597 (December 28, 1984); as amended by Final Rulemaking published at 47 DCR 9741-43 (December 8, 2000), incorporating by reference the text of Proposed Rulemaking published at 47 DCR 8335, 8499-50 (October 20, 2000); as amended by Final Rulemaking published at 50 DCR 10822 (December 19, 2003).

From: Goldin, Steven
Sent: Wednesday, October 21, 2009 8:20 AM
To: Montague, Joshua W.; Doggett, Rosalyn
Cc: Heppen, Bruce P.; O'Keeffe, Carol B.
Subject: Re: Jazz @ Florida -- Follow Up

Ok with me

From: Montague, Joshua W.
To: Goldin, Steven; Doggett, Rosalyn
Cc: Heppen, Bruce P.; O'Keeffe, Carol B.
Sent: Wed Oct 21 07:52:39 2009
Subject: FW: Jazz @ Florida -- Follow Up
We will need to put a provision in the Definitive Agreement that the Developer's insurance is primary to any insurance maintained by WMATA. But this does not need to go into the Term Sheet.

Otherwise, I am OK with Mr. Hagner's edits.

Josh

From: John Hagner [mailto:JHagner@wcsr.com]
Sent: Tuesday, October 20, 2009 8:41 PM
To: Omar A. Karim; Montague, Joshua W.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012214

Cc: Maurice' 'Perry; thicks@bannekerventures.com; Yohance S. Fuller; Bottigheimer, Nat; Doggett, Rosalyn; Goldin, Steven
Subject: RE: Jazz @ Florida -- Follow Up

Josh: Per Omar's instruction, I changed the review period in Section 8.1 back to 30 days. I also revised your insert in Section 9.8 to more precisely follow our discussions on the guarantor's liability if certain insurance coverages were not maintained. Finally, I agreed with your edits to Section 11, but added a provision that if the FHA lender has higher scopes and limits, then the Developer will provide the higher requirement.

Attached are a revised Term Sheet and a "redline" showing all changes from the version you distributed with your e-mail at 6:05p tonight. Thank you for your help in getting this done. I hope we can agree the Term Sheet is now final and all declare victory.

John

John D. Hagner
Womble Carlyle Sandridge & Rice, PLLC | 1401 Eye St., NW | Suite 700 | Washington, DC 20005-2225
T: 202.857.4404 | F: 202.261.0004 | E: jhagner@wcsr.com | W: www.wcsr.com

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, October 20, 2009 8:18 PM
To: 'Montague, Joshua W.'
Cc: thicks@bannekerventures.com; 'Yohance S. Fuller'; Hagner, John; 'Bottigheimer, Nat'; 'Doggett, Rosalyn'; 'Goldin, Steven'; 'Perry, Maurice'
Subject: RE: Jazz @ Florida -- Follow Up

Josh,

We are fine with all of the changes except for the change in time to review the designs. This provision has been in all of our documents for the past 18 months and our schedule is closely tied to it. We already agreed to extend the time it could take to finalize the Definitive Agreement to December. Any additional extensions would delay our construction start and completion date, which would cause us to loose our tax credits. As discussed previously, we have to complete 10% of construction by October 2010 and 100% of construction by December 31, 2011. Since we will have to present WMATA with at least 3 separate reviews, adding another 45 days (15 more for each review), would certainly cause us to miss our deadline, and thus ensure that we loose the tax credits.

John, please review the final provision (para 11) in particular as this is also a new change.

Omar

From: Montague, Joshua W. [mailto:jwmontague@wmata.com]
Sent: Tuesday, October 20, 2009 6:05 PM
To: Omar A. Karim
Cc: thicks@bannekerventures.com; Yohance S. Fuller; JHagner@wcsr.com; Bottigheimer, Nat; Doggett, Rosalyn; Goldin, Steven
Subject: RE: Jazz @ Florida -- Follow Up

Omar,

Attached is the revised Term Sheet with the following changes:

- Section 8.1 – the WMATA response time was extended from 30 days to 45 days. Our review staff expressed the need for more time to review. This extended time allotment will provide them with the time they need to review while allowing you to manage your schedule more accurately.
- Section 9.5 – a cosmetic change to correct the name of the WMATA Adjacent Construction Manual.
- Section 9.8 – Guaranty changes per our telephone conversation today.
- Section 11- Insurance changes per our telephone conversation today.

Please let me know if you have any questions.

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012215

600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

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From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, October 20, 2009 10:50 AM
To: Montague, Joshua W.
Cc: thicks@bannekerventures.com; Yohance S. Fuller; JHagner@wcsr.com; Bottigheimer, Nat; Doggett, Rosalyn; Goldin, Steven
Subject: Jazz @ Florida -- Follow Up

Josh,

Attached are the revised Term Sheet and a redline of the 2 changes in Section 9.5 and 9.8 that you discussed yesterday with John Hagner and mentioned in my email. There is an additional provision that you and John agreed to stating that if construction is not commenced by the third anniversary of the Definitive Agreement, then the Adjacent Construction Design Standards would be updated to include all revisions to the Design Manual since the Definitive Agreement.

Please let me know if all of the issues have been addressed and if the Term Sheet is finalized at this point.

Thank you in advance.

Omar

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Monday, October 19, 2009 5:33 PM
To: 'Goldin, Steven'; 'Yohance S. Fuller'; 'Moneme, Emeka'; 'Bottigheimer, Nat'
Cc: thicks@bannekerventures.com; Neil.Albert@dc.gov; Hagner, John; 'Montague, Joshua W.'
Subject: RE: Jazz @ Florida -- Follow Up
Importance: High

Steve, et. al,

I just received a call from our counsel, John Hagner, at Womble Carlyle. John informed me that Josh Montague called him to discuss a few issues from the Term Sheet. We will agree with you on the following:

(a) the guarantee including the provision that we will pay for additional density if we build beyond what is in the Term Sheet or Definitive Agreement; and
(b) Adjacent Construction Design Standards will be as of the date of the Definitive Agreement.

However, BoA cannot agree to guarantee other liabilities (indemnifications) as they are open-ended and the bank can't provide that type of guarantee. Moreover, this request is beyond what WMATA has required of other developers.

If WMATA agrees to the last issue, we it looks like we have agreed to the terms of the Term Sheet. Please advise of your position.

Josh, in the future, please call me should you have any questions about any outstanding issues.

Thank you in advance.

Omar

From: Goldin, Steven [mailto:sgoldin@wmata.com]
Sent: Monday, October 19, 2009 1:59 PM
To: 'okarim@bannekerventures.com'; Yohance S. Fuller; Moneme, Emeka; Bottigheimer, Nat
Cc: 'thicks@bannekerventures.com'; Neil.Albert@dc.gov; 'JHagner@wcsr.com'
Subject: Re: Jazz @ Florida -- Follow Up

We are meeting now and will have an answer shortly

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012216

From: Omar A. Karim
To: Yohance S. Fuller; Goldin, Steven; Moneme, Emeka; Bottigheimer, Nat
Cc: 'Tiwana Hicks' ; Neil.Albert@dc.gov; John' 'Hagner
Sent: Mon Oct 19 13:35:03 2009
Subject: RE: Jazz @ Florida -- Follow Up
We sent final comments on Friday afternoon and are available to meet today to finalize any outstanding issues.

Omar

From: Fuller, Yohance (EOM) [mailto:yohance.fuller@dc.gov]
Sent: Monday, October 19, 2009 1:33 PM
To: Moneme, Emeka; okarim@bannekerventures.com; Goldin, Steven; nbottigheimer@wmata.com
Cc: Albert, Neil (EOM)
Subject: Jazz @ Florida -- Follow Up

Gents –

Last Friday, we discussed both parties reconvening on Monday to hash through the remaining issues on the term sheet. Specifically, the questions concerning design review/approval.

I believe the intention was to get this tied up by COB, today. Can I get an update on where we are on this?

Thanks,

Yohance

Yohance S. Fuller | **Program Manager**
Office of the City Administrator
Government of the District of Columbia
1350 Pennsylvania Avenue, NW, Suite 533 | Washington, DC 20004
W 202.538.1278 | F 202.535.1224 | yohance.fuller@dc.gov

IRS CIRCULAR 230 NOTICE: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. tax advice contained in this communication (or in any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this communication (or in any attachment).

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012217

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, October 21, 2009 9:16 AM
To: 'John Hagner'; Omar A. Karim; Montague, Joshua W.
Cc: Maurice' 'Perry; thicks@bannekerventures.com; Yohance S. Fuller; Bottigheimer, Nat; Goldin, Steven
Subject: RE: Jazz @ Florida -- Follow Up

Omar, please send electronically this a.m. Exhibits A and B, as we discussed last Friday.
Thanks, R.

From: John Hagner [mailto:JHagner@wcsr.com]
Sent: Tuesday, October 20, 2009 8:41 PM
To: Omar A. Karim; Montague, Joshua W.
Cc: Maurice' 'Perry; thicks@bannekerventures.com; Yohance S. Fuller; Doggett, Rosalyn; Bottigheimer, Nat; Goldin, Steven
Subject: RE: Jazz @ Florida -- Follow Up

Josh: Per Omar's instruction, I changed the review period in Section 8.1 back to 30 days. I also revised your insert in Section 9.8 to more precisely follow our discussions on the guarantor's liability if certain insurance coverages were not maintained. Finally, I agreed with your edits to Section 11, but added a provision that if the FHA lender has higher scopes and limits, then the Developer will provide the higher requirement.

Attached are a revised Term Sheet and a "redline" showing all changes from the version you distributed with your e-mail at 6:05p tonight. Thank you for your help in getting this done. I hope we can agree the Term Sheet is now final and all declare victory.

John

John D. Hagner
Womble Carlyle Sandridge & Rice, PLLC | 1401 Eye St., NW | Suite 700 | Washington, DC 20005-2225
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Sent: Tuesday, October 20, 2009 8:18 PM
To: 'Montague, Joshua W.'
Cc: thicks@bannekerventures.com; 'Yohance S. Fuller'; Hagner, John; 'Bottigheimer, Nat'; 'Doggett, Rosalyn'; 'Goldin, Steven'; 'Perry, Maurice'
Subject: RE: Jazz @ Florida -- Follow Up

Josh,

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Sent: Tuesday, October 20, 2009 6:05 PM
To: Omar A. Karim
Cc: thicks@bannekerventures.com; Yohance S. Fuller; JHagner@wcsr.com; Bottigheimer, Nat; Doggett, Rosalyn; Goldin, Steven
Subject: RE: Jazz @ Florida -- Follow Up

Omar,

Attached is the revised Term Sheet with the following changes:

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012218

- Section 8.1 – the WMATA response time was extended from 30 days to 45 days. Our review staff expressed the need for more time to review. This extended time allotment will provide them with the time they need to review while allowing you to manage your schedule more accurately.
- Section 9.5 – a cosmetic change to correct the name of the WMATA Adjacent Construction Manual.
- Section 9.8 – Guaranty changes per our telephone conversation today.
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Please let me know if you have any questions.

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority
600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

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From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, October 20, 2009 10:50 AM
To: Montague, Joshua W.
Cc: thicks@bannekerventures.com; Yohance S. Fuller; JHagner@wcsr.com; Bottigheimer, Nat; Doggett, Rosalyn; Goldin, Steven
Subject: Jazz @ Florida -- Follow Up

Josh,

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Please let me know if all of the issues have been addressed and if the Term Sheet is finalized at this point.

Thank you in advance.

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From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Monday, October 19, 2009 5:33 PM
To: 'Goldin, Steven'; 'Yohance S. Fuller'; 'Moneme, Emeka'; 'Bottigheimer, Nat'
Cc: thicks@bannekerventures.com; Neil.Albert@dc.gov; Hagner, John; 'Montague, Joshua W.'
Subject: RE: Jazz @ Florida -- Follow Up
Importance: High

Steve, et. al,

I just received a call from our counsel, John Hagner, at Womble Carlyle. John informed me that Josh Montague called him to discuss a few issues from the Term Sheet. We will agree with you on the following:

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Josh, in the future, please call me should you have any questions about any outstanding issues.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Thank you in advance.

Omar

From: Goldin, Steven [mailto:sgoldin@wmata.com]
Sent: Monday, October 19, 2009 1:59 PM
To: 'okarim@bannekerventures.com'; Yohance S. Fuller; Moneme, Emeka; Bottigheimer, Nat
Cc: 'thicks@bannekerventures.com'; Neil.Albert@dc.gov; 'JHagner@wcsr.com'
Subject: Re: Jazz @ Florida -- Follow Up

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Cc: 'Tiwana Hicks' ; Neil.Albert@dc.gov; John' 'Hagner
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To: Moneme, Emeka; okarim@bannekerventures.com; Goldin, Steven; nbottigheimer@wmata.com
Cc: Albert, Neil (EOM)
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Yohance

Yohance S. Fuller | Program Manager
Office of the City Administrator
Government of the District of Columbia
1350 Pennsylvania Avenue, NW, Suite 533 | Washington, DC 20004
W 202.538.1278 | F 202.535.1224 | yohance.fuller@dc.gov

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012220

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, October 20, 2009 9:40 AM
To: Bushnaq, Tariq
Subject: FW: Jazz @ Florida -- Follow Up

From: Montague, Joshua W.
Sent: Tuesday, October 20, 2009 8:33 AM
To: Goldin, Steven; Doggett, Rosalyn
Subject: RE: Jazz @ Florida -- Follow Up

I can make it.

From: Goldin, Steven
Sent: Monday, October 19, 2009 8:27 PM
To: Montague, Joshua W.; Doggett, Rosalyn
Subject: Re: Jazz @ Florida -- Follow Up

Can we meet at 10:30 tomorrow (tues) in my office?

From: Montague, Joshua W.
To: Doggett, Rosalyn; Goldin, Steven
Sent: Mon Oct 19 19:34:59 2009
Subject: FW: Jazz @ Florida -- Follow Up
Hi Steve and Roz,

I don't know if Omar is being brief or is just incorrect, but here is what was discussed with John Hagner:

1. **Adjacent Construction Manual** – Per our discussions, I explained to Mr. Hagner that we would be willing to allow them to rely on the current version of the Adjacent Construction Manual as long as construction commences within three years. If construction begins after three years, then the developer must adhere to whatever version is then current and the developer must take on any additional costs/risks associated therewith. Mr. Hagner seemed to agree and said he would run it by his clients. Mr. Karim did not mention the three year cap in his response.
2. **Insurance** – Mr. Hagner agreed to our requirement that the Developer, the GC, and all "major" subs must have CGL policies that name WMATA as an additional insured.
3. **Guarantor** –
    a. **Payment** – We asked BOACDC to guarantee the payments due under the Definitive Agreement, including any additional density payments that may be due after the Closing. Mr. Hagner eventually agreed to ask BOACDC if this is acceptable.
    b. **Indemnification** – Mr. Hagner vigorously disagreed with this issue. He called them a bottomless pit of risk and that insurance should give us all the protection that we need. He also made a vague reference that their status as a bank subsidiary might prohibit them from taking this on, but he did not follow up on this point (this may require further exploration).

As to the guarantor/indemnification issue, please note the following:

1. *Layers are standard* – it is relatively standard to require layers of risk protection through insurance, bonds, and contractual indemnifications. These provisions work together to create the best risk management protection possible.
2. *Insurance* – insurance will still be the primary source of liability protection for the Developer/Guarantor. But, insurance has limits. Insurance lapses if they do not (i) make payments or (ii) adhere to the policy requirements. And, insurance companies will deny claims for any reason possible. Therefore, the Guarantor's indemnification means that BOACDC will ensure that the Developer maintains adequate insurance at all times. BOACDC will also stand in for insurance if the insurance fails (due to denial, lapse, or exceeding of limits) and the Developer is unable to provide indemnification.
3. *The Developer entity is not an adequate indemnifier by itself.* The Jazz @ Florida Avenue, LLC is a highly leveraged SPE that cannot provide the indemnification that WMATA needs. Also, as mentioned previously, the WMATA Board expressed that it wants Banneker's partners to have well-defined roles. The Guaranty would meet this end.
4. *Other transactions* – Mr. Karim and Mr. Hagner refer to other WMATA transactions. But, every transaction is different. Mr. Hagner kept bringing up Rhode Island Avenue as an example. First, that is a lease rather than a

FOIA CONFIDENTIAL TREATMENT REQUESTED

sale. If the parties don't carry insurance, then WMATA can just terminate the lease. Second, Rhode Island Ave is not an "ideal" transaction.

5. *Bank* –If BOACDC's status as a bank subsidiary does not allow it to provide this level of guarantee, then BOACDC cannot provide the type of guarantee that WMATA needs. In that case, WMATA should look for different or additional guarantors. This issue is unclear.
6. *Adjacent Construction Manual* – Full indemnification is among the requirements of the adjacent construction manual (Section 6).

Please let me know if you have any questions.

Thanks,

Josh

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Monday, October 19, 2009 5:33 PM
To: Yohance S. Fuller; Moneme, Emeka; Bottigheimer, Nat; Goldin, Steven
Cc: thicks@bannekerventures.com; Neil.Albert@dc.gov; Montague, Joshua W.; JHagner@wcsr.com
Subject: RE: Jazz @ Florida -- Follow Up
Importance: High

Steve, et. al,

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Omar

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Sent: Monday, October 19, 2009 1:59 PM
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Cc: 'thicks@bannekerventures.com'; Neil.Albert@dc.gov; 'JHagner@wcsr.com'
Subject: Re: Jazz @ Florida -- Follow Up

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To: Yohance S. Fuller; Goldin, Steven; Moneme, Emeka; Bottigheimer, Nat
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Sent: Mon Oct 19 13:35:03 2009
Subject: RE: Jazz @ Florida -- Follow Up
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Sent: Monday, October 19, 2009 1:33 PM
To: Moneme, Emeka; okarim@bannekerventures.com; Goldin, Steven; nbottigheimer@wmata.com
Cc: Albert, Neil (EOM)
Subject: Jazz @ Florida -- Follow Up

Gents –

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012222

Last Friday, we discussed both parties reconvening on Monday to hash through the remaining issues on the term sheet. Specifically, the questions concerning design review/approval.

I believe the intention was to get this tied up by COB, today. Can I get an update on where we are on this?

Thanks,

Yohance

Yohance S. Fuller | Program Manager
Office of the City Administrator
Government of the District of Columbia
1350 Pennsylvania Avenue, NW, Suite 533 | Washington, DC 20004
W 202.538.1278 | F 202.535.1224 | yohance.fuller@dc.gov

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012223

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, October 19, 2009 10:00 AM
To: Goldin, Steven
Subject: FW: BAIS 100527 Sale of FL Ave Joint Development Site

Fyi, after I talked to Sid

From: Doggett, Rosalyn
Sent: Monday, October 19, 2009 9:59 AM
To: Bottigheimer, Nat; Mohsberg, Sid
Subject: FW: BAIS 100527 Sale of FL Ave Joint Development Site

From: Sequeira, Loyda
Sent: Friday, October 16, 2009 6:40 PM
To: Moneme, Emeka; Doggett, Rosalyn; Yohance S. Fuller; jkass@dccouncil.us
Cc: Montague, Joshua W.; Goldin, Steven; Pant, Shiva K.
Subject: RE: BAIS 100527 Sale of FL Ave Joint Development Site

Hi,

Please see revision below in bold/red. Let me know if this is good to go. Thanks,

Loyda

DESCRIPTION:

In September 2009, the Board approved an extension to December 2009 to renegotiate a term sheet, to include affordable housing, for the Shaw-Howard U./Florida Avenue development site, which consists of three separate parcels totaling 28,376 sf located between 7th and 9th streets NW in Washington, DC.

The project will feature ground floor retail along Florida Avenue, with four stories of housing above, for a minimum of 100,000 sf. If additional density can be achieved, Metro will be compensated. At a minimum, the project will include affordable housing required by the District of Columbia's new mandatory Inclusionary Zoning law and regulations (approximately 8% of the housing that is built); however, the developer is exploring financing to extend affordability.

Staff and the development team, led by Banneker Ventures, LLC with Banc of America Community Development Corporation, have negotiated a term sheet for disposition of the development site.

The project was initially proposed as a lease; however, the development team subsequently gained control of additional adjacent land on 9th Street and proposes to combine that land with the two of the three Metro parcels between 8th and 9th streets. The combined site will allow potentially greater density on Metro's land than if the Metro parcels were developed alone and therefore greater economic benefit to Metro. The sale of the site will also allow the three sites to be financed and developed as one project. While these advantages would hold also for a lease, in the event of a lease default there is a high risk disadvantage to Metro, namely, that Metro could not gain effective control of Metro land under a portion of the building constructed on combined Metro land and development team land. For this reason, a sale is preferable.

Metro facilities on the site consist of two underground rail tunnels and a vent shaft opening to 8th Street. These facilities will be reserved in perpetuity for Metro.

A sale will provide for reversion of the property to Metro in the event that the developer does not commence construction of the project within three years of executing the sales agreement. However, the Metro Board may issue a one-time extension of one year.

Metro will receive 79% (its share of the total size of the development parcel) of the value of any bonus density granted the development team by the District of Columbia.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012224

The negotiated sale agreement will be brought to the Board for approval within the extension period which ends in December 2009.

From: Moneme, Emeka
Sent: Friday, October 16, 2009 6:33 PM
To: Yohance S. Fuller; Sequeira, Loyda; Doggett, Rosalyn
Cc: Montague, Joshua W.; Goldin, Steven
Subject: Re: BAIS 100527 Sale of FL Ave Joint Development Site

Loyda, you got it?

From: Yohance (EOM) Fuller
To: Moneme, Emeka; Sequeira, Loyda; Doggett, Rosalyn
Cc: Montague, Joshua W.; Goldin, Steven
Sent: Fri Oct 16 18:25:33 2009
Subject: RE: BAIS 100527 Sale of FL Ave Joint Development Site
Roz –

I think it looks good. I made a minor edit to reflect that the one time extension should be one year.

"A sale will provide for reversion of the property to Metro in the event that the developer does not commence construction of the project within three years of executing the sales agreement. However, the Board may issue a one-time extension of a year."

From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Friday, October 16, 2009 6:18 PM
To: Moneme, Emeka; Sequeira, Loyda
Cc: Fuller, Yohance (EOM); Goldin, Steven; Montague, Joshua W.
Subject: BAIS 100527 Sale of FL Ave Joint Development Site

Per your request, the BAIS language regarding reversion will be revised as follows on Monday:

"A sale will provide for reversion of the property to Metro in the event that the developer does not commence construction of the project within three years of executing the sales agreement. However, the Board may issue a one-time extension."

Yohance, please confirm that this language is what you intended and discussed with CM Graham. It would be consistent with the term sheet negotiated by Metro staff and Banneker over the past few days.

Rosalyn

Rosalyn P. Doggett
Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

rdoggett@wmata.com
202-962-2208 phone
202-962-2396 fax

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012225

e-mail from Yohance

Doggett, Rosalyn

From: Yohance (EOM) Fuller [yohance.fuller@dc.gov]
Sent: Friday, September 25, 2009 6:12 PM
To: Doggett, Rosalyn
Cc: Goldin, Steven
Subject: RE: WMATA instructions to appraiser

Roz,

Please provide me with final appraisal instructions by COB Monday. After taking a quick look at the draft appraisal insturctions, there was no mention of inclusionary zoning and a number of additional elements that are included in the final appraisal. I need to understand all the assumptions that went into this appraisal in preparation for our meeting on Tuesday.

Regards,

Yohance

From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Friday, September 25, 2009 4:27 PM
To: Fuller, Yohance (EOM)
Cc: Goldin, Steven
Subject: WMATA instructions to appraiser

Attached are:

1. The draft appraisal instructions to the outside appraiser which I was asked to review. In addition to the instructions in the draft, I know that I asked additionally for the outside appraiser to reflect the buildable amount of sf on the site and the extraordinary costs of building over the Metro tunnels. Since both those items were addressed in the appraisal, that request was carried forward in the final appraisal instructions which I do not have the ability to access this afternoon.
2. A table showing my current calculation of the purchase price based on discussions between myself and Omar Karim this morning. We did not discuss the specific numbers for purchasing additional square footage so I do not want to represent that we did.

Rosalyn P. Doggett
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rdoggett@wmata.com
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FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Yohance (EOM) Fuller [yohance.fuller@dc.gov]
Sent: Friday, September 25, 2009 6:07 PM
To: Doggett, Rosalyn
Cc: Goldin, Steven
Subject: RE: WMATA instructions to appraiser

Thanks Roz. Have a great weekend.

Yohance

From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Friday, September 25, 2009 4:27 PM
To: Fuller, Yohance (EOM)
Cc: Goldin, Steven
Subject: WMATA instructions to appraiser

Attached are:

1. The draft appraisal instructions to the outside appraiser which I was asked to review. In addition to the instructions in the draft, I know that I asked additionally for the outside appraiser to reflect the buildable amount of sf on the site and the extraordinary costs of building over the Metro tunnels. Since both those items were addressed in the appraisal, that request was carried forward in the final appraisal instructions which I do not have the ability to access this afternoon.
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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012227

Doggett, Rosalyn

From: Yohance (EOM) Fuller [yohance.fuller@dc.gov]
Sent: Friday, September 25, 2009 11:17 AM
To: Doggett, Rosalyn; Meister, Mark K.; Bottigheimer, Nat
Subject: RE: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW

Roz,

I just left you a message. Can you please give me a call, preferably before noon today. I can be reached at 202.538.1278.

Yohance

From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Friday, September 25, 2009 9:40 AM
To: okarim@bannekerventures.com; Fuller, Yohance (EOM); Marshall, Malcolm; Meister, Mark K.; Bottigheimer, Nat
Cc: Maurice Perry; Anthony James Ives; Tiwana Hicks; Albert, Neil (EOM)
Subject: RE: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW

Omar, this will confirm the message that I left with your office. Since alternative arrangements were made for appraisal review by an MAI appraiser selected by you, there does not appear to be a need for a meeting today in our opinion. I called to see if you agree that there is no need for a meeting and to follow up on the alternative arrangement. I look forward to hearing from you.
Rosalyn

From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, September 24, 2009 10:54 PM
To: Yohance S. Fuller; Doggett, Rosalyn; Marshall, Malcolm; Meister, Mark K.; Bottigheimer, Nat
Cc: Maurice Perry; Anthony James Ives; Tiwana Hicks; Neil.Albert@dc.gov.
Subject: Re: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW
Importance: High

Nat and Roz,

Based on Mark's email below, please confirm that we are meeting tomorrow. Since we did not confirm a time, I assume the due to the lateness, the morning would be out and therefore, the afternoon would have to do. Can we meet @ 2:30 tomorrow?

Thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Omar Karim"
Date: Thu, 24 Sep 2009 15:57:56 +0000
To: Mark K. Meister<MMeister@wmata.com>; Yohance Fuller<yohance.fuller@dc.gov>; Marshall, Malcolm<MMarshall@wmata.com>; Bottigheimer, Nat<NBottigheimer@wmata.com>; Rosslyn Doggett<rdoggett@wmata.com>
Subject: Re: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW
Mark,

If we meet tomorrow, since you will not be at the meeting, would Nat be present? We can meet first thing (9-11) or 2:30-5. If your appraiser provides you with additional info today, can you forward this to us prior to tomorrow's meeting so that we can review.

Thank you in advance.

Omar

FOIA CONFIDENTIAL TREATMENT REQUESTED

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Meister, Mark K."
Date: Thu, 24 Sep 2009 10:56:41 -0400
To: okarim@bannekerventures.com<okarim@bannekerventures.com>; Yohance S. Fuller<Yohance.Fuller@dc.gov>; Marshall, Malcolm<MMarshall@wmata.com>; Bottigheimer, Nat<NBottigheimer@wmata.com>; Doggett, Rosalyn<RDoggett@wmata.com>
Subject: RE: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW
Omar,

We are working with our appraiser to formulate a counteroffer to your offer of 9/22/09. As we are awaiting additional data from the appraiser, we are not in a position to meet today but anticipate being able to meet tomorrow. As I will be out of the office, I have asked Roz Doggett to contact you tomorrow, or later today if possible, to schedule a meeting.

Mark

Mark K. Meister
Program Manager, Real Estate
Office of Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001
Tel: 202-962-1589
Fax: 202-962-2396
Email: mmeister@wmata.com

From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, September 24, 2009 10:26 AM
To: Yohance S. Fuller; Meister, Mark K.; Marshall, Malcolm; Bottigheimer, Nat; Doggett, Rosalyn
Cc: Maurice Perry; Anthony James Ives; Tiwana Hicks; Neil.Albert@dc.gov
Subject: Re: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW

Mark,

Wanted to confirm what time we are meeting today.

Thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Fuller, Yohance (EOM)"
Date: Wed, 23 Sep 2009 17:05:49 -0400
To: Meister, Mark K.<MMeister@wmata.com>; Omar A. Karim<okarim@bannekerventures.com>; Marshall, Malcolm<MMarshall@wmata.com>; Bottigheimer, Nat<NBottigheimer@wmata.com>; Doggett, Rosalyn<RDoggett@wmata.com>
Subject: RE: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW
Mark,

FOIA CONFIDENTIAL TREATMENT REQUESTED

Has a time been confirmed to meet tomorrow? I will be at JBG for the Committee and Board meeting. Perhaps we can meet right after those meetings? Please advise.

Yohance

From: Meister, Mark K. [mailto:MMeister@wmata.com]
Sent: Wednesday, September 23, 2009 11:38 AM
To: Omar A. Karim; Marshall, Malcolm; Bottigheimer, Nat; Doggett, Rosalyn
Cc: 'Maurice Perry'; 'Anthony Ives'; 'Tiwana Hicks'; Albert, Neil (EOM); Fuller, Yohance (EOM)
Subject: RE: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW

Omar,

We will make every effort to get this done tomorrow.

Mark

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, September 23, 2009 11:25 AM
To: Meister, Mark K.; Marshall, Malcolm; Bottigheimer, Nat; Doggett, Rosalyn
Cc: 'Maurice Perry'; 'Anthony Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller
Subject: RE: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW

Mark,

Thanks for the update. Since we are working to get on the agenda for the Oct 8th committee meeting, could we push for meeting tomorrow? I think our analysis of and comments to the appraisal are pretty limited to two issues (comparable sales FAR and IZ deduction) and therefore, I'm hopeful that Malcolm will be able to review these with the backdrop that he's been working with the appraiser for sometime to get it to where it is today, and allow us to get this thing done tomorrow. Can we push for this?

Should Malcolm have any questions, I will be available all day to speak with him.

Thanks for the tremendous effort you and your team is putting toward getting this thing done.

Omar

From: Meister, Mark K. [mailto:MMeister@wmata.com]
Sent: Wednesday, September 23, 2009 11:17 AM
To: Omar A. Karim; Marshall, Malcolm; Bottigheimer, Nat; Doggett, Rosalyn
Cc: 'Maurice Perry'; 'Anthony Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller
Subject: RE: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW

Omar,

Thanks for your analysis. I've asked our appraiser, Malcolm Marshall, and Rosalyn Doggett to review your analysis in light of WMATA's appraisal and formulate a response. I received a voicemail from Yohance Fuller this morning requesting a meeting this afternoon to, hopefully, finalize Term Sheet negotiations. Unfortunately, Roz is out of the office today and Malcolm will need some time to complete his review having received your information at 6:25 p.m. yesterday. Consequently, a meeting today will not work. Upon Roz's return to the office, I will be in further touch with you to schedule the meeting.

Mark

Mark K. Meister
Program Manager, Real Estate
Office of Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001
Tel: 202-962-1589
Fax: 202-962-2396
Email: mmeister@wmata.com

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, September 22, 2009 6:25 PM
To: Meister, Mark K.; Marshall, Malcolm; Bottigheimer, Nat; Doggett, Rosalyn

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012230

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, November 09, 2009 2:51 PM
To: Montague, Joshua W.
Subject: FW: Shaw-Howard Florida Avenue Joint Development Project

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From: Yohance (EOM) Fuller [mailto:yohance.fuller@dc.gov]
Sent: Monday, November 09, 2009 2:28 PM
To: okarim@bannekerventures.com; jkass@dccouncil.us; jhagner@wcsr.com; Bottigheimer, Nat
Cc: Neil.Albert@dc.gov; Doggett, Rosalyn; O'Keeffe, Carol B.; Goldin, Steven
Subject: RE: Shaw-Howard Florida Avenue Joint Development Project

Nat et al.,

Thanks for sending over the additional material. I think it effectively summarizes the critical deal points. Neil is unfortunately out of town for the rest of the week, but I will coordinate with him once he returns. Specifically, to discuss the District's rationale on timing of this project.

In the mean time, can you please detail the next steps for getting this project in front of the committee and/or board? Outside of the District's rationale, are there any other deliverables, milestones, etc. that need to be produced in order to bring this before the board again. I assume that we are trying to get this on the agenda for November's Board meeting? Please advise.

Thanks for all your hard work thus far.

Yohance

From: Bottigheimer, Nat [mailto:NBottigheimer@wmata.com]
Sent: Sunday, November 08, 2009 4:26 PM
To: okarim@bannekerventures.com; jhagner@wcsr.com; Fuller, Yohance (EOM); Kass, Jonathon (COUNCIL)
Cc: Goldin, Steven; Doggett, Rosalyn; O'Keeffe, Carol B.; Bottigheimer, Nat
Subject: FW: Shaw-Howard Florida Avenue Joint Development Project

Omar et al--

fyi, this is the material that went out to the Board on Friday afternoon. I will be contacting Board members this week to ask them if they have follow-up questions that we can answer.

The materials sent out establish that the expected revenue stream for the transaction exceeds the current appraised value. We may receive questions about the details of the value to Metro of this deal, but I don't think these questions are the most important to address for the Board to feel comfortable acting on this.

The question that will most directly confront Board members -- in my view -- is the question of timing. Why should the Board approve this deal in this market, when in a few years the value of the land may significantly increase relative to today's value?

This timing question will, again in my view, require input from the District that Metro staff can not speak to as well as District representatives. For example, what is the policy imperative of moving forward at this time rather than in a few years? It is certainly the case that this property does not support an attractive streetscape at Florida and 9th, and eyesore properties can depress markets and slow revitalization. There may also be local economic development momentum that this project would help sustain. However, these are items that, as I said, District representatives can speak most strongly to in addressing the timing question with their Board colleagues.

I hope this information is helpful.

Best wishes,

Nat

From: Catoe, John B.
Sent: Friday, November 06, 2009 5:12 PM
To: agiancol@naco.org; catherine.hudgins@fairfaxcounty.gov; cz.arl@verizon.net; czimmerman@arlingtonva.us; ehewlett@shhpa.com; jeff.mckay@fairfaxcounty.gov; jim@grahamwone.com; linton_200@msn.com; mbrown@dccouncil.us; Neil.Albert@dc.gov; nomolos@verizon.net; peter.metro@verizon.net; Sequeira, Loyda; william.euille@alexandriava.gov; wmeuille@wdeuille.com
Cc: Bottigheimer, Nat; Green, Jennifer A.; Pant, Shiva K.; Sequeira, Loyda
Subject: Shaw-Howard Florida Avenue Joint Development Project

Dear Chairman and Members of the Board:

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012231

Attached is a memo that responds to the Planning, Development and Real Estate committee executive session request for information relative to the value of the Shaw-Howard Florida Avenue joint development project.

Please let me know if you have additional questions.

John

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012232

Doggett, Rosalyn

From: Yohance (EOM) Fuller [yohance.fuller@dc.gov]
Sent: Wednesday, October 28, 2009 5:08 PM
To: Doggett, Rosalyn; Bottigheimer, Nat
Cc: jkass@dccouncil.us; Montague, Joshua W.; Goldin, Steven
Subject: RE: Short answers to Fl Ave questions

Indeed. I thought he was already on the list. Please include Jonathan as well.

Thanks,

Yohance

-----Original Message-----
From: Bottigheimer, Nat [mailto:NBottigheimer@wmata.com]
Sent: Wednesday, October 28, 2009 5:07 PM
To: Fuller, Yohance (EOM); Doggett, Rosalyn
Cc: Montague, Joshua W.; Goldin, Steven
Subject: Re: Short answers to Fl Ave questions

And Jonathan Kass

----- Original Message -----
From: Yohance (EOM) Fuller <yohance.fuller@dc.gov>
To: Bottigheimer, Nat; Doggett, Rosalyn
Cc: Montague, Joshua W.; Goldin, Steven
Sent: Wed Oct 28 17:05:39 2009
Subject: RE: Short answers to Fl Ave questions

Roz,

Thanks for the update. Please share this with the development team as well. I want to ensure that we're all on the same line of the same page. Thanks for your efforts thus far.

Regards,

Yohance

-----Original Message-----
From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Wednesday, October 28, 2009 4:52 PM
To: Bottigheimer, Nat; Fuller, Yohance (EOM)
Cc: Goldin, Steven; Montague, Joshua W.
Subject: RE: Short answers to Fl Ave questions

A Joint Development Agreement with the following exhibits needs to be taken to the Board:
1. Lease
2. Covenants, Conditions and Restrictions (CCR's)
3. Right of Entry Agreement
4. Guaranty
5. Co-tenancy agreement
6. Metes and Bounds Survey and full ALTA Title Report from developer (we can delay this until the Closing on the lease and continue to use the property outline and lot descriptions for purposes of the JDA; the metes and bounds survey would be the basis for descriptions of WMATA reserved areas: tunnels, etc. in the lease)

Status: The developer has the JDA plus items 1-4 drafted by WMATA. The developer is in the process of drafting a co-tenancy agreement, which would not have been necessary under a sale. The other items, with a sales agreement instead of a lease, would be needed under either type of disposition.

Our counsel and Banneker's have agreed that once we have agreed to a Term Sheet, they will mark up the JDA and items 1-4 (note: Banneker has previously provided provisional comments to the JDA, but not the other documents). We are uncertain of the timing by Banneker's counsel to send us the initial draft of item 5.

Banneker's counsel would like to draft a new lease based on the Rhode Island Ave lease, instead of working with the lease draft we sent to Banneker. However, our counsel does not agree because that is a different situation. So that is an impasse currently.

-----Original Message-----
From: Bottigheimer, Nat

FOIA CONFIDENTIAL TREATMENT REQUESTED

Sent: Wednesday, October 28, 2009 3:50 PM
To: Yohance S. Fuller
Cc: Goldin, Steven; Doggett, Rosalyn; Montague, Joshua W.; jkass@dccouncil.us; Requa, Jack; Marshall, Malcolm; O'Keeffe, Carol B.
Subject: Short answers to Fl Ave questions

To be followed by a more complete response later this afternoon from Roz. Before closing, we would need

A final lease agreement - this has been partially negotiated, but stalled when we went to sale approach. This would include terms related to composition of team and their strength

CCRs - I think Omar has these from us, we but don't have a response

Survey - We need this from Omar; we would have needed this to close for a sale, too.

Right of Entry agreement

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Yohance (EOM) Fuller [yohance.fuller@dc.gov]
Sent: Wednesday, October 28, 2009 5:06 PM
To: Doggett, Rosalyn; Bottigheimer, Nat
Cc: Montague, Joshua W.; Goldin, Steven
Subject: RE: Short answers to Fl Ave questions

Roz,

Thanks for the update. Please share this with the development team as well. I want to ensure that we're all on the same line of the same page. Thanks for your efforts thus far.

Regards,

Yohance

-----Original Message-----
From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Wednesday, October 28, 2009 4:52 PM
To: Bottigheimer, Nat; Fuller, Yohance (EOM)
Cc: Goldin, Steven; Montague, Joshua W.
Subject: RE: Short answers to Fl Ave questions

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-----Original Message-----
From: Bottigheimer, Nat
Sent: Wednesday, October 28, 2009 3:50 PM
To: Yohance S. Fuller
Cc: Goldin, Steven; Doggett, Rosalyn; Montague, Joshua W.; jkass@dccouncil.us; Requa, Jack; Marshall, Malcolm; O'Keeffe, Carol B.
Subject: Short answers to Fl Ave questions

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Survey - We need this from Omar; we would have needed this to close for a sale, too.

Right of Entry agreement

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Yohance (EOM) Fuller [yohance.fuller@dc.gov]
Sent: Wednesday, October 28, 2009 4:30 PM
To: Bottigheimer, Nat
Cc: jkass@dccouncil.us; Doggett, Rosalyn; O'Keeffe, Carol B.; Requa, Jack; Montague, Joshua W.; Marshall, Malcolm; Goldin, Steven
Subject: RE: Short answers to Fl Ave questions

Nat,

Thanks for the update. If you could, please provide me with a bulleted list of what milestones need to occur so the developer can begin construction. Our primary concern is that the development team begins construction ASAP, as they are at risk of losing their LIHTC financing if a percentage of the project is not completed at a date certain.

Regards,

Yohance

-----Original Message-----
From: Bottigheimer, Nat [mailto:NBottigheimer@wmata.com]
Sent: Wednesday, October 28, 2009 3:50 PM
To: Fuller, Yohance (EOM)
Cc: Goldin, Steven; Doggett, Rosalyn; Montague, Joshua W.; Kass, Jonathon (COUNCIL); Requa, Jack; Marshall, Malcolm; O'Keeffe, Carol B.
Subject: Short answers to Fl Ave questions

To be followed by a more complete response later this afternoon from Roz. Before closing, we would need

A final lease agreement - this has been partially negotiated, but stalled when we went to sale approach. This would include terms related to composition of team and their strength

CCRs - I think Omar has these from us, we but don't have a response

Survey - We need this from Omar; we would have needed this to close for a sale, too.

Right of Entry agreement

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Yohance (EOM) Fuller [yohance.fuller@dc.gov]
Sent: Friday, October 16, 2009 6:26 PM
To: Doggett, Rosalyn; Moneme, Emeka; Sequeira, Loyda
Cc: Montague, Joshua W.; Goldin, Steven
Subject: RE: BAIS 100527 Sale of FL Ave Joint Development Site

Roz –

I think it looks good. I made a minor edit to reflect that the one time extension should be one year.

"A sale will provide for reversion of the property to Metro in the event that the developer does not commence construction of the project within three years of executing the sales agreement. However, the Board may issue a one-time extension of a year."

From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Friday, October 16, 2009 6:18 PM
To: Moneme, Emeka; Sequeira, Loyda
Cc: Fuller, Yohance (EOM); Goldin, Steven; Montague, Joshua W.
Subject: BAIS 100527 Sale of FL Ave Joint Development Site

Per your request, the BAIS language regarding reversion will be revised as follows on Monday:

"A sale will provide for reversion of the property to Metro in the event that the developer does not commence construction of the project within three years of executing the sales agreement. However, the Board may issue a one-time extension."

Yohance, please confirm that this language is what you intended and discussed with CM Graham. It would be consistent with the term sheet negotiated by Metro staff and Banneker over the past few days.

Rosalyn

Rosalyn P. Doggett
Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

rdoggett@wmata.com
202-962-2208 phone
202-962-2396 fax

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012237

Doggett, Rosalyn

From: Yohance (EOM) Fuller [yohance.fuller@dc.gov]
Sent: Friday, October 16, 2009 5:05 PM
To: Doggett, Rosalyn
Cc: Moneme, Emeka; Montague, Joshua W.; Goldin, Steven; Mohsberg, Sid
Subject: RE: Presentation and BAIS- Florida Ave

Thanks Roz. I'm reviewing now.

From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Friday, October 16, 2009 4:59 PM
To: Fuller, Yohance (EOM)
Cc: Moneme, Emeka; Goldin, Steven; Mohsberg, Sid; Montague, Joshua W.
Subject: Presentation and BAIS- Florida Ave

Per your request.

Rosalyn P. Doggett
Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

rdoggett@wmata.com
202-962-2208 phone
202-962-2396 fax

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012238

Doggett, Rosalyn

From: Yohance (EOM) Fuller [yohance.fuller@dc.gov]
Sent: Friday, September 25, 2009 4:13 PM
To: Doggett, Rosalyn
Subject: Accepted: Shaw Howard Florida Avenue Properties Appraisal

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Yohance (EOM) Fuller [yohance.fuller@dc.gov]
Sent: Friday, September 25, 2009 11:17 AM
To: Doggett, Rosalyn; Meister, Mark K.; Bottigheimer, Nat
Subject: RE: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW

Roz,

I just left you a message. Can you please give me a call, preferably before noon today. I can be reached at 202.538.1278.

Yohance

From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Friday, September 25, 2009 9:40 AM
To: okarim@bannekerventures.com; Fuller, Yohance (EOM); Marshall, Malcolm; Meister, Mark K.; Bottigheimer, Nat
Cc: Maurice Perry; Anthony James Ives; Tiwana Hicks; Albert, Neil (EOM)
Subject: RE: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW

Omar, this will confirm the message that I left with your office. Since alternative arrangements were made for appraisal review by an MAI appraiser selected by you, there does not appear to be a need for a meeting today in our opinion. I called to see if you agree that there is no need for a meeting and to follow up on the alternative arrangement. I look forward to hearing from you.
Rosalyn

From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, September 24, 2009 10:54 PM
To: Yohance S. Fuller; Doggett, Rosalyn; Marshall, Malcolm; Meister, Mark K.; Bottigheimer, Nat
Cc: Maurice Perry; Anthony James Ives; Tiwana Hicks; Neil.Albert@dc.gov
Subject: Re: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW
Importance: High

Nat and Roz,

Based on Mark's email below, please confirm that we are meeting tomorrow. Since we did not confirm a time, I assume the due to the lateness, the morning would be out and therefore, the afternoon would have to do. Can we meet @ 2:30 tomorrow?

Thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Omar Karim"
Date: Thu, 24 Sep 2009 15:57:56 +0000
To: Mark K. Meister<MMeister@wmata.com>; Yohance Fuller<yohance.fuller@dc.gov>; Marshall, Malcolm<MMarshall@wmata.com>; Bottigheimer, Nat<NBottigheimer@wmata.com>; Rosslyn Doggett<rdoggett@wmata.com>
Subject: Re: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW
Mark,

If we meet tomorrow, since you will not be at the meeting, would Nat be present? We can meet first thing (9-11) or 2:30-5. If your appraiser provides you with additional info today, can you forward this to us prior to tomorrow's meeting so that we can review.

Thank you in advance.

Omar

FOIA CONFIDENTIAL TREATMENT REQUESTED

Omar A. Karim
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Washington, DC 20005
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(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Meister, Mark K."
Date: Thu, 24 Sep 2009 10:56:41 -0400
To: okarim@bannekerventures.com<okarim@bannekerventures.com>; Yohance S. Fuller<Yohance.Fuller@dc.gov>; Marshall, Malcolm<MMarshall@wmata.com>; Bottigheimer, Nat<NBottigheimer@wmata.com>; Doggett, Rosalyn<RDoggett@wmata.com>
Subject: RE: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW
Omar,

We are working with our appraiser to formulate a counteroffer to your offer of 9/22/09. As we are awaiting additional data from the appraiser, we are not in a position to meet today but anticipate being able to meet tomorrow. As I will be out of the office, I have asked Roz Doggett to contact you tomorrow, or later today if possible, to schedule a meeting.

Mark

Mark K. Meister
Program Manager, Real Estate
Office of Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001
Tel: 202-962-1589
Fax: 202-962-2396
Email: mmeister@wmata.com

From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, September 24, 2009 10:26 AM
To: Yohance S. Fuller; Meister, Mark K.; Marshall, Malcolm; Bottigheimer, Nat; Doggett, Rosalyn
Cc: Maurice Perry; Anthony James Ives; Tiwana Hicks; Neil.Albert@dc.gov
Subject: Re: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW

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(301) 523-1810 cell
okarim@bannekerventures.com

From: "Fuller, Yohance (EOM)"
Date: Wed, 23 Sep 2009 17:05:49 -0400
To: Meister, Mark K.<MMeister@wmata.com>; Omar A. Karim<okarim@bannekerventures.com>; Marshall, Malcolm<MMarshall@wmata.com>; Bottigheimer, Nat<NBottigheimer@wmata.com>; Doggett, Rosalyn<RDoggett@wmata.com>
Subject: RE: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW
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FOIA CONFIDENTIAL TREATMENT REQUESTED

Has a time been confirmed to meet tomorrow? I will be at JBG for the Committee and Board meeting. Perhaps we can meet right after those meetings? Please advise.

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From: Meister, Mark K. [mailto:MMeister@wmata.com]
Sent: Wednesday, September 23, 2009 11:38 AM
To: Omar A. Karim; Marshall, Malcolm; Bottigheimer, Nat; Doggett, Rosalyn
Cc: 'Maurice Perry'; 'Anthony Ives'; 'Tiwana Hicks'; Albert, Neil (EOM); Fuller, Yohance (EOM)
Subject: RE: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW

Omar,

We will make every effort to get this done tomorrow.

Mark

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, September 23, 2009 11:25 AM
To: Meister, Mark K.; Marshall, Malcolm; Bottigheimer, Nat; Doggett, Rosalyn
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Should Malcolm have any questions, I will be available all day to speak with him.

Thanks for the tremendous effort you and your team is putting toward getting this thing done.

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Omar,

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Email: mmeister@wmata.com

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, September 22, 2009 6:25 PM
To: Meister, Mark K.; Marshall, Malcolm; Bottigheimer, Nat; Doggett, Rosalyn

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012242

Cc: 'Maurice Perry'; 'Anthony Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller
Subject: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW
Importance: High

Nat, Mark, Malcolm and Roz,

Below please find our thoughts on the appraisal by Harps & Harps for the WMATA-owned parcels on the 700 and 800 blocks of Florida Avenue, NW dated September 17, 2009. Based on our analysis, we would be prepared to pay WMATA a total of **$2,545,000** to purchase the parcels. Our rationale is as follows:

1. WMATA parcels actually total 28,357 SF (**as oppose to 28,892 SF** that was listed in the appraisal and mistakenly in our pro forma sent to WMATA). Our surveyor recently completed a field survey of the sites, which resulted in the following information:

	RECORD	SURVEY
Lot 31, Square 416	15,956 sq. ft.	15,944.97 sq.ft.
Lot 44, Square 393	3,799 sq. ft.	3,784.45 sq.ft.
Lot 45, Square 45	8,621 sq. ft.	8,627.48 sq.ft.
Total sq. ft.	**28,376 sq. ft.**	**28,356.90 sq. ft.**

RECORD means information shown in the District of Columbia Surveyor's Office and SURVEY means information actually gathered by the surveyor during field surveys. Also, our surveyor performed research in the D.C. Surveyor's Office and found that Lot 0018 is no longer a valid lot. WMATA performed a subdivision on lots 0012 - 0018 to create lot 0031. The subdivision was completed on December 26, 1996.

2. Total developable FAR SF of WMATA parcels should be as follows:

   15,945 SF x 3.35 FAR (developable FAR according to Eric Colbert, AIA, the appraiser's consultant) = 53,415.75 SF
   8,621 SF x 3.83 FAR = 33,018.43 SF
   3,799 SF x 4.11 FAR = 15,613.89 SF
   Total developable SF = 102,048.08 SF

   Thus, no premium should be added to this 102,048 SF because the Developer is unsure if it will be able to achieve its desired density on the adjacent parcels because the buildings that are part of the development may contribute to the 9th Street Historic District, and therefore, all, or part of the buildings may need to be kept, and therefore the Developer may not be able to demolish these buildings and as a result by not be able to build out to its desired FAR for the entire project. Moreover, if the buildings are not able to be fully demolished, the Developer will have to expend significant costs to maintain all or a portion of these structures. Thus, it is inappropriate to view the entirety of the development density generated by the WMATA sites and our sites as oppose to WMATA's stand alone sites, unless WMATA is willing to discount the price that the Developer is paying for the adjacent parcels as the price has a negative economic impact on the entire project.

3. Upon review of the comps in the appraisal, and discussion with an appraiser that we often work with for projects in this area, comps should only be used that are less than 12 months old. However, since there has been a lack of sales activity in this market, the appraiser indicated that it might use comps in the last 18 months (comps 3-6), but certainly not comps in 2006 and 2007. Thus, if comp 1 (which is almost 3 years old), comp 2 (which is 24 months old) and comp 3 (which is 20 months old) were removed from the comp chart, the average sales price is $46 per FAR before any adjustments and before taking into account that the contract on the parcel at 1912 8th Street may not go for the price that its under contract for. If we use the appraiser's adjustment of 15% per year on each parcel (0.0125% deduct per month) the comp sales would indicate an adjusted price range of $41.88 (comp 4), $36.55 (comp 5) and $38.25 (comp 6 assuming property closed w/n 12 months of contract) or **average of $38.89 per FAR**. Thus, none of the last three comps sold for more than $41.88 per FAR and therefore, we believe a comparable sales value would be no more than $41.88 per FAR. If you added a location bump, we could accept a price of $45 per FAR assuming we purchased the property within 12 months of approval of a purchase agreement.

4. Thus, the Unencumbered Value of the WMATA parcels would be $45 per FAR x 102,048 or **$4,592,160**.

5. Adjustment to Value b/c of Inclusionary Zoning. A deduct to the overall value b/c of inclusion of the IZ should be calculated by taking into account the difference b/t what market rate units would generate and what IZ units would generate. Assuming that we have 8,163 SF attributed to the IZ units (8% of total buildable SF of project), and assuming that the market units would generate $2.5 SF and the IZ units would generate $1.5 SF, this would be a delta of $1 per SF. Multiplying 8,163 x $1 per SF x 12 months per year would generate a loss of $97,956 (approx $100,000) per year in loss revenue. Capping this at a 6.5% would generate a $1.538M loss.

6. Adjustment to Value b/c of Extraordinary Costs (WMATA Easements and Tunnels): **$2,300,000** (according to WMATA)

Final Value of Property Subject to IZ and WMATA Tunnels and Easements

FOIA CONFIDENTIAL TREATMENT REQUESTED

Value unencumbered: $4,592,160
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Final Encumbered Value of Property: $754,160

However, the Developer would be willing to pay the following to purchase the parcels:

$1,980,000 (amount that we agreed to pay in a capitalized lease)
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TOTAL PAYMENTS TO WMATA **$2,545,000.00**

This offer assumes that WMATA will be willing to have our Term Sheet go to the Board in October, the Purchase Agreement go to the Board at the November meeting, and agree to a critical path schedule with all of WMATA's reviews.

We hope that we can meet tomorrow to wrap up the final terms of the Revised Term Sheet.

Thanks.

Omar

Omar A. Karim
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FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Yohance (EOM) Fuller [yohance.fuller@dc.gov]
Sent: Wednesday, September 23, 2009 5:06 PM
To: Omar A. Karim; Doggett, Rosalyn; Marshall, Malcolm; Meister, Mark K.; Bottigheimer, Nat
Cc: Maurice Perry; Anthony Ives; Tiwana Hicks; Neil.Albert@dc.gov
Subject: RE: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW

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Mark K. Meister
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Washington Metropolitan Area Transit Authority

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Tel: 202-962-1589
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FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Yohance (EOM) Fuller [yohance.fuller@dc.gov]
Sent: Friday, September 25, 2009 6:12 PM
To: Doggett, Rosalyn
Cc: Goldin, Steven
Subject: RE: WMATA instructions to appraiser

Roz,

Please provide me with final appraisal instructions by COB Monday. After taking a quick look at the draft appraisal insturctions, there was no mention of inclusionary zoning and a number of additional elements that are included in the final appraisal. I need to understand all the assumptions that went into this appraisal in preparation for our meeting on Tuesday.

Regards,

Yohance

From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Friday, September 25, 2009 4:27 PM
To: Fuller, Yohance (EOM)
Cc: Goldin, Steven
Subject: WMATA instructions to appraiser

Attached are:

1. The draft appraisal instructions to the outside appraiser which I was asked to review. In addition to the instructions in the draft, I know that I asked additionally for the outside appraiser to reflect the buildable amount of sf on the site and the extraordinary costs of building over the Metro tunnels. Since both those items were addressed in the appraisal, that request was carried forward in the final appraisal instructions which I do not have the ability to access this afternoon.
2. A table showing my current calculation of the purchase price based on discussions between myself and Omar Karim this morning. We did not discuss the specific numbers for purchasing additional square footage so I do not want to represent that we did.

Rosalyn P. Doggett
Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

rdoggett@wmata.com
202-962-2208 phone
202-962-2396 fax

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Mark K. Meister
Program Manager, Real Estate
Office of Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012249

600 Fifth Street, NW
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Tel: 202-962-1589
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Importance: High

Nat, Mark, Malcolm and Roz,

Below please find our thoughts on the appraisal by Harps & Harps for the WMATA-owned parcels on the 700 and 800 blocks of Florida Avenue, NW dated September 17, 2009. Based on our analysis, we would be prepared to pay WMATA a total of **$2,545,000** to purchase the parcels. Our rationale is as follows:

1. WMATA parcels actually total 28,357 SF (**as oppose to 28,892 SF** that was listed in the appraisal and mistakenly in our pro forma sent to WMATA). Our surveyor recently completed a field survey of the sites, which resulted in the following information:

	RECORD	SURVEY
Lot 31, Square 416	15,956 sq. ft.	15,944.97 sq.ft.
Lot 44, Square 393	3,799 sq. ft.	3,784.45 sq.ft.
Lot 45, Square 45	8,621 sq. ft.	8,627.48 sq.ft.
Total sq. ft.	**28,376 sq. ft.**	**28,356.90 sq. ft.**

RECORD means information shown in the District of Columbia Surveyor's Office and SURVEY means information actually gathered by the surveyor during field surveys. Also, our surveyor performed research in the D.C. Surveyor's Office and found that Lot 0018 is no longer a valid lot. WMATA performed a subdivision on lots 0012 - 0018 to create lot 0031. The subdivision was completed on December 26, 1996.

2. Total developable FAR SF of WMATA parcels should be as follows:

15,945 SF x 3.35 FAR (developable FAR according to Eric Colbert, AIA, the appraiser's consultant) = 53,415.75 SF
8,621 SF x 3.83 FAR = 33,018.43 SF
3,799 SF x 4.11 FAR = 15,613.89 SF
Total developable SF = 102,048.08 SF

Thus, no premium should be added to this 102,048 SF because the Developer is unsure if it will be able to achieve its desired density on the adjacent parcels because the buildings that are part of the development may contribute to the 9th Street Historic District, and therefore, all, or part of the buildings may need to be kept, and therefore the Developer may not be able to demolish these buildings and as a result by not be able to build out to its desired FAR for the entire project. Moreover, if the buildings are not able to be fully demolished, the Developer will have to expend significant costs to maintain all or a portion of these structures. Thus, it is inappropriate to view the entirety of the development density generated by the WMATA sites and our sites as oppose to WMATA's stand alone sites, unless WMATA is willing to discount the price that the Developer is paying for the adjacent parcels as the price has a negative economic impact on the entire project.

3. Upon review of the comps in the appraisal, and discussion with an appraiser that we often work with for projects in this area, comps should only be used that are less than 12 months old. However, since there has been a lack of sales activity in this market, the appraiser indicated that it might use comps in the last 18 months (comps 3-6), but certainly not comps in 2006 and 2007. Thus, if comp 1 (which is almost 3 years old), comp 2 (which is 24 months old) and comp 3 (which is 20 months old) were removed from the comp chart, the average sales price is $46 per FAR before any adjustments and before taking into account that the contract on the parcel at 1912 8th Street may not go for the price that its under contract for. If we use the appraiser's adjustment of 15% per year on each parcel (0.0125% deduct per month) the comp sales would indicate an adjusted price range of $41.88 (comp 4), $36.55 (comp 5) and $38.25 (comp 6 assuming property closed w/n 12 months of contract) or **average of $38.89 per FAR**. Thus, none of the last three comps sold for more than $41.88 per FAR and therefore, we believe a comparable sales value would be no more than $41.88 per FAR. If you added a location bump, we could accept a price of $45 per FAR assuming we purchased the property within 12 months of approval of a purchase agreement.

4. Thus, the Unencumbered Value of the WMATA parcels would be $45 per FAR x 102,048 or **$4,592,160**.

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5. Adjustment to Value b/c of Inclusionary Zoning. A deduct to the overall value b/c of inclusion of the IZ should be calculated by taking into account the difference b/t what market rate units would generate and what IZ units would generate. Assuming that we have 8,163 SF attributed to the IZ units (8% of total buildable SF of project), and assuming that the market units would generate $2.5 SF and the IZ units would generate $1.5 SF, this would be a delta of $1 per SF. Multiplying 8,163 x $1 per SF x 12 months per year would generate a loss of $97,956 (approx $100,000) per year in loss revenue. Capping this at a 6.5% would generate a $1.538M loss.

6. Adjustment to Value b/c of Extraordinary Costs (WMATA Easements and Tunnels): **$2,300,000** (according to WMATA)

Final Value of Property Subject to IZ and WMATA Tunnels and Easements

Value unencumbered: $4,592,160
Adjustments for IZ: $1,538,000
Adjustments for Extraordinary Costs: $2,300,000

Final Encumbered Value of Property: $754,160

However, the Developer would be willing to pay the following to purchase the parcels:

$1,980,000 (amount that we agreed to pay in a capitalized lease)
$350,000 (value that the EGI payments is worth)
$100,000 (Option Fee)
$115,000 (Pre-Closing payments)

TOTAL PAYMENTS TO WMATA $2,545,000.00

This offer assumes that WMATA will be willing to have our Term Sheet go to the Board in October, the Purchase Agreement go to the Board at the November meeting, and agree to a critical path schedule with all of WMATA's reviews.

We hope that we can meet tomorrow to wrap up the final terms of the Revised Term Sheet.

Thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Yohance (EOM) Fuller [yohance.fuller@dc.gov]
Sent: Tuesday, September 15, 2009 9:20 PM
To: Bottigheimer, Nat
Cc: Maurice Perry; aives@bannekerventures.com; Omar A. Karim; Tiwana Hicks; Neil.Albert@dc.gov; sgoldin@intercapholdings.com; Doggett, Rosalyn; John Hagner; Moneme, Emeka; Marshall, Malcolm; Meister, Mark K.
Subject: Re: Shaw-Howard/Florida Avenue Appraisal

Great. Thanks, I will also be in attendance.

Sent from my iPhone

On Sep 15, 2009, at 9:14 PM, "Bottigheimer, Nat" <NBottigheimer@wmata.com> wrote:

> It's on our calendars for 2:30
>
> ---
>
> **From:** Yohance (EOM) Fuller [yohance.fuller@dc.gov]
> **Sent:** Tuesday, September 15, 2009 8:40 PM
> **To:** Omar A. Karim; Bottigheimer, Nat; Meister, Mark K.; Doggett, Rosalyn
> **Cc:** Maurice Perry; aives@bannekerventures.com; Tiwana Hicks; Neil.Albert@dc.gov; sgoldin@intercapholdings.com; John Hagner; Moneme, Emeka; Marshall, Malcolm
> **Subject:** RE: Shaw-Howard/Florida Avenue Appraisal
>
> Mark/Nat/Roz --
>
> Just closing the loop. Are we confirmed from 2:30p? Please advise.
>
> Yohance
>
> ---
>
> **From:** Omar A. Karim [mailto:okarim@bannekerventures.com]
> **Sent:** Tuesday, September 15, 2009 2:34 PM
> **To:** 'Meister, Mark K.'; 'Bottigheimer, Nat'; 'Doggett, Rosalyn'
> **Cc:** 'Maurice Perry'; aives@bannekerventures.com; 'Tiwana Hicks'; Albert, Neil (EOM); Fuller, Yohance (EOM); sgoldin@intercapholdings.com; 'John Hagner'; 'Moneme, Emeka'; 'Marshall, Malcolm'
> **Subject:** RE: Shaw-Howard/Florida Avenue Appraisal
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> Mark,
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> We are not available until 2:30 on Friday. Can we meet at that time? Also, can you confirm that Nat will be there as I'm sure there will be a number of issues that we will need his sign-off on so as to get this thing done on Friday.
>
> Thanks.
>
> Omar
>
> ---
>
> **From:** Meister, Mark K. [mailto:MMeister@wmata.com]
> **Sent:** Tuesday, September 15, 2009 1:51 PM
> **To:** Omar A. Karim; Bottigheimer, Nat; Doggett, Rosalyn
> **Cc:** 'Maurice Perry'; aives@bannekerventures.com; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; sgoldin@intercapholdings.com; 'John Hagner'; Moneme, Emeka; Marshall, Malcolm
> **Subject:** RE: Shaw-Howard/Florida Avenue Appraisal
>
> Omar,

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012252

I can't do Friday morning but I am available at 1:30. Roz is out of the office today, so I cannot confirm her attendance at this time. Let's hold 1:30 and I will talk to Roz tomorrow.

Mark

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, September 15, 2009 10:51 AM
To: Meister, Mark K.; Bottigheimer, Nat; Doggett, Rosalyn
Cc: 'Maurice Perry'; aives@bannekerventures.com; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; sgoldin@intercapholdings.com; 'John Hagner'; Moneme, Emeka; Marshall, Malcolm
Subject: RE: Shaw-Howard/Florida Avenue Appraisal

Nat, Mark and Roz,

On Friday, Roz indicated that she would have to check her schedule before we could confirm a time to meet again this Friday. I believe we had agreed to hold the meeting in the morning. Can you all confirm that the morning is still good. If so, can we meet at 9am?

Thank you in advance.

Omar

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Sent: Thursday, September 10, 2009 10:03 PM
To: Yohance S. Fuller; Omar A. Karim; Meister, Mark K.
Cc: Maurice Perry; aives@bannekerventures.com; Tiwana Hicks; Neil.Albert@dc.gov; John Hagner; Moneme, Emeka; Marshall, Malcolm; Doggett, Rosalyn; sgoldin@intercapholdings.com
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Yohance and Omar--

I recognize neither of you may be able to review this material prior to tomorrow morning's meeting among ourselves and Banneker, but I wanted to provide our responses to Omar's comments below so that all involved in this negotiation can be aware of the positions Metro staff will be taking and the basis for these positions.

Thanks very much.

Nat

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Mark et al.,

Per an email exchange with Nat earlier today -- there are only a few outstanding items to resolve to get a term sheet in draft from and more importantly get this on October's agenda. I don't see why we can't get all stakeholders at a table and get these issues finally put to bed.

Please set up a meeting this Friday, per our conversation last week. It is imperative that we get these initial deal terms finalized by COB Friday. I am available 2:30p and anytime thereafter.

Regards,

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Sent: Wed 9/9/2009 5:21 PM
To: 'Meister, Mark K.'
Cc: 'Bottigheimer, Nat'; 'Moneme, Emeka'; 'Doggett, Rosalyn'; 'Marshall, Malcolm'; Fuller, Yohance (EOM); Albert, Neil (EOM); 'Perry, Maurice'; 'Tiwana Hicks'; aives@bannekerventures.com; 'Hagner, John'
Subject: RE: Shaw-Howard/Florida Avenue Appraisal

Mark,

Thank you for the email with your thoughts on the basic WMATA Financial Terms. Below are our comments:

Capitalized Lease Payments

If we agree to all of the other terms, we could agree to pay the value of the capitalized lease payment of $1.98M that your appraiser put together.

Please explain why you indicated that the value of the land was absent any subsidies other than 4% tax credits. Based on our knowledge of projects that include 20% affordable housing, and as discussed with you all on several occasions, the value of the land would be zero if we had to do 20% affordable housing and then we would still need some subsidies to cover the gap. We can't think of one project in the District that includes 20% affordable housing that is paying anywhere close to what we would pay WMATA AND these projects would still need subsidies.

We would not be willing to pay WMATA any portion of any subsidies that we obtain for the project, let alone paying 80% of anything that we get. We've mentioned this many times before as we believe that no project could move forward with 20% affordable housing and pay $1.98M

FOIA CONFIDENTIAL TREATMENT REQUESTED

at closing for the land, without some public subsidies to help close the gap because of the inclusion of the affordable housing units.

Pre-Closing Payments

Okay with amounts but payments would be made quarterly.

Additional Density

This is confusing. The portion of the alley that will be closed is 1,025 SF. About ½ will be deeded to WMATA and ½ will be deeded to us as the purchasers of the adjacent parcels that are next to the alley. Since we are building a 5 story building, this would mean 512 SF x 5 stories = 2,560 SF would be attributable to WMATA land. Based on your calculations of the value of the land, this would mean that we would pay about $16 per SF or $42,000 in additional capitalized rent at Lease execution. We could agree to this increase over the $1.98M.

Annual Operating Income Participation

We would agree to 1.5% of Effective Gross Income but would not run our Debt Service Coverage at 1.25. We've never run our DSC at 1.25 as our project couldn't be financed at this rate. We are using a 1.11 DSC because HUD allows this.

Capital Event Participation

Any equity or member loans to receive a 20% return prior to WMATA receiving its 10% of net proceeds. Member loans or equity are indistinguishable. We could agree that equity or member loans not to exceed 40% of the development costs.

Term

Initial term is 60 years with an option for the Developer to extend for another 39 years. Any annual escalation after the initial term to be at 1%, not 3%.

After yesterday's meeting, we thought that we were much closer to resolving the financial issues with you all. However, based on the terms that you sent us this afternoon, it appears that you all want to continue to raise new issues and change old ones. We cannot send over a summary of open issues until we know where we are with the ones above.

We welcome meeting with you again on Friday to try to come to some agreement on these terms.

Omar

Omar A. Karim

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729 15th Street, NW, Suite 400

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okarim@bannekerventures.com

From: Meister, Mark K. [mailto:MMeister@wmata.com]
Sent: Wednesday, September 09, 2009 2:54 PM
To: okarim@bannekerventures.com
Cc: Bottigheimer, Nat; Moneme, Emeka; Doggett, Rosalyn; Marshall, Malcolm
Subject: RE: Shaw-Howard/Florida Avenue Appraisal

Omar,

As discussed, please see attached Basic WMATA Financial Terms.

Mark

Mark K. Meister

Acting Director

Office of Station Area Planning and Asset Management

Washington Metropolitan Area Transit Authority

600 Fifth Street, NW

Washington, DC 20001

Tel: 202-962-1589

Fax: 202-962-2396

Email: mmeister@wmata.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

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To: Meister, Mark K.
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Subject: Re: Shaw-Howard/Florida Avenue Appraisal?

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From: "Meister, Mark K."
Date: Wed, 9 Sep 2009 14:22:28 -0400
To: Omar A. Karim<okarim@bannekerventures.com>
Subject: RE: Shaw-Howard/Florida Avenue Appraisal?

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Importance: High

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Any word on the update appraisal results?

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FOIA CONFIDENTIAL TREATMENT REQUESTED

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012260

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Cc: Bottigheimer, Nat; Moneme, Emeka; Doggett, Rosalyn; Marshall, Malcolm
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Omar,

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Mark

Mark K. Meister
Acting Director
Office of Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001
Tel: 202-962-1589
Fax: 202-962-2396
Email: mmeister@wmata.com

From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, September 09, 2009 2:38 PM
To: Meister, Mark K.
Cc: Tiwana Hicks
Subject: Re: Shaw-Howard/Florida Avenue Appraisal?

Thanks.

Omar A. Karim
Banneker Ventures, LLC

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012261

729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
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Subject: RE: Shaw-Howard/Florida Avenue Appraisal?
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Importance: High

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012262

Doggett, Rosalyn

From: Yohance (EOM) Fuller [yohance.fuller@dc.gov]
Sent: Tuesday, September 15, 2009 11:01 AM
To: Doggett, Rosalyn; Meister, Mark K.; Bottigheimer, Nat
Subject: RE: Shaw-Howard/Florida Avenue Appraisal

Nat et al.,

To the best of your ability, let's plan to meet on Friday at 9am. I'm off that day, for my son's first birthday -- but will still plan to attend the meeting at 9a.

Thanks In Advance,

Yohance

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Thank you in advance.

Omar

From: Bottigheimer, Nat [mailto:NBottigheimer@wmata.com]
Sent: Thursday, September 10, 2009 10:03 PM
To: Yohance S. Fuller; Omar A. Karim; Meister, Mark K.
Cc: Maurice Perry; aives@bannekerventures.com; Tiwana Hicks; Neil.Albert@dc.gov; John Hagner; Moneme, Emeka; Marshall, Malcolm; Doggett, Rosalyn; sgoldin@intercapholdings.com
Subject: RE: Shaw-Howard/Florida Avenue Appraisal

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Sent: Wednesday, September 09, 2009 2:54 PM
To: okarim@bannekerventures.com
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Sent: Wednesday, September 09, 2009 2:54 PM
To: okarim@bannekerventures.com
Cc: Bottigheimer, Nat; Moneme, Emeka; Doggett, Rosalyn; Marshall, Malcolm
Subject: RE: Shaw-Howard/Florida Avenue Appraisal

Omar,

As discussed, please see attached Basic WMATA Financial Terms.

Mark

Mark K. Meister
Acting Director
Office of Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001
Tel: 202-962-1589
Fax: 202-962-2396
Email: mmeister@wmata.com

From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, September 09, 2009 2:38 PM
To: Meister, Mark K.
Cc: Tiwana Hicks
Subject: Re: Shaw-Howard/Florida Avenue Appraisal?

Thanks.

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012274

From: "Meister, Mark K."
Date: Wed, 9 Sep 2009 14:22:28 -0400
To: Omar A. Karim<okarim@bannekerventures.com>
Subject: RE: Shaw-Howard/Florida Avenue Appraisal?
Omar,

I will have it to you within the next half hour.

Mark

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, September 09, 2009 1:55 PM
To: Meister, Mark K.
Cc: 'Tiwana Hicks'
Subject: Shaw-Howard/Florida Avenue Appraisal?
Importance: High

Mark,

Any word on the update appraisal results?

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012275

Doggett, Rosalyn

From: Yohance (EOM) Fuller [yohance.fuller@dc.gov]
Sent: Wednesday, September 02, 2009 2:48 PM
To: Marshall, Malcolm
Cc: Doggett, Rosalyn; Meister, Mark K.; Bottigheimer, Nat
Subject: RE: Shaw Howard Site

Marshall --

Thanks for the information. I need you or Roz to also communicate this information to Banneker Ventures so that they can begin their financial modeling and turn the pro formas around for you. I am jumping on a call with Omar in 15 minutes to communicate what they need to provide in order to make the October agenda. I'd like for him to know this before we talk at 3pm.

Yohance

From: Marshall, Malcolm [mailto:MMarshall@wmata.com]
Sent: Wednesday, September 02, 2009 2:42 PM
To: Fuller, Yohance (EOM)
Cc: Bottigheimer, Nat; Meister, Mark K.; Doggett, Rosalyn
Subject: Shaw Howard Site

As discussed this morning, we have not as yet received a draft of the appraisal of the subject property. However, based on discussions with the appraiser, the base market rental for the lease of the above property, assuming a lease structure with a fixed rental for 60 years plus rent participation equal to 1% of gross revenue per year and 2% of the net proceeds from refinancing or sales, is estimated at $375,000 per year.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Yohance (EOM) Fuller [yohance.fuller@dc.gov]
Sent: Tuesday, September 01, 2009 3:02 PM
To: Doggett, Rosalyn; Meister, Mark K.
Cc: Moneme, Emeka; Marshall, Malcolm; Bottigheimer, Nat
Subject: RE: Jazz @ Florida Avenue Appraisal

Mark/Roz --

When today can I expect to receive the email, detailing the items that you're still awaiting from Banneker Ventures? Please advise.

Thanks In Advance,

Yohance

From: Bottigheimer, Nat [mailto:NBottigheimer@wmata.com]
Sent: Tuesday, September 01, 2009 11:10 AM
To: Meister, Mark K.; Doggett, Rosalyn
Cc: Moneme, Emeka; Fuller, Yohance (EOM); Marshall, Malcolm
Subject: FW: Jazz @ Florida Avenue Appraisal

Mark and Roz –

I've made arrangements for Yohance to visit with Malcolm tomorrow morning at 10 to be walked through the most current appraisal information we have about the Florida Avenue project. Yohance needs this information so he can brief Neil.

Yohance also asked for a list of information we need from Omar so we can make quicker progress towards finalizing the terms sheet and JDA. I mentioned the information about sources and funds, but I believe there are other items as well. Roz and Mark, could you prepare an email for me that I can forward to Yohance today about what items Omar needs to deliver so we can get to the next level of detail?

I have explained that we are trying to accomplish terms sheet and JDA in December, not just the terms sheet. We could conceivably be done with a terms sheet IN October, but with the two tracking so closely together it didn't make sense to me from Board agenda and Board agenda process points of view to have a terms sheet Board item in October and a JDA item in December – I thought it would be more efficient to do them together. Neil may still want this item in October, though, but it would have to be a terms sheet and we'd have to have information from Omar sufficient for that.

Yohance, for your meeting tomorrow morning, Malcolm's direct number is 962-1584. Mark Meister's is 962-1589.

Thanks very much,

Nat

From: Meister, Mark K.
Sent: Tuesday, September 01, 2009 9:42 AM
To: Wallace, Maria A; Bottigheimer, Nat
Subject: RE: Jazz @ Florida Avenue Appraisal

We expect receipt of the final appraisal report this week. The appraisal was scheduled to be delivered on or about August 15th, but we had some concerns with the appraiser's architectural consultant's estimate of the cost to build over the WMATA tunnel. We have obtained what we believe to be a more realistic estimate from our in-house estimator.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012277

Doggett, Rosalyn

From: Yohance (EOM) Fuller [yohance.fuller@dc.gov]
Sent: Wednesday, September 02, 2009 2:44 PM
To: Doggett, Rosalyn; Meister, Mark K.
Cc: Moneme, Emeka; Marshall, Malcolm; Bottigheimer, Nat
Subject: RE: Jazz @ Florida Avenue Appraisal

Malcolm et al.,

What's the ETA on the appraisal figures?

Yohance

From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Tuesday, September 01, 2009 3:59 PM
To: Fuller, Yohance (EOM); Meister, Mark K.
Cc: Moneme, Emeka; Marshall, Malcolm; Bottigheimer, Nat
Subject: RE: Jazz @ Florida Avenue Appraisal

Yohance, please see the attachment.

From: Yohance (EOM) Fuller [mailto:yohance.fuller@dc.gov]
Sent: Tuesday, September 01, 2009 3:02 PM
To: Doggett, Rosalyn; Meister, Mark K.
Cc: Moneme, Emeka; Marshall, Malcolm; Bottigheimer, Nat
Subject: RE: Jazz @ Florida Avenue Appraisal

Mark/Roz --

When today can I expect to receive the email, detailing the items that you're still awaiting from Banneker Ventures? Please advise.

Thanks In Advance,

Yohance

From: Bottigheimer, Nat [mailto:NBottigheimer@wmata.com]
Sent: Tuesday, September 01, 2009 11:10 AM
To: Meister, Mark K.; Doggett, Rosalyn
Cc: Moneme, Emeka; Fuller, Yohance (EOM); Marshall, Malcolm
Subject: FW: Jazz @ Florida Avenue Appraisal

Mark and Roz –

I've made arrangements for Yohance to visit with Malcolm tomorrow morning at 10 to be walked through the most current appraisal information we have about the Florida Avenue project. Yohance needs this information so he can brief Neil.

Yohance also asked for a list of information we need from Omar so we can make quicker progress towards finalizing the terms sheet and JDA. I mentioned the information about sources and funds, but I believe there are other items as well. Roz and Mark, could you prepare an email for me that I can forward to Yohance today about what items Omar needs to deliver so we can get to the next level of detail?

I have explained that we are trying to accomplish terms sheet and JDA in December, not just the terms sheet. We could conceivably be done with a terms sheet IN October, but with the two tracking so closely together it didn't make sense to me from Board agenda and Board agenda process points of view to have a terms sheet Board item in October and a JDA item in December – I thought it would be more efficient to do them together. Neil may still want this item in October, though, but it would have to be a terms sheet and we'd have to have information from Omar sufficient for that.

Yohance, for your meeting tomorrow morning, Malcolm's direct number is 962-1584. Mark Meister's is 962-1589.

Thanks very much,

Nat

FOIA CONFIDENTIAL TREATMENT REQUESTED

From: Meister, Mark K.
Sent: Tuesday, September 01, 2009 9:42 AM
To: Wallace, Maria A; Bottigheimer, Nat
Subject: RE: Jazz @ Florida Avenue Appraisal

We expect receipt of the final appraisal report this week. The appraisal was scheduled to be delivered on or about August 15th, but we had some concerns with the appraiser's architectural consultant's estimate of the cost to build over the WMATA tunnel. We have obtained what we believe to be a more realistic estimate from our in-house estimator.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Yohance (EOM) Fuller [yohance.fuller@dc.gov]
Sent: Tuesday, September 01, 2009 3:02 PM
To: Doggett, Rosalyn; Meister, Mark K.
Cc: Moneme, Emeka; Marshall, Malcolm; Bottigheimer, Nat
Subject: RE: Jazz @ Florida Avenue Appraisal

Mark/Roz --

When today can I expect to receive the email, detailing the items that you're still awaiting from Banneker Ventures? Please advise.

Thanks In Advance,

Yohance

From: Bottigheimer, Nat [mailto:NBottigheimer@wmata.com]
Sent: Tuesday, September 01, 2009 11:10 AM
To: Meister, Mark K.; Doggett, Rosalyn
Cc: Moneme, Emeka; Fuller, Yohance (EOM); Marshall, Malcolm
Subject: FW: Jazz @ Florida Avenue Appraisal

Mark and Roz –

I've made arrangements for Yohance to visit with Malcolm tomorrow morning at 10 to be walked through the most current appraisal information we have about the Florida Avenue project. Yohance needs this information so he can brief Neil.

Yohance also asked for a list of information we need from Omar so we can make quicker progress towards finalizing the terms sheet and JDA. I mentioned the information about sources and funds, but I believe there are other items as well. Roz and Mark, could you prepare an email for me that I can forward to Yohance today about what items Omar needs to deliver so we can get to the next level of detail?

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Yohance, for your meeting tomorrow morning, Malcolm's direct number is 962-1584. Mark Meister's is 962-1589.

Thanks very much,

Nat

From: Meister, Mark K.
Sent: Tuesday, September 01, 2009 9:42 AM
To: Wallace, Maria A; Bottigheimer, Nat
Subject: RE: Jazz @ Florida Avenue Appraisal

We expect receipt of the final appraisal report this week. The appraisal was scheduled to be delivered on or about August 15th, but we had some concerns with the appraiser's architectural consultant's estimate of the cost to build over the WMATA tunnel. We have obtained what we believe to be a more realistic estimate from our in-house estimator.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012280

Doggett, Rosalyn

From: Yohance (EOM) Fuller [yohance.fuller@dc.gov]
Sent: Tuesday, September 01, 2009 11:55 AM
To: Doggett, Rosalyn; Meister, Mark K.; Bottigheimer, Nat
Cc: Neil.Albert@dc.gov; Moneme, Emeka; Marshall, Malcolm
Subject: RE: Jazz @ Florida Avenue Appraisal

Nat --

Thanks for your attention to this matter. I look forward to walking through these items with your team tomorrow. And will look out for the email explaining what issues need to be resolved in time to get this matter on the agenda for October.

Regards,

Yohance

From: Bottigheimer, Nat [mailto:NBottigheimer@wmata.com]
Sent: Tuesday, September 01, 2009 11:10 AM
To: Meister, Mark K.; Doggett, Rosalyn
Cc: Moneme, Emeka; Fuller, Yohance (EOM); Marshall, Malcolm
Subject: FW: Jazz @ Florida Avenue Appraisal

Mark and Roz –

I've made arrangements for Yohance to visit with Malcolm tomorrow morning at 10 to be walked through the most current appraisal information we have about the Florida Avenue project. Yohance needs this information so he can brief Neil.

Yohance also asked for a list of information we need from Omar so we can make quicker progress towards finalizing the terms sheet and JDA. I mentioned the information about sources and funds, but I believe there are other items as well. Roz and Mark, could you prepare an email for me that I can forward to Yohance today about what items Omar needs to deliver so we can get to the next level of detail?

I have explained that we are trying to accomplish terms sheet and JDA in December, not just the terms sheet. We could conceivably be done with a terms sheet IN October, but with the two tracking so closely together it didn't make sense to me from Board agenda and Board agenda process points of view to have a terms sheet Board item in October and a JDA item in December – I thought it would be more efficient to do them together. Neil may still want this item in October, though, but it would have to be a terms sheet and we'd have to have information from Omar sufficient for that.

Yohance, for your meeting tomorrow morning, Malcolm's direct number is 962-1584. Mark Meister's is 962-1589.

Thanks very much,

Nat

From: Meister, Mark K.
Sent: Tuesday, September 01, 2009 9:42 AM
To: Wallace, Maria A; Bottigheimer, Nat
Subject: RE: Jazz @ Florida Avenue Appraisal

We expect receipt of the final appraisal report this week. The appraisal was scheduled to be delivered on or about August 15th, but we had some concerns with the appraiser's architectural consultant's estimate of the cost to build over the WMATA tunnel. We have obtained what we believe to be a more realistic estimate from our in-house estimator.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012281

Doggett, Rosalyn

From: Bottigheimer, Nat
Sent: Tuesday, September 01, 2009 11:10 AM
To: Meister, Mark K.; Doggett, Rosalyn
Cc: Moneme, Emeka; Yohance S. Fuller; Marshall, Malcolm
Subject: FW: Jazz @ Florida Avenue Appraisal

Mark and Roz –

I've made arrangements for Yohance to visit with Malcolm tomorrow morning at 10 to be walked through the most current appraisal information we have about the Florida Avenue project. Yohance needs this information so he can brief Neil.

Yohance also asked for a list of information we need from Omar so we can make quicker progress towards finalizing the terms sheet and JDA. I mentioned the information about sources and funds, but I believe there are other items as well. Roz and Mark, could you prepare an email for me that I can forward to Yohance today about what items Omar needs to deliver so we can get to the next level of detail?

I have explained that we are trying to accomplish terms sheet and JDA in December, not just the terms sheet. We could conceivably be done with a terms sheet IN October, but with the two tracking so closely together it didn't make sense to me from Board agenda and Board agenda process points of view to have a terms sheet Board item in October and a JDA item in December – I thought it would be more efficient to do them together. Neil may still want this item in October, though, but it would have to be a terms sheet and we'd have to have information from Omar sufficient for that.

Yohance, for your meeting tomorrow morning, Malcolm's direct number is 962-1584. Mark Meister's is 962-1589.

Thanks very much,

Nat

From: Meister, Mark K.
Sent: Tuesday, September 01, 2009 9:42 AM
To: Wallace, Maria A; Bottigheimer, Nat
Subject: RE: Jazz @ Florida Avenue Appraisal

We expect receipt of the final appraisal report this week. The appraisal was scheduled to be delivered on or about August 15th, but we had some concerns with the appraiser's architectural consultant's estimate of the cost to build over the WMATA tunnel. We have obtained what we believe to be a more realistic estimate from our in-house estimator.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012282

Doggett, Rosalyn

From: Yohance.Fuller@dc.gov
Sent: Thursday, December 30, 2010 11:59 AM
To: Yohance.Fuller@dc.gov
Subject: Heading to OAH

Colleagues & Friends –

Starting Monday, January 2nd I will be working at the Office of Administrative Hearings (OAH), serving as the Executive Director for the agency. My work email (Yohance.Fuller@dc.gov) and mobile number (202.538.1278) will remain the same.

It's been an absolute pleasure working with you during my time at both the Office of the Deputy Mayor for Planning and Economic Development and the Office of the City Administrator. I wish you all in the best in 2011 and beyond. Personal contact information below:

Email: Yohance.Fuller@gmail.com
Mobile: (718)309-3002

Warm Regards,

Yohance Fuller

Yohance S. Fuller | Program Manager
Office of the City Administrator
Government of the District of Columbia
1350 Pennsylvania Avenue, NW, Suite 533 | Washington, DC 20004
W 202.538.1278 | F 202.535.1224 | yohance.fuller@dc.gov

Economic Development / Government Operations / Government Services

Preventing terrorism is everybody's business.
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Call **911** to report in-progress threats or emergencies.

To learn more, visit **http://www.mpdc.dc.gov/operationtipp**.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012283

Doggett, Rosalyn

From: Yohance (EOM) Fuller [yohance.fuller@dc.gov]
Sent: Monday, November 09, 2009 2:28 PM
To: okarim@bannekerventures.com; jkass@dccouncil.us; jhagner@wcsr.com; Bottigheimer, Nat
Cc: Neil.Albert@dc.gov; Doggett, Rosalyn; O'Keeffe, Carol B.; Goldin, Steven
Subject: RE: Shaw-Howard Florida Avenue Joint Development Project

Nat et al.,

Thanks for sending over the additional material. I think it effectively summarizes the critical deal points. Neil is unfortunately out of town for the rest of the week, but I will coordinate with him once he returns. Specifically, to discuss the District's rationale on timing of this project.

In the mean time, can you please detail the next steps for getting this project in front of the committee and/or board? Outside of the District's rationale, are there any other deliverables, milestones, etc. that need to be produced in order to bring this before the board again. I assume that we are trying to get this on the agenda for November's Board meeting? Please advise.

Thanks for all your hard work thus far.

Yohance

From: Bottigheimer, Nat [mailto:NBottigheimer@wmata.com]
Sent: Sunday, November 08, 2009 4:26 PM
To: okarim@bannekerventures.com; jhagner@wcsr.com; Fuller, Yohance (EOM); Kass, Jonathon (COUNCIL)
Cc: Goldin, Steven; Doggett, Rosalyn; O'Keeffe, Carol B.; Bottigheimer, Nat
Subject: FW: Shaw-Howard Florida Avenue Joint Development Project

Omar et al--

fyi, this is the material that went out to the Board on Friday afternoon. I will be contacting Board members this week to ask them if they have follow-up questions that we can answer.

The materials sent out establish that the expected revenue stream for the transaction exceeds the current appraised value. We may receive questions about the details of the value to Metro of this deal, but I don't think these questions are the most important to address for the Board to feel comfortable acting on this.

The question that will most directly confront Board members -- in my view -- is the question of timing. Why should the Board approve this deal in this market, when in a few years the value of the land may significantly increase relative to today's value?

This timing question will, again in my view, require input from the District that Metro staff can not speak to as well as District representatives. For example, what is the policy imperative of moving forward at this time rather than in a few years? It is certainly the case that this property does not support an attractive streetscape at Florida and 9th, and eyesore properties can depress markets and slow revitalization. There may also be local economic development momentum that this project would help sustain. However, these are items that, as I said, District representatives can speak most strongly to in addressing the timing question with their Board colleagues.

I hope this information is helpful.

Best wishes,

Nat

From: Catoe, John B.
Sent: Friday, November 06, 2009 5:12 PM
To: agiancol@naco.org; catherine.hudgins@fairfaxcounty.gov; cz.arl@verizon.net; czimmerman@arlingtonva.us; ehewlett@shhpa.com; jeff.mckay@fairfaxcounty.gov; jim@grahamwone.com; linton_200@msn.com; mbrown@dccouncil.us; Neil.Albert@dc.gov; nomolos@verizon.net; peter.metro@verizon.net; Sequeira, Loyda; william.euille@alexandriava.gov; wmeuille@wdeuille.com
Cc: Bottigheimer, Nat; Green, Jennifer A.; Pant, Shiva K.; Sequeira, Loyda
Subject: Shaw-Howard Florida Avenue Joint Development Project

Dear Chairman and Members of the Board:

Attached is a memo that responds to the Planning, Development and Real Estate committee executive session request for information relative to the value of the Shaw-Howard Florida Avenue joint development project.

Please let me know if you have additional questions.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012284

John

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Yohance (EOM) Fuller [yohance.fuller@dc.gov]
Sent: Wednesday, November 04, 2009 11:04 AM
To: okarim@bannekerventures.com; Bottigheimer, Nat; Goldin, Steven
Cc: aives@bannekerventures.com; mmckinney@bannekerventures.com; thicks@bannekerventures.com; Neil.Albert@dc.gov; jkass@dccouncil.us; Doggett, Rosalyn; JHagner@wcsr.com; O'Keeffe, Carol B.; Montague, Joshua W.
Subject: Re: Shaw-Howard/Florida Avenue Term Sheet - Recap

Lease terms will be 75 year with 24 year option.

Jonathon - will you please verify this with Board Member Graham and respond to the group?

Thanks.

From: Omar A. Karim <okarim@bannekerventures.com>
To: 'Bottigheimer, Nat' <NBottigheimer@wmata.com>; 'Goldin, Steven' <sgoldin@wmata.com>
Cc: aives@bannekerventures.com <aives@bannekerventures.com>; mmckinney@bannekerventures.com <mmckinney@bannekerventures.com>; 'Tiwana Hicks' <thicks@bannekerventures.com>; Albert, Neil (EOM); Fuller, Yohance (EOM); 'John Hagner' <JHagner@wcsr.com>; 'O'Keeffe, Carol B.' <cokeeffe@wmata.com>; 'Montague, Joshua W.' <jwmontague@wmata.com>; 'Doggett, Rosalyn' <RDoggett@wmata.com>; Kass, Jonathon (COUNCIL)
Sent: Wed Nov 04 10:51:56 2009
Subject: RE: Shaw-Howard/Florida Avenue Term Sheet - Recap

Nat,

Thanks for the information. We appreciate it. As previously discussed, the conversation that Mr. Graham and I had was to go from a sale to a 99 year flat lease. In the worst economy in more than 50 years, as a Joint Development Deal, having terms that would allow WMATA's development partner to secure as flexible financing on an on-going basis would be the most beneficial use to all parties involved, including WMATA as a participant in annual cash flow as well as Capital Events. A 60 year base lease would reduce the value of the deal since we are using HUD financing which is a 40 year term plus a requirement that any lease have at least 10 years beyond the loan term. Thus, under a 60 year lease, we would be prohibited from re-financing the project in just 10 years from now, which is a great detriment to the project. As a compromise, we would be prepared to enter into a 75 yr + 24 year option. Would this be acceptable to you?

Omar

From: Bottigheimer, Nat [mailto:NBottigheimer@wmata.com]
Sent: Wednesday, November 04, 2009 10:30 AM
To: Omar A. Karim; Goldin, Steven
Cc: aives@bannekerventures.com; mmckinney@bannekerventures.com; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; 'John Hagner'; O'Keeffe, Carol B.; Montague, Joshua W.; Doggett, Rosalyn; jkass@dccouncil.us
Subject: RE: Shaw-Howard/Florida Avenue Term Sheet - Recap
Importance: High

Regarding the lease term, and a question from Mr. Albert about the feasibility of lease terms other than 99 years, I'm attaching a list of examples of long-term leases that include a base term of less than 99 years plus option periods.

Ballston	60+39
Bethesda	50+49
Dupont Circle	50+49
Dunn Loring	20+(4) 10
Farragut	50+49
Friendship Heights	30+multiple 30
1400 Eye	50+49
Metro Center	58+41
Prince Georges Plaza	59+40
Van Ness	50+49
White Flint	55+20+20

Thanks very much,

Nat

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, November 03, 2009 10:45 PM

FOIA CONFIDENTIAL TREATMENT REQUESTED

To: Goldin, Steven
Cc: aives@bannekerventures.com; mmckinney@bannekerventures.com; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; Bottigheimer, Nat; 'John Hagner'; O'Keeffe, Carol B.; Montague, Joshua W.; Doggett, Rosalyn
Subject: Shaw-Howard/Florida Avenue Term Sheet - Recap
Importance: High

Steve,

Thank you for reaching out this evening. Per your request, this email serves as a recap of our discussion:

Agreed to Items:

1. Co-tenancy Agreement – John Hagner and the Developers spoke this evening and we are in agreement with the terms of the conversation that John had with Carol this afternoon. John will send over an updated Term Sheet tomorrow by noon with these changes, along with the ones below as well.
2. $100,000 Expense Credit from going to Lease from Sale – The Developer will provide further back-up for our legal bills with the days and amount of time on the bills being shown but not the confidential description of the work as this is attorney-client privilege.

Open Issues:

3. Guarantee – Developer proposes $1.5M.
4. Capital Event Participation – Developer proposes that WMATA receive 1.5% of gross proceeds; this is a change from the 20% IRR that Developer was to receive previously before WMATA would begin sharing in the proceeds.
5. Term of Lease – Developer proposes 99 year straight lease as this is what was agreed to between the Developer and Mr. Graham in order to go from a sale to a lease. Discussions to be held with Mr. Graham in the morning to finalize term.

We look forward to finalizing these few issues by noon or 1pm (ET) tomorrow.

Have a great night.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

Subject:	The Jazz @ Florida -- Appraisal Review
Location:	Jackson Graham Building
Start:	Wed 9/2/2009 10:00 AM
End:	Wed 9/2/2009 10:30 AM
Show Time As:	Tentative
Recurrence:	(none)
Meeting Status:	Not yet responded
Organizer:	Fuller, Yohance (EOM)

Malcolm --

I will call you when I arrive to JGB. Thanks for your attention to this matter.

Regards,

Yohance
202.538.1278 (M)

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Kass, Jonathon (COUNCIL) [JKass@DCCOUNCIL.US]
Sent: Monday, March 15, 2010 12:33 PM
To: Bottigheimer, Nat
Cc: Pant, Shiva K.; Green, Jennifer A.; Doggett, Rosalyn; Mohsberg. Sid; Goldin, Steven; Sequeira, Loyda
Subject: RE: Transmittal memo to accompany term sheet details and public session powerpoint

Thanks Nat. Did I understand correctly that nothing will go to the Board until after the rescheduled meeting with CM Graham this Thursday?

Jonathon Kass
Committee on Public Works and Transportation
Councilmember Jim Graham, Chair
Council of the District of Columbia
(202) 724-8152
jkass@dccouncil.us
CM Graham: www.grahamwone.com
Committee: www.dccouncil.us/publicworksandtransportation

From: Bottigheimer, Nat [mailto:NBottigheimer@wmata.com]
Sent: Monday, March 15, 2010 12:30 PM
To: Kass, Jonathon (COUNCIL)
Cc: Pant, Shiva K.; Green, Jennifer A.; Doggett, Rosalyn; Mohsberg, Sid; Goldin, Steven; Sequeira, Loyda
Subject: Transmittal memo to accompany term sheet details and public session powerpoint

Jonathan—

As you requested earlier, attached is a copy of the memo we plan on sending to the Board along with the other materials. We can discuss this in more detail on Thursday.

Best wishes,

Nat

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012289

from Neil Albert

Re: Florida Avenue

Neil (EOM) Albert [Neil.Albert@dc.gov]

Sent: Saturday, October 24, 2009 9:56 AM

To: Goldin, Steven

Cc: Maurice' 'Perry [maurice.perry@bankofamerica.com]; Omar A. Karim [okarim@bannekerventures.com]; Yohance S. Fuller; jkass@dccouncil.us; Doggett, Rosalyn; John' 'Hagner [JHagner@wcsr.com]; O'Keeffe, Carol B.; Moneme, Emeka; Catoe, John B.; Montague, Joshua W.; Sequeira, Loyda; Wallace, Maria A; Marshall, Malcolm; Meister, Mark K.; Bottigheimer, Nat; Mohsberg, Sid; Pant, Shiva K.

Agree.

Neil Albert

On Oct 22, 2009, at 3:07 PM, "Goldin, Steven" <sgoldin@wmata.com> wrote:

> To All:
>
> As per direction from our Board, we are proceeding with preparing a term sheet for the lease of our property. The matter is to be taken up by the full Board in a special meeting in two weeks.
>
> The lease will be as it was when a lease was first discussed (prior to my arrival): a capitalized payment at closing, an annual % participation in net operating income and a % participation upon various capital events (refinance, sale, etc). My understanding is that the participations had been 1.5% and 10% respectively.
>
> By way of this e-mail, I am asking the following actions to be taken:
>
> Omar: Please advise whether you as the developer are in agreement
>
> Maurice: Please advise whether Bank of America CDC is in agreement
>
> Jonathon: Please confirm that Chairman Graham is in agreement
>
> Yohance: Please Confirm that Mr. Albert is in agreement

FOIA CONFIDENTIAL TREATMENT REQUESTED

WMATA-INV 012290

Roz/Malcolm: Please call Richard Harps and explain that we need the updated appraisal in hand by 10/30. Please initiate a new BAIS.

Josh/John: Please revise the term sheet to reflect the lease and discuss the co-tenancy agreement

Steven E. Goldin

Director, Station Area Planning & Asset Management

Washington Metropolitan Area Transit Authority

sgoldin@wmata.com

202-962-2616

FOIA CONFIDENTIAL TREATMENT REQUESTED

WMATA-INV 012291

All Mail from Kass

Doggett, Rosalyn

From: Kass, Jonathon (COUNCIL) [JKass@DCCOUNCIL.US]
Sent: Monday, March 15, 2010 12:33 PM
To: Bottigheimer, Nat
Cc: Pant, Shiva K.; Green, Jennifer A.; Doggett, Rosalyn; Mohsberg, Sid; Goldin, Steven; Sequeira, Loyda
Subject: RE: Transmittal memo to accompany term sheet details and public session powerpoint

Thanks Nat. Did I understand correctly that nothing will go to the Board until after the rescheduled meeting with CM Graham this Thursday?

Jonathon Kass
Committee on Public Works and Transportation
Councilmember Jim Graham, Chair
Council of the District of Columbia
(202) 724-8152
jkass@dccouncil.us
CM Graham: www.grahamwone.com
Committee: www.dccouncil.us/publicworksandtransportation

From: Bottigheimer, Nat [mailto:NBottigheimer@wmata.com]
Sent: Monday, March 15, 2010 12:30 PM
To: Kass, Jonathon (COUNCIL)
Cc: Pant, Shiva K.; Green, Jennifer A.; Doggett, Rosalyn; Mohsberg, Sid; Goldin, Steven; Sequeira, Loyda
Subject: Transmittal memo to accompany term sheet details and public session powerpoint

Jonathan—

As you requested earlier, attached is a copy of the memo we plan on sending to the Board along with the other materials. We can discuss this in more detail on Thursday.

Best wishes,

Nat

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012292

Doggett, Rosalyn

From: Jonathon (COUNCIL) Kass [JKass@DCCOUNCIL.US]
Sent: Wednesday, November 04, 2009 11:27 AM
To: okarim@bannekerventures.com; Yohance S. Fuller; Bottigheimer, Nat; Goldin, Steven
Cc: aives@bannekerventures.com; mmckinney@bannekerventures.com; thicks@bannekerventures.com; Neil.Albert@dc.gov; Doggett, Rosalyn; JHagner@wcsr.com; O'Keeffe, Carol B.; Montague, Joshua W.
Subject: RE: Shaw-Howard/Florida Avenue Term Sheet - Recap

CM Graham has spoken to Mr. Albert about this.

Thanks,

Jonathon Kass
Committee on Public Works and Transportation
Councilmember Jim Graham, Chair
Council of the District of Columbia
(202) 724-8152
jkass@dccouncil.us
CM Graham: www.grahamwone.com
Committee: www.dccouncil.us/publicworksandtransportation

From: Fuller, Yohance (EOM) [mailto:yohance.fuller@dc.gov]
Sent: Wednesday, November 04, 2009 11:04 AM
To: okarim@bannekerventures.com; nbottigheimer@wmata.com; sgoldin@wmata.com
Cc: aives@bannekerventures.com; mmckinney@bannekerventures.com; thicks@bannekerventures.com; Albert, Neil (DMPED); JHagner@wcsr.com; cokeeffe@wmata.com; jwmontague@wmata.com; RDoggett@wmata.com; Kass, Jonathon (COUNCIL)
Subject: Re: Shaw-Howard/Florida Avenue Term Sheet - Recap

Lease terms will be 75 year with 24 year option.

Jonathon - will you please verify this with Board Member Graham and respond to the group?

Thanks.

From: Omar A. Karim <okarim@bannekerventures.com>
To: 'Bottigheimer, Nat' <NBottigheimer@wmata.com>; 'Goldin, Steven' <sgoldin@wmata.com>
Cc: aives@bannekerventures.com <aives@bannekerventures.com>; mmckinney@bannekerventures.com <mmckinney@bannekerventures.com>; 'Tiwana Hicks' <thicks@bannekerventures.com>; Albert, Neil (EOM); Fuller, Yohance (EOM); 'John Hagner' <JHagner@wcsr.com>; 'O'Keeffe, Carol B.' <cokeeffe@wmata.com>; 'Montague, Joshua W' <jwmontague@wmata.com>; 'Doggett, Rosalyn' <RDoggett@wmata.com>; Kass, Jonathon (COUNCIL)
Sent: Wed Nov 04 10:51:56 2009
Subject: RE: Shaw-Howard/Florida Avenue Term Sheet - Recap

Nat,

Thanks for the information. We appreciate it. As previously discussed, the conversation that Mr. Graham and I had was to go from a sale to a 99 year flat lease. In the worst economy in more than 50 years, as a Joint Development Deal, having terms that would allow WMATA's development partner to secure as flexible financing on an on-going basis would be the most beneficial use to all parties involved, including WMATA as a participant in annual cash flow as well as Capital Events. A 60 year base lease would reduce the value of the deal since we are using HUD financing which is a 40 year term plus a requirement that any lease have at least 10 years beyond the loan term. Thus, under a 60 year lease, we would be prohibited from re-financing the project in just 10 years from now, which is a great detriment to the project. As a compromise, we would be prepared to enter into a 75 yr + 24 year option. Would this be acceptable to you?

Omar

From: Bottigheimer, Nat [mailto:NBottigheimer@wmata.com]
Sent: Wednesday, November 04, 2009 10:30 AM
To: Omar A. Karim; Goldin, Steven
Cc: aives@bannekerventures.com; mmckinney@bannekerventures.com; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; 'John Hagner'; O'Keeffe, Carol B.; Montague, Joshua W.; Doggett, Rosalyn; jkass@dccouncil.us

FOIA CONFIDENTIAL TREATMENT REQUESTED

Subject: RE: Shaw-Howard/Florida Avenue Term Sheet - Recap
Importance: High

Regarding the lease term, and a question from Mr. Albert about the feasibility of lease terms other than 99 years, I'm attaching a list of examples of long-term leases that include a base term of less than 99 years plus option periods.

Ballston	60+39
Bethesda	50+49
Dupont Circle	50+49
Dunn Loring	20+(4) 10
Farragut	50+49
Friendship Heights	30+multiple 30
1400 Eye	50+49
Metro Center	58+41
Prince Georges Plaza	59+40
Van Ness	50+49
White Flint	55+20+20

Thanks very much,

Nat

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, November 03, 2009 10:45 PM
To: Goldin, Steven
Cc: aives@bannekerventures.com; mmckinney@bannekerventures.com; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; Bottigheimer, Nat; 'John Hagner'; O'Keeffe, Carol B.; Montague, Joshua W.; Doggett, Rosalyn
Subject: Shaw-Howard/Florida Avenue Term Sheet - Recap
Importance: High

Steve,

Thank you for reaching out this evening. Per your request, this email serves as a recap of our discussion:

Agreed to Items:

1. Co-tenancy Agreement – John Hagner and the Developers spoke this evening and we are in agreement with the terms of the conversation that John had with Carol this afternoon. John will send over an updated Term Sheet tomorrow by noon with these changes, along with the ones below as well.
2. $100,000 Expense Credit from going to Lease from Sale – The Developer will provide further back-up for our legal bills with the days and amount of time on the bills being shown but not the confidential description of the work as this is attorney-client privilege.

Open Issues:

3. Guarantee – Developer proposes $1.5M.
4. Capital Event Participation – Developer proposes that WMATA receive 1.5% of gross proceeds; this is a change from the 20% IRR that Developer was to receive previously before WMATA would begin sharing in the proceeds.
5. Term of Lease – Developer proposes 99 year straight lease as this is what was agreed to between the Developer and Mr. Graham in order to go from a sale to a lease. Discussions to be held with Mr. Graham in the morning to finalize term.

We look forward to finalizing these few issues by noon or 1pm (ET) tomorrow.

Have a great night.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Jonathon (COUNCIL) Kass [JKass@DCCOUNCIL.US]
Sent: Thursday, October 22, 2009 4:06 PM
To: Maurice"Perry; 'Omar A. Karim'; Yohance S. Fuller; Doggett, Rosalyn; John' 'Hagner; Montague, Joshua W.; Marshall, Malcolm; Goldin, Steven
Cc: O'Keeffe, Carol B.; Moneme, Emeka; Catoe, John B.; Bottigheimer, Nat; Pant, Shiva K.
Subject: RE: Florida Avenue

Thanks Steve.

CM Graham agrees that staff should be preparing a term sheet to be taken up by the full Board in two weeks.

He's OK with removing the provision dealing with reversion of the property since we're back to a lease arrangement.

He expects that there would be some documentation of the $100,000 costs leading to the reduction in security deposit.

Generally, he does not think it's appropriate for him to be involved in negotiating the terms.

Jonathon Kass
Committee on Public Works and Transportation
Councilmember Jim Graham, Chair
Council of the District of Columbia
(202) 724-8152
jkass@dccouncil.us
CM Graham: www.grahamwone.com
Committee: www.dccouncil.us/publicworksandtransportation

From: Goldin, Steven [mailto:sgoldin@wmata.com]
Sent: Thursday, October 22, 2009 3:20 PM
To: Goldin, Steven; 'Omar A. Karim'; John' 'Hagner; Maurice' 'Perry; Kass, Jonathon (COUNCIL); Fuller, Yohance (DMPED); Doggett, Rosalyn; Marshall, Malcolm; Montague, Joshua W.
Cc: Catoe, John B.; Pant, Shiva K.; O'Keeffe, Carol B.; Moneme, Emeka; Bottigheimer, Nat
Subject: RE: Florida Avenue

Additionally, as per Board direction, there will be a $100,000 reduction in the amount of the security deposit required

We are awaiting clarification on whether there will be a reversion clause included

---

From: Goldin, Steven
Sent: Thursday, October 22, 2009 3:08 PM
To: 'Omar A. Karim'; John' 'Hagner; Maurice' 'Perry; jkass@dccouncil.us; Yohance S. Fuller; Doggett, Rosalyn; Marshall, Malcolm; Montague, Joshua W.
Cc: Catoe, John B.; Pant, Shiva K.; O'Keeffe, Carol B.; Moneme, Emeka; Bottigheimer, Nat; Sequeira, Loyda; Meister, Mark K.; Mohsberg, Sid; Wallace, Maria A
Subject: Florida Avenue

To All:

As per direction from our Board, we are proceeding with preparing a term sheet for the lease of our property. The matter is to be taken up by the full Board in a special meeting in two weeks.

The lease will be as it was when a lease was first discussed (prior to my arrival): a capitalized payment at closing, an annual % participation in net operating income and a % participation upon various capital events (refinance, sale, etc). My understanding is that the participations had been 1.5% and 10% respectively.

By way of this e-mail, I am asking the following actions to be taken:

Omar: Please advise whether you as the developer are in agreement

Maurice: Please advise whether Bank of America CDC is in agreement

Jonathon: Please confirm that Chairman Graham is in agreement

Yohance: Please Confirm that Mr. Albert is in agreement

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012295

Roz/Malcolm: Please call Richard Harps and explain that we need the updated appraisal in hand by 10/30. Please initiate a new BAIS.

Josh/John: Please revise the term sheet to reflect the lease and discuss the co-tenancy agreement

Steven E. Goldin
Director, Station Area Planning & Asset Management
Washington Metropolitan Area Transit Authority
sgoldin@wmata.com
202-962-2616

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, May 29, 2009 5:36 PM
To: Meister, Mark K.
Subject: RE: P&D review with Albert

I have printed out the BAIS and power point and summary of deal approved last July for Nat. As for bullet points:

- Staff has nearly finalized the agreement to send out (Josh and I met with Tariq on Wednesday) and once Josh has incorporated Tariq's comments, we can send it out. I have informed Larry Clark of Donatelli it is coming soon. Mark, do you want to review it first?
- We will likely have to do a new appraisal since the current one dates from 3/08
- Independently of that, I would expect the developer to ask for a change in business terms but of course have no intention of encouraging it

---

From: Meister, Mark K.
Sent: Friday, May 29, 2009 12:26 PM
To: Doggett, Rosalyn
Cc: Bottigheimer, Nat
Subject: FW: P&D review with Albert

Roz,

Please provide Nat with a copy of the Navy Yard Chiller presentation and some bullets identifying key issues. Thanks.

Mark

From: Bottigheimer, Nat
Sent: Friday, May 29, 2009 11:51 AM
To: Meister, Mark K.
Cc: Mohsberg, Sid
Subject: FW: P&D review with Albert

Mark—

I will be briefing Neil Albert next Wednesday at 2 on the three items listed below. Wheaton MOU I'm fine with; Broadcast Center partners I may need a little help with, but basically he should already know what the issues are and the fact that it's resolved. Extension of time for Navy Yard I will also need to know some more about.

Can I get copies of presentations for all three projects to bring to the meeting on Wednesday, please? Also, for BCP and Navy Yard, could I get a supporting set of bullet points for each identifying the key issues that had to be resolved or that remain to be dealt with?

Thanks very much,

Nat

From: Sequeira, Loyda
Sent: Friday, May 29, 2009 11:42 AM
To: Requa, Jack; Bottigheimer, Nat; Couch, David
Cc: Bellamy, Michelle A.; Mohsberg, Sid; Wallace, Maria A; Jamison.Weinbaum@dc.gov; Quoinett.Warrick@dc.gov
Subject: RE: P&D review with Albert

Hello,

Our meeting is confirmed for next Wednesday, June 3rd with Mr. Albert at the Wilson bldg - Room 317. Attendees will be Nat B., David C., and myself as Mr. Requa will be out next week. Below are the items to be discussed.

1. Broadcast Center-Nat
2. Public hearing for Cinder Bed Rd.-Dave
3. MOU on Wheaton-Nat
4. Extend time for Navy Yard JD-Nat
5. Bus Facility Plan –Dave

Thanks,

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012297

Loyda Sequeira-Castillo
Direct: 202-962-1816

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: ngw@postmaster.po
Sent: Tuesday, November 25, 2008 12:15 PM
To: Lawson, Arthuro V.; Doggett, Rosalyn
Subject: **URGENT** Meeting with Deputy Mayor Neil Albert

Importance: High

Rosalyn/Art -
Just following up to see if you Monday, December 1st @ 130pm-2pm will work for Neil and Rosalyn to meet. I've not heard from either of you, and I'm still holding the time. Please let me know if I should release the time and search for a new date or continue to hold.

Any and all assistance would be greatly appreciated.

Thanks in advance,
Q

Quoinett Warrick
202-727-6851
Quoinett.Warrick@dc.gov

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Thursday, November 20, 2008 4:46 PM
To: Warrick, Xzaquoinett (EOM)
Subject: Re: Meeting with Deputy Mayor Neil Albert

Quoinett, please arrange this through Art Lawson, our Government Relations Officer, which is standard procedure for us. Art's e-mail is alawson@wmata.com. His phone number is 962 1050.

Thanks, Rosalyn

>>> "Warrick, Xzaquoinett (EOM)" <Xzaquoinett.Warrick@dc.gov> 11/20/2008 3:49 PM >>>
Rosslyn -

Per my voicemail, I'd like to check your availability for a meeting with DM Albert on Monday, Nov 24th @ 215pm-245pm to discuss the metro project on 8th and Florida w/Banneker Ventures.

Please advise:

- If this date and time works for you
- Names of those accompanying you to this meeting
- Cell # for the day of the meeting

Thanks in advance,

Quoinett

Xzaquoinett Y. Warrick

Executive Assistant/Scheduler

Office of Planning & Economic Development

1350 Pennsylvania Avenue, NW

Suite 317

Washington, DC 20004

202-727-6851

FOIA CONFIDENTIAL TREATMENT REQUESTED

Quoinett.Warrick@dc.gov <mailto:Quoinett.Warrick@dc.gov>

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Neil (EOM) Albert [Neil.Albert@dc.gov]
Sent: Saturday, October 24, 2009 9:57 AM
To: Goldin, Steven
Cc: Maurice' 'Perry; Omar A. Karim; Yohance S. Fuller; jkass@dccouncil.us; Doggett, Rosalyn; John' 'Hagner; O'Keeffe, Carol B.; Moneme, Emeka; Catoe, John B.; Montague, Joshua W.; Sequeira, Loyda; Wallace, Maria A; Marshall, Malcolm; Meister, Mark K.; Bottigheimer, Nat; Mohsberg, Sid; Pant, Shiva K.
Subject: Re: Florida Avenue

Agree.

Neil Albert

On Oct 22, 2009, at 3:07 PM, "Goldin, Steven" <sgoldin@wmata.com> wrote:

To All:

As per direction from our Board, we are proceeding with preparing a term sheet for the lease of our property. The matter is to be taken up by the full Board in a special meeting in two weeks.

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By way of this e-mail, I am asking the following actions to be taken:

Omar: Please advise whether you as the developer are in agreement

Maurice: Please advise whether Bank of America CDC is in agreement

Jonathon: Please confirm that Chairman Graham is in agreement

Yohance: Please Confirm that Mr. Albert is in agreement

Roz/Malcolm: Please call Richard Harps and explain that we need the updated appraisal in hand by 10/30. Please initiate a new BAIS.

Josh/John: Please revise the term sheet to reflect the lease and discuss the co-tenancy agreement

Steven E. Goldin

Director, Station Area Planning & Asset Management

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012301

Washington Metropolitan Area Transit Authority

sgoldin@wmata.com

202-962-2616

FOIA CONFIDENTIAL TREATMENT REQUESTED

All Mail Items with mention of Jonathon Kass

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, March 16, 2010 9:52 AM
To: Goldin, Steven
Cc: Mohsberg, Sid
Subject: RE: Question on Bannaker proposal powerpoint

I think that this is more of a Sid/Roz coordination problem, which I will try to prevent from happening in the future although sometimes packages get put together that I don't know about.

At the time of Nat's AGM review we had not even started circulating a BAIS, and the BAIS in the AGM review package said September. I am guessing that Nat took that BAIS with him but don't know. Anyway I will check with Sid and see if he thinks that a footer will solve the problem.

From: Goldin, Steven
Sent: Monday, March 15, 2010 7:31 PM
To: Doggett, Rosalyn
Cc: Mohsberg, Sid; Wallace, Maria A; Bottigheimer, Nat; Bellamy, Michelle A.
Subject: Re: Question on Bannaker proposal powerpoint

Can we put a footer on each page, in very small type, the date and time of each revision? That would prevent this from happening

---

From: Doggett, Rosalyn
To: Goldin, Steven
Cc: Mohsberg, Sid; Wallace, Maria A; Bottigheimer, Nat; Bellamy, Michelle A.
Sent: Mon Mar 15 13:26:37 2010
Subject: RE: Question on Bannaker proposal powerpoint
The current version of the BAIS which was sent to Leenda on Friday and Michele Bellamy this morning says July, as does the power point presentation. Somehow Jonathon received an outdated version that said September. We had discussed the dates, and you indicated that you wanted this wrapped up promptly by July so that is what we settled on.

From: Goldin, Steven
Sent: Monday, March 15, 2010 12:53 PM
To: Doggett, Rosalyn
Cc: Mohsberg, Sid
Subject: Fw: Question on Bannaker proposal powerpoint

Roz plz follow up with Sid

From: Bottigheimer, Nat
To: Goldin, Steven
Cc: Mohsberg, Sid; Wallace, Maria A; Doggett, Rosalyn
Sent: Mon Mar 15 12:50:41 2010
Subject: RE: Question on Bannaker proposal powerpoint
Our materials are inconsistent -- some say "not later than September 30th," and some say "not later than July 30th" – please correct and make sure the materials we distribute have accurate and internally consistent dates.

From: Goldin, Steven
Sent: Monday, March 15, 2010 12:41 PM
To: Bottigheimer, Nat; Doggett, Rosalyn
Subject: Re: Question on Bannaker proposal powerpoint

See powerpoint. It's an outside date to xomplete JDA

From: Bottigheimer, Nat
To: Doggett, Rosalyn; Goldin, Steven
Sent: Mon Mar 15 12:36:27 2010
Subject: FW: Question on Bannaker proposal powerpoint
What is the September 2010 date, that's the first reference to it I've heard?

From: Kass, Jonathon (COUNCIL) [mailto:JKass@DCCOUNCIL.US]
Sent: Monday, March 15, 2010 12:34 PM

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012303

To: Bottigheimer, Nat
Subject: Question on Bannaker proposal powerpoint

The summary says "brought to the Board not later than Sept 30, 2010". Last page of the presentation says July 2010. Is one of these an error?

Thanks.

Jonathon Kass
Committee on Public Works and Transportation
Councilmember Jim Graham, Chair
Council of the District of Columbia
(202) 724-8152
jkass@dccouncil.us
CM Graham: www.grahamwone.com
Committee: www.dccouncil.us/publicworksandtransportation

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, March 15, 2010 1:27 PM
To: Goldin, Steven
Cc: Mohsberg, Sid; Wallace, Maria A; Bottigheimer, Nat; Bellamy, Michelle A.
Subject: RE: Question on Bannaker proposal powerpoint

The current version of the BAIS which was sent to Leenda on Friday and Michele Bellamy this morning says July, as does the power point presentation. Somehow Jonathon received an outdated version that said September. We had discussed the dates, and you indicated that you wanted this wrapped up promptly by July so that is what we settled on.

From: Goldin, Steven
Sent: Monday, March 15, 2010 12:53 PM
To: Doggett, Rosalyn
Cc: Mohsberg, Sid
Subject: Fw: Question on Bannaker proposal powerpoint

Roz plz follow up with Sid

From: Bottigheimer, Nat
To: Goldin, Steven
Cc: Mohsberg, Sid; Wallace, Maria A; Doggett, Rosalyn
Sent: Mon Mar 15 12:50:41 2010
Subject: RE: Question on Bannaker proposal powerpoint
Our materials are inconsistent -- some say "not later than September 30th," and some say "not later than July 30th," – please correct and make sure the materials we distribute have accurate and internally consistent dates.

From: Goldin, Steven
Sent: Monday, March 15, 2010 12:41 PM
To: Bottigheimer, Nat; Doggett, Rosalyn
Subject: Re: Question on Bannaker proposal powerpoint

See powerpoint. It's an outside date to xomplete JDA

From: Bottigheimer, Nat
To: Doggett, Rosalyn; Goldin, Steven
Sent: Mon Mar 15 12:36:27 2010
Subject: FW: Question on Bannaker proposal powerpoint
What is the September 2010 date, that's the first reference to it I've heard?

From: Kass, Jonathon (COUNCIL) [mailto:JKass@DCCOUNCIL.US]
Sent: Monday, March 15, 2010 12:34 PM
To: Bottigheimer, Nat
Subject: Question on Bannaker proposal powerpoint

The summary says "brought to the Board not later than Sept 30, 2010". Last page of the presentation says July 2010. Is one of these an error?

Thanks.

Jonathon Kass
Committee on Public Works and Transportation
Councilmember Jim Graham, Chair
Council of the District of Columbia
(202) 724-8152
jkass@dccouncil.us
CM Graham: www.grahamwone.com
Committee: www.dccouncil.us/publicworksandtransportation

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012305

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, November 09, 2009 2:51 PM
To: Montague, Joshua W.
Subject: FW: Shaw-Howard Florida Avenue Joint Development Project

---

From: Yohance (EOM) Fuller [mailto:yohance.fuller@dc.gov]
Sent: Monday, November 09, 2009 2:28 PM
To: okarim@bannekerventures.com; jkass@dccouncil.us; jhagner@wcsr.com; Bottigheimer, Nat
Cc: Neil.Albert@dc.gov; Doggett, Rosalyn; O'Keeffe, Carol B.; Goldin, Steven
Subject: RE: Shaw-Howard Florida Avenue Joint Development Project

Nat et al.,

Thanks for sending over the additional material. I think it effectively summarizes the critical deal points. Neil is unfortunately out of town for the rest of the week, but I will coordinate with him once he returns. Specifically, to discuss the District's rationale on timing of this project.

In the mean time, can you please detail the next steps for getting this project in front of the committee and/or board? Outside of the District's rationale, are there any other deliverables, milestones, etc. that need to be produced in order to bring this before the board again. I assume that we are trying to get this on the agenda for November's Board meeting? Please advise.

Thanks for all your hard work thus far.

Yohance

From: Bottigheimer, Nat [mailto:NBottigheimer@wmata.com]
Sent: Sunday, November 08, 2009 4:26 PM
To: okarim@bannekerventures.com; jhagner@wcsr.com; Fuller, Yohance (EOM); Kass, Jonathon (COUNCIL)
Cc: Goldin, Steven; Doggett, Rosalyn; O'Keeffe, Carol B.; Bottigheimer, Nat
Subject: FW: Shaw-Howard Florida Avenue Joint Development Project

Omar et al--

fyi, this is the material that went out to the Board on Friday afternoon. I will be contacting Board members this week to ask them if they have follow-up questions that we can answer.

The materials sent out establish that the expected revenue stream for the transaction exceeds the current appraised value. We may receive questions about the details of the value to Metro of this deal, but I don't think these questions are the most important to address for the Board to feel comfortable acting on this.

The question that will most directly confront Board members -- in my view -- is the question of timing. Why should the Board approve this deal in this market, when in a few years the value of the land may significantly increase relative to today's value?

This timing question will, again in my view, require input from the District that Metro staff can not speak to as well as District representatives. For example, what is the policy imperative of moving forward at this time rather than in a few years? It is certainly the case that this property does not support an attractive streetscape at Florida and 9th, and eyesore properties can depress markets and slow revitalization. There may also be local economic development momentum that this project would help sustain. However, these are items that, as I said, District representatives can speak most strongly to in addressing the timing question with their Board colleagues.

I hope this information is helpful.

Best wishes,

Nat

From: Catoe, John B.
Sent: Friday, November 06, 2009 5:12 PM
To: agiancol@naco.org; catherine.hudgins@fairfaxcounty.gov; cz.arl@verizon.net; czimmerman@arlingtonva.us; ehewlett@shhpa.com; jeff.mckay@fairfaxcounty.gov; jim@grahamwone.com; linton_200@msn.com; mbrown@dccouncil.us; Neil.Albert@dc.gov; nomolos@verizon.net; peter.metro@verizon.net; Sequeira, Loyda; william.euille@alexandriava.gov; wmeuille@wdeuille.com
Cc: Bottigheimer, Nat; Green, Jennifer A.; Pant, Shiva K.; Sequeira, Loyda
Subject: Shaw-Howard Florida Avenue Joint Development Project

Dear Chairman and Members of the Board:

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012306

Attached is a memo that responds to the Planning, Development and Real Estate committee executive session request for information relative to the value of the Shaw-Howard Florida Avenue joint development project.

Please let me know if you have additional questions.

John

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012307

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, March 16, 2010 9:52 AM
To: Goldin, Steven
Cc: Mohsberg, Sid
Subject: RE: Question on Bannaker proposal powerpoint

I think that this is more of a Sid/Roz coordination problem, which I will try to prevent from happening in the future although sometimes packages get put together that I don't know about.

At the time of Nat's AGM review we had not even started circulating a BAIS, and the BAIS in the AGM review package said September. I am guessing that Nat took that BAIS with him but don't know. Anyway I will check with Sid and see if he thinks that a footer will solve the problem.

From: Goldin, Steven
Sent: Monday, March 15, 2010 7:31 PM
To: Doggett, Rosalyn
Cc: Mohsberg, Sid; Wallace, Maria A; Bottigheimer, Nat; Bellamy, Michelle A.
Subject: Re: Question on Bannaker proposal powerpoint

Can we put a footer on each page, in very small type, the date and time of each revision? That would prevent this from happening

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From: Doggett, Rosalyn
To: Goldin, Steven
Cc: Mohsberg, Sid; Wallace, Maria A; Bottigheimer, Nat; Bellamy, Michelle A.
Sent: Mon Mar 15 13:26:37 2010
Subject: RE: Question on Bannaker proposal powerpoint
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From: Goldin, Steven
Sent: Monday, March 15, 2010 12:53 PM
To: Doggett, Rosalyn
Cc: Mohsberg, Sid
Subject: Fw: Question on Bannaker proposal powerpoint

Roz plz follow up with Sid

From: Bottigheimer, Nat
To: Goldin, Steven
Cc: Mohsberg, Sid; Wallace, Maria A; Doggett, Rosalyn
Sent: Mon Mar 15 12:50:41 2010
Subject: RE: Question on Bannaker proposal powerpoint
Our materials are inconsistent -- some say "not later than September 30th," and some say "not later than July 30th" – please correct and make sure the materials we distribute have accurate and internally consistent dates.

From: Goldin, Steven
Sent: Monday, March 15, 2010 12:41 PM
To: Bottigheimer, Nat; Doggett, Rosalyn
Subject: Re: Question on Bannaker proposal powerpoint

See powerpoint. It's an outside date to xomplete JDA

From: Bottigheimer, Nat
To: Doggett, Rosalyn; Goldin, Steven
Sent: Mon Mar 15 12:36:27 2010
Subject: FW: Question on Bannaker proposal powerpoint
What is the September 2010 date, that's the first reference to it I've heard?

From: Kass, Jonathon (COUNCIL) [mailto:JKass@DCCOUNCIL.US]
Sent: Monday, March 15, 2010 12:34 PM

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012308

To: Bottigheimer, Nat
Subject: Question on Bannaker proposal powerpoint

The summary says "brought to the Board not later than Sept 30, 2010". Last page of the presentation says July 2010. Is one of these an error?

Thanks.

Jonathon Kass
Committee on Public Works and Transportation
Councilmember Jim Graham, Chair
Council of the District of Columbia
(202) 724-8152
jkass@dccouncil.us
CM Graham: www.grahamwone.com
Committee: www.dccouncil.us/publicworksandtransportation

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, March 15, 2010 1:27 PM
To: Goldin, Steven
Cc: Mohsberg, Sid; Wallace, Maria A; Bottigheimer, Nat; Bellamy, Michelle A.
Subject: RE: Question on Bannaker proposal powerpoint

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Sent: Monday, March 15, 2010 12:53 PM
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Subject: Fw: Question on Bannaker proposal powerpoint

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From: Bottigheimer, Nat
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Cc: Mohsberg, Sid; Wallace, Maria A; Doggett, Rosalyn
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Sent: Monday, March 15, 2010 12:41 PM
To: Bottigheimer, Nat; Doggett, Rosalyn
Subject: Re: Question on Bannaker proposal powerpoint

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To: Bottigheimer, Nat
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Committee on Public Works and Transportation
Councilmember Jim Graham, Chair
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(202) 724-8152
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CM Graham: www.grahamwone.com
Committee: www.dccouncil.us/publicworksandtransportation

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012310

Doggett, Rosalyn

From: noreply+feedproxy@google.com on behalf of Greater Greater Washington [info@ggwash.org]
Sent: Friday, January 07, 2011 5:15 AM
To: Doggett, Rosalyn
Subject: Greater Greater Washington

Greater Greater Washington

- McMansions affect community character in Montgomery
- Paper bus passes extended through January
- Bag search policy another example of siloed thinking
- Terrible parking ideas come from Boston's "T"
- Breakfast links: Bad choices, good choices

McMansions affect community character in Montgomery

Posted: 06 Jan 2011 11:53 AM PST

by David Rotenstein

Teardowns and mansionization are a nationwide problem. Montgomery County has few regulatory controls to prevent property owners from demolishing older homes and building new houses that are out of scale and character with neighboring buildings.

Silver Spring McMansion. Photo by the author.

Although Montgomery County has a historic preservation ordinance, not all old homes are historic and there are few tools currently available to residents to prevent speculators from building McMansions like the one under construction in my Silver Spring neighborhood.

Starting in 2006, the National Trust for Historic Preservation began promoting a **toolkit** on teardowns and mansionization. Among the references are some visual guides. Under "McMansion" in the Trust's **"Teardowns Glossary"** are several terms applied to the houses: faux chateaux, starter castle, and big box Victorian.

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Related posts:

Preservation shouldn't stop future history at Falkland Chase (Feb 11, 2010)

Historic committee favors addition atop historic rowhouse (Jul 21, 2010)

Has preservation become an echo chamber? (Dec 16, 2008)

Limit poorly-researched historic designations in Montgomery (Nov 15, 2010)

Growth policy must talk about building community, not formulas (Dec 29, 2009)

Paper bus passes extended through January

Posted: 06 Jan 2011 09:47 AM PST

by Erik Weber

Though they had initially announced January 2, 2011 as the end date, WMATA has extended the life of paper bus passes

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012311

through January 29. After that date, area buses will no longer accept weekly paper bus passes.

Photo by slack13 on Flickr.

The paper pass reprieve comes as a result of "unforeseen technical issues," according to WMATA's Ron Holzer. ART announced the extension **in a press release** last month, while WMATA made no announcement of the change. The "flash-passes" are being discontinued after **the October introduction** of an electronic version that can be loaded on customers' SmarTrip cards.

The electronic passes will have the same $15 price tag, assuming riders already own a SmarTrip card. They can be purchased at the Metro customer service center as well as **at area retailers**, mostly CVS pharmacies, where you can already reload your regular SmarTrip credit.

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Metro putting bus passes on SmarTrip cards (Oct 13, 2010)

"Peak of the peak" makes flexible passes more crucial (Jun 16, 2010)

SmarTrip passes will start with bus (May 6, 2009)

Metro passes will work with SmarTrip (Jul 19, 2008)

Seattle's ORCA passes show what Metro passes could be (Sep 3, 2010)

Bag search policy another example of siloed thinking

Posted: 06 Jan 2011 07:50 AM PST

by **David Alpert**

To most riders, WMATA's bag search policy is intuitively foolish. But, as statements at recent Riders' Advisory Council meetings make clear, within the mindset of the Metro Transit Police (MTPD), they're entirely logical. This is another example of how silos inside WMATA lead to bad decisions.

Taborn and Catoe. Image from WMATA.

Last night, Chief Taborn echoed the **statements of his underlings from Monday**: Taborn said that this program is one of many tools in the police's toolbox, and they feel they have to do "everything" for security.

In other words, it's not his job to balance this program against others, or against the costs outside the police department. For example, if this undermines rider support for Metro which make other initiatives more difficult, that's not his problem. If it draws expensive lawsuits which sap WMATA's budget, it's not his problem.

Read more »

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Riders appeal to Metro police to stop bag searches (Jan 4, 2011)

Sound off on WMATA bag searches tonight (Jan 3, 2011)

Give input on new railcars, WMATA governance (Jun 30, 2010)

Richard Sarles will make safety top priority, ride Metro (Mar 4, 2010)

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012312

Overreactions already beginning to nonexistent bomb plot (Oct 29, 2010)

Terrible parking ideas come from Boston's "T"

Posted: 06 Jan 2011 06:33 AM PST

by **David Alpert**

The Washington area might have a ways to go to make suburban communities more walkable, and it might be the sport of the year to criticize WMATA, but at least we're not Boston. While WMATA is making it a priority to and wants to avoid building huge numbers of new parking spaces, the MBTA is proposing a variety of terrible parking-related ideas.

Photo by nd-nÊŽ on Flickr.

The "T" is the latest organization to consider **"privatizing" parking garages**. Like the other bad deals such as **New Jersey Transit's**, all this really does is sell future revenue for money today, creating tougher budgets for the next generation in exchange for a one-time fix. It's more of a long-term borrowing plan than a privatization plan.

Are MBTA officials concerned about the many drawbacks of other parking privatization schemes? Apparently not; the only concern cited in the article is that rates might rise, as Chicago's parking meters did. They want to privatize the lots, but keep the power to maintain rates below the actual market demand.

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Is privatization inherently bad or just botched? (Feb 12, 2010)

Council will debate parking meter hike Monday (Dec 5, 2008)

Bye bye blank wall, hello parking lot, for now (Mar 25, 2009)

Montgomery considering Bethesda parking rate increase (Apr 20, 2009)

Fund Ride-On, not subsidized parking, says Transit First (Mar 16, 2009)

Breakfast links: Bad choices, good choices

Posted: 06 Jan 2011 04:38 AM PST

by **Erik Weber**

Photo by XYZ+T on Flickr.

Dulles Metro station won't be in front of terminal: MWAA has **ruled out** an above-ground station adjacent to the terminal, leaving an underground station next to the terminal and an above-ground one at the parking garage farther away. Metro officials are pushing MWAA not to take the cheap option to the long-term detriment of ridership. (WTOP)

DC bag fee works, VA & MD ponder own fees: After instituting the 5¢ bag fee, **55 million bags were used** in DC in 2010, an enormous drop from 2009's 270 million. (DCist, Steven Yates) ... Observing DC's success, Virginia **will consider a 20 cent fee** in its upcoming legislative session, while Maryland is **considering a 5 cent fee**. (WTOP, Gazette)

RAC opposes bag searches: The Riders' Advisory Council **voted overwhelmingly** to oppose WMATA's bag search program, citing a variety of concerns. (Dr. Gridlock)

Kass promoted on transportation committee: Tommy Wells **has hired Jonathon Kass**, Jim Graham's transportation policy guy, as staff director for the Committee on Public Works and Transportation. Kass has been a force for great policy on the committee when Graham ran it, and this bodes well for it to continue to get better under Wells.

Welcome, GOP majority: As predicted, the new GOP-controlled House **stripped all Congressional delegates** of their votes in the Committee of the Whole upon assuming power yesterday. (TBD) ... They also passed a rule that **eliminates previous protections** of the Highway Trust Fund, now making it possible to reallocate money elsewhere and cut transportation spending. (Transportation Nation)

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012313

How CaBi may expand: In something of a reversal, the Georgetown ANC **unanimously endorsed 3 locations** in the neighborhood for future Capital Bikeshare stations. Arlington **has money for 16 stations** which will start in Rosslyn and then expand toward Ballston. (Georgetown Metropolitan, Ken Archer, WashCycle)
Historic preservation not always a hindrance: Richard Layman is **frustrated by Matt Yglesias' implication** that the only thing historic preservation lists accomplish is to hinder development. (RPUS)
Help create transit manual: Kittelson Associates created a Transit Capacity and Quality of Service Manual in the mid-90s to complement and counter-balance the FHWA's Highway Capacity Manual. Now they are **updating the manual** for a new edition and are looking for input. (Human Transit)
And...: Mary Hynes **will take Metro** to WMATA board meetings, like her predecessor Chris Zimmerman **did**. (TBD) ... An off-duty cop **struck a pedestrian** in a Capitol Heights are without crosswalks or signals (WUSA) ... The Petworth library is **collecting stories from long-time residents** (DCPL, Lynda) ... Will a **redevelopment authority come back** under Gray? (Housing Complex)
Have a tip for the links? **Submit it here.**

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LaHood vows to avert federal transportation bankruptcy (Jun 4, 2009)

Directly shape DC transportation policy (Dec 11, 2009)

Tommy Wells gets transportation chair, WMATA Board (Dec 22, 2010)

Thwarting unlikely terror attacks beats building decent transit on MWAA's Silver Line priority list (Nov 8, 2010)

DC 2010 budget would end Saturday free parking (Mar 24, 2009)

You are subscribed to email updates from Greater Greater Washington
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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012314

Doggett, Rosalyn

From: Wyner, Jonathan S.
Sent: Friday, October 01, 2010 9:41 AM
To: Doggett, Rosalyn; Burns, Bob; Malasky, Gary
Cc: Goldin, Steven
Subject: RE: ULI TOD Council
Attachments: ULI Fall 2010 » Wednesday.pdf; ULI October 1 2010 attendee list.xls

If you need me for the morning, ok....

But they moved the Crystal City tour to Wednesday at 1 PM

And there a few things in the morning at the convention center venue that are of interest....see attached.

So as difficult a choice as it is, I think I must take a pass...

Take good notes!!!

Ps. I am downloading the list of attendees in excel for future use..also attached

Jonathan Stuart Wyner, CPM®, CCIM
Senior Transit Oriented Development Specialist
Washington Metropolitan Area Transit Authority
Office of Station Area Planning & Asset Management
Department of Planning & Joint Development
600 Fifth Street, NW, #5B-A
Washington, DC 20001
202/962-1577

From: Doggett, Rosalyn
Sent: Friday, October 01, 2010 8:25 AM
To: Burns, Bob; Wyner, Jonathan S.; Malasky, Gary
Subject: FW: ULI TOD Council

Get your tour guide licenses!

From: Bottigheimer, Nat
Sent: Thursday, September 30, 2010 10:20 PM
To: Doggett, Rosalyn; Goldin, Steven
Subject: RE: ULI TOD Council

Terrific, Roz, thank you very much...

I can escort some riders on the system if needed

From: Doggett, Rosalyn
Sent: Thursday, September 30, 2010 6:04 PM
To: Goldin, Steven; Bottigheimer, Nat
Subject: ULI TOD Council

I just spoke with the chair, Neal Sleeper who had left a message earlier

Nat is now definitely included as a guest

Jonathan, Bob and Gary can come if I/we volunteer to take people on the Metro to the Navy Yard Project, 55 M at Half St, the Monument project (the ULI bus-- yes!-- isn't big enough for all guests)

I volunteered Gary to be a part of those speaking on the Half Street/Monument project (it seems that MacFarlane Partners-- John Green--pushed this for self promotion I am guessing)

I also said that we had a lot to contribute on other topics. He suggested we comment on the PPP presentation being given by folks from DART in Dalles. We can perhaps insinuate ourselves a bit more into that one.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012315

Doggett, Rosalyn

From: Goldin, Steven
Sent: Monday, March 15, 2010 7:31 PM
To: Doggett, Rosalyn
Cc: Mohsberg, Sid; Wallace, Maria A; Bottigheimer, Nat; Bellamy, Michelle A.
Subject: Re: Question on Bannaker proposal powerpoint

Can we put a footer on each page, in very small type, the date and time of each revision? That would prevent this from happening

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From: Doggett, Rosalyn
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Cc: Mohsberg, Sid; Wallace, Maria A; Bottigheimer, Nat; Bellamy, Michelle A.
Sent: Mon Mar 15 13:26:37 2010
Subject: RE: Question on Bannaker proposal powerpoint
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From: Goldin, Steven
Sent: Monday, March 15, 2010 12:53 PM
To: Doggett, Rosalyn
Cc: Mohsberg, Sid
Subject: Fw: Question on Bannaker proposal powerpoint

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From: Bottigheimer, Nat
To: Goldin, Steven
Cc: Mohsberg, Sid; Wallace, Maria A; Doggett, Rosalyn
Sent: Mon Mar 15 12:50:41 2010
Subject: RE: Question on Bannaker proposal powerpoint
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From: Goldin, Steven
Sent: Monday, March 15, 2010 12:41 PM
To: Bottigheimer, Nat; Doggett, Rosalyn
Subject: Re: Question on Bannaker proposal powerpoint

See powerpoint. It's an outside date to xomplete JDA

From: Bottigheimer, Nat
To: Doggett, Rosalyn; Goldin, Steven
Sent: Mon Mar 15 12:36:27 2010
Subject: FW: Question on Bannaker proposal powerpoint
What is the September 2010 date, that's the first reference to it I've heard?

From: Kass, Jonathon (COUNCIL) [mailto:JKass@DCCOUNCIL.US]
Sent: Monday, March 15, 2010 12:34 PM
To: Bottigheimer, Nat
Subject: Question on Bannaker proposal powerpoint

The summary says "brought to the Board not later than Sept 30, 2010". Last page of the presentation says July 2010. Is one of these an error?

Thanks.

Jonathon Kass
Committee on Public Works and Transportation
Councilmember Jim Graham, Chair
Council of the District of Columbia
(202) 724-8152
jkass@dccouncil.us

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012316

CM Graham: www.grahamwone.com
Committee: www.dccouncil.us/publicworksandtransportation

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012317

Doggett, Rosalyn

From: Bottigheimer, Nat
Sent: Monday, March 15, 2010 5:29 PM
To: Doggett, Rosalyn; Goldin, Steven
Cc: Mohsberg, Sid; Wallace, Maria A; Bellamy, Michelle A.
Subject: RE: Question on Bannaker proposal powerpoint

Can you both make sure that all subsequent materials reflect the correct date, please. I have advised Jonathan Kass of the correction already, so he has penned it in.

From: Doggett, Rosalyn
Sent: Monday, March 15, 2010 1:27 PM
To: Goldin, Steven
Cc: Mohsberg, Sid; Wallace, Maria A; Bottigheimer, Nat; Bellamy, Michelle A.
Subject: RE: Question on Bannaker proposal powerpoint

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Cc: Mohsberg, Sid; Wallace, Maria A; Doggett, Rosalyn
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Sent: Monday, March 15, 2010 12:41 PM
To: Bottigheimer, Nat; Doggett, Rosalyn
Subject: Re: Question on Bannaker proposal powerpoint

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From: Bottigheimer, Nat
To: Doggett, Rosalyn; Goldin, Steven
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From: Kass, Jonathon (COUNCIL) [mailto:JKass@DCCOUNCIL.US]
Sent: Monday, March 15, 2010 12:34 PM
To: Bottigheimer, Nat
Subject: Question on Bannaker proposal powerpoint

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Councilmember Jim Graham, Chair
Council of the District of Columbia

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012318

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jkass@dccouncil.us
CM Graham: www.grahamwone.com
Committee: www.dccouncil.us/publicworksandtransportation

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012319

Doggett, Rosalyn

From: Goldin, Steven
Sent: Monday, March 15, 2010 12:53 PM
To: Doggett, Rosalyn
Cc: Mohsberg, Sid
Subject: Fw: Question on Bannaker proposal powerpoint

Roz plz follow up with Sid

From: Bottigheimer, Nat
To: Goldin, Steven
Cc: Mohsberg, Sid; Wallace, Maria A; Doggett, Rosalyn
Sent: Mon Mar 15 12:50:41 2010
Subject: RE: Question on Bannaker proposal powerpoint
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From: Goldin, Steven
Sent: Monday, March 15, 2010 12:41 PM
To: Bottigheimer, Nat; Doggett, Rosalyn
Subject: Re: Question on Bannaker proposal powerpoint

See powerpoint. It's an outside date to xomplete JDA

From: Bottigheimer, Nat
To: Doggett, Rosalyn; Goldin, Steven
Sent: Mon Mar 15 12:36:27 2010
Subject: FW: Question on Bannaker proposal powerpoint
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From: Kass, Jonathon (COUNCIL) [mailto:JKass@DCCOUNCIL.US]
Sent: Monday, March 15, 2010 12:34 PM
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CM Graham: www.grahamwone.com
Committee: www.dccouncil.us/publicworksandtransportation

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012320

Doggett, Rosalyn

From: Bottigheimer, Nat
Sent: Monday, March 15, 2010 12:51 PM
To: Goldin, Steven
Cc: Mohsberg, Sid; Wallace, Maria A; Doggett, Rosalyn
Subject: RE: Question on Bannaker proposal powerpoint

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From: Goldin, Steven
Sent: Monday, March 15, 2010 12:41 PM
To: Bottigheimer, Nat; Doggett, Rosalyn
Subject: Re: Question on Bannaker proposal powerpoint

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From: Bottigheimer, Nat
To: Doggett, Rosalyn; Goldin, Steven
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Subject: FW: Question on Bannaker proposal powerpoint
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To: Bottigheimer, Nat
Subject: Question on Bannaker proposal powerpoint

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Councilmember Jim Graham, Chair
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(202) 724-8152
jkass@dccouncil.us
CM Graham: www.grahamwone.com
Committee: www.dccouncil.us/publicworksandtransportation

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012321

Doggett, Rosalyn

From: Goldin, Steven
Sent: Monday, March 15, 2010 12:41 PM
To: Bottigheimer, Nat; Doggett, Rosalyn
Subject: Re: Question on Bannaker proposal powerpoint

See powerpoint. It's an outside date to xomplete JDA

From: Bottigheimer, Nat
To: Doggett, Rosalyn; Goldin, Steven
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Sent: Monday, March 15, 2010 12:34 PM
To: Bottigheimer, Nat
Subject: Question on Bannaker proposal powerpoint

The summary says "brought to the Board not later than Sept 30, 2010". Last page of the presentation says July 2010. Is one of these an error?

Thanks.

Jonathon Kass
Committee on Public Works and Transportation
Councilmember Jim Graham, Chair
Council of the District of Columbia
(202) 724-8152
jkass@dccouncil.us
CM Graham: www.grahamwone.com
Committee: www.dccouncil.us/publicworksandtransportation

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012322

Doggett, Rosalyn

From: Bottigheimer, Nat
Sent: Monday, March 15, 2010 12:36 PM
To: Doggett, Rosalyn; Goldin, Steven
Subject: FW: Question on Bannaker proposal powerpoint

What is the September 2010 date, that's the first reference to it I've heard?

From: Kass, Jonathon (COUNCIL) [mailto:JKass@DCCOUNCIL.US]
Sent: Monday, March 15, 2010 12:34 PM
To: Bottigheimer, Nat
Subject: Question on Bannaker proposal powerpoint

The summary says "brought to the Board not later than Sept 30, 2010". Last page of the presentation says July 2010. Is one of these an error?

Thanks.

Jonathon Kass
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CM Graham: www.grahamwone.com
Committee: www.dccouncil.us/publicworksandtransportation

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012323

Doggett, Rosalyn

From: Bottigheimer, Nat
Sent: Monday, March 15, 2010 12:35 PM
To: jkass@dccouncil.us
Cc: Pant, Shiva K.; Green, Jennifer A.; Doggett, Rosalyn; Mohsberg, Sid; Goldin, Steven; Sequeira, Loyda
Subject: RE: Transmittal memo to accompany term sheet details and public session powerpoint

We were hoping to circulate materials as soon as we could in response to inquiries we'd received about the status of this project and the materials we intended to present.

From: Kass, Jonathon (COUNCIL) [mailto:JKass@DCCOUNCIL.US]
Sent: Monday, March 15, 2010 12:33 PM
To: Bottigheimer, Nat
Cc: Pant, Shiva K.; Green, Jennifer A.; Doggett, Rosalyn; Mohsberg, Sid; Goldin, Steven; Sequeira, Loyda
Subject: RE: Transmittal memo to accompany term sheet details and public session powerpoint

Thanks Nat. Did I understand correctly that nothing will go to the Board until after the rescheduled meeting with CM Graham this Thursday?

Jonathon Kass
Committee on Public Works and Transportation
Councilmember Jim Graham, Chair
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(202) 724-8152
jkass@dccouncil.us
CM Graham: www.grahamwone.com
Committee: www.dccouncil.us/publicworksandtransportation

From: Bottigheimer, Nat [mailto:NBottigheimer@wmata.com]
Sent: Monday, March 15, 2010 12:30 PM
To: Kass, Jonathon (COUNCIL)
Cc: Pant, Shiva K.; Green, Jennifer A.; Doggett, Rosalyn; Mohsberg, Sid; Goldin, Steven; Sequeira, Loyda
Subject: Transmittal memo to accompany term sheet details and public session powerpoint

Jonathan—

As you requested earlier, attached is a copy of the memo we plan on sending to the Board along with the other materials. We can discuss this in more detail on Thursday.

Best wishes,

Nat

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012324

Doggett, Rosalyn

From: Kass, Jonathon (COUNCIL) [JKass@DCCOUNCIL.US]
Sent: Monday, March 15, 2010 12:33 PM
To: Bottigheimer, Nat
Cc: Pant, Shiva K.; Green, Jennifer A.; Doggett, Rosalyn; Mohsberg, Sid; Goldin, Steven; Sequeira, Loyda
Subject: RE: Transmittal memo to accompany term sheet details and public session powerpoint

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Jonathon Kass
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CM Graham: www.grahamwone.com
Committee: www.dccouncil.us/publicworksandtransportation

From: Bottigheimer, Nat [mailto:NBottigheimer@wmata.com]
Sent: Monday, March 15, 2010 12:30 PM
To: Kass, Jonathon (COUNCIL)
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Jonathan—

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Best wishes,

Nat

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012325

Doggett, Rosalyn

From: noreply+feedproxy@google.com on behalf of Greater Greater Washington [info@ggwash.org]
Sent: Saturday, December 12, 2009 5:03 AM
To: Doggett, Rosalyn
Subject: Greater Greater Washington

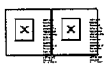
Greater Greater Washington

- Then and Now: 1329 to 1337 Harvard Street, NW
- Directly shape DC transportation policy
- Live chat with Chris Zimmerman
- National Gallery East Wing crumbling from Pei's inflexibility
- ODMPED suddenly very eager to develop Dupont tunnels
- Breakfast links: Senatorial outrage

Then and Now: 1329 to 1337 Harvard Street, NW

Posted: 11 Dec 2009 12:00 PM PST

by **Kent Boese**



The row of homes at 1329 to 1337 Harvard Street, built by C. M. Campbell.

Left: A 1904 image from *A statement of some of the advantages of beautiful Columbia Heights: a neighborhood of homes* (Washington, D.C.: Columbia Heights Citizens' Association, 1904). Right: The row today.

6 comments

Related posts:

Then and Now: 13th and Harvard (Dec 3, 2009)

Then and Now: 1222-1232 Irving Street, NW (Jul 10, 2009)

Then and Now: The Dunbar Hotel (May 22, 2009)

Identity matters: Columbia Heights residents object to "Tivoli North" (Apr 10, 2009)

A glass tower pops out on Harvard Street (Dec 29, 2008)

Directly shape DC transportation policy

Posted: 11 Dec 2009 10:23 AM PST

by **David Alpert**

Want to put what you've learned on Greater Greater Washington into real-world practice? Have 12 hours a week to do some work for the DC Council (but without getting paid)?

> *The Committee on Public Works and Transportation, chaired by Councilmember Jim Graham, is looking for an unpaid intern or volunteer to help conduct policy analysis, do legal research, and support the legislative process on District transportation issues.*
>
> *This Committee has legislative and budget oversight over Metro-WMATA, the District Department of Transportation, and*

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012326

several other agencies.

We need someone who can commit at least 12 hours per week. Work location is flexible, though it would be necessary to come to the Wilson Building at 1350 Pennsylvania Ave for meetings.

This position would be ideal for graduate students looking for substantive experience in local transportation policy and planning.

If you are interested, please send a resume and a paragraph explaining your interest to Jonathon Kass, ***jkass@dccouncil.us.***

You not only get to dig into important policies, you get to work with the terrific Jonathon Kass, one of DC's best and most important advocates for good transportation policy. You can assist someone who shares your goals and focus on the policy issues of transportation instead of dealing with the politics.

2 comments

Related posts:

Live chat: Jim Graham, Wednesday at noon (Mar 23, 2009)

What would you ask WMATA officials? (Mar 9, 2009)

New Council structure announced; Wells joins key committee (Dec 24, 2008)

Support the Bicycle Safety Enhancement Act (Nov 13, 2008)

Klingle: sign up today to testify (May 6, 2008)

Live chat with Chris Zimmerman

Posted: 11 Dec 2009 08:50 AM PST

by **Michael Perkins**

Welcome to our live chat with Chris Zimmerman, member of the WMATA Board, Arlington County board, Northern Virginia Transportation Authority, and more.

Greater Greater Washington Live Chat: Chris Zimmerman (12/11/2009)

Close

12:53 David Alpert:
Welcome to our live chat with Chris Zimmerman. Mr. Zimmerman will be joining us around 1:00. Feel free to submit your questions in the meantime.
Friday December 11, 2009 12:53 David Alpert

12:53 David Alpert:
They've added the feature to log in with Facebook or Twitter, so if you'd like to try that, go ahead. You can also tweet your questions using the hashtag #ggwashlive.
Friday December 11, 2009 12:53 David Alpert

1:00 Michael Perkins:
Welcome to our live chat with Chris Zimmerman, Arlington County Board Member and Member of the Metro Board of Directors. He's here to talk to us today about Metro's over $170M budget gap.
Friday December 11, 2009 1:00 Michael Perkins

1:00 Michael Perkins:
Thanks for joining us, Chris.
Friday December 11, 2009 1:00 Michael Perkins

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012327

1:00 CZ:
Thank you.

Friday December 11, 2009 1:00 CZ

1:00 Michael Perkins:
So before we start on reader questions, let's talk about the budget gap. Why are we here today with such a large deficit?

Friday December 11, 2009 1:00 Michael Perkins

1:02 CZ:
Expenses up, revenues down — the former for a variety of reasons, but mostly compensation costs and paratransit growth; the latter because of falling ridership.

Friday December 11, 2009 1:02 CZ

1:02 Michael Perkins:
There are a lot of folks that think the falling ridership is due to Metro's recent accidents and a perception of poor service, to what extent might that be the cause?

Friday December 11, 2009 1:02 Michael Perkins

1:03 CZ:
And of course, costs from the June 22 accident.

Friday December 11, 2009 1:03 CZ

1:03 CZ:
Falling ridership is mostly due to the economy.

Friday December 11, 2009 1:03 CZ

1:04 CZ:
Car travel has been falling for even longer, transit ridership continued to grow for months into the recession, but eventually it had to catch up, and it has.

Friday December 11, 2009 1:04 CZ

1:04 CZ:
When you have, for instance, double digit unemployment in the District, bus ridership is going to fall, and it has.

Friday December 11, 2009 1:04 CZ

1:04 Michael Perkins:
Is there a way for us to tell how many might be avoiding it for the other reasons?

Friday December 11, 2009 1:04 Michael Perkins

1:05 CZ:
I suppose one could survey.

Friday December 11, 2009 1:05 CZ

1:06 CZ:
I will say this: If the budget situation forces significant cutbacks in service, you will see ridership suffer further.

Friday December 11, 2009 1:06 CZ

1:06 Michael Perkins:
Ok, so what about other forms of revenue. You have some pretty strong opinions about advertising revenue, which some people think Metro should explore doing more of.

Friday December 11, 2009 1:06 Michael Perkins

1:07 CZ:
We have explored many options for advertising over the past 5-6 years — and implemented quite a few of them. The problem is a) there's just not that much revenue to be had in advertising, and b) right now the market for advertising is lousy (there's that recession again).

Friday December 11, 2009 1:07 CZ

1:08 Michael Perkins:
And are there other opportunities for revenue like vendor sales in stations or just outside? Could that raise much revenue?

Friday December 11, 2009 1:08 Michael Perkins

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012328

the space? I think the arts space would be terrific, and should get one of the two tunnels. Several of you also suggested **a bike station** in the past. If ODMPED wanted to link development to achieving some of DC's sustainability goals, it could ask a private institution using one tunnel to reserve space and one of the stairways for a bike station.

One of the two tunnels. Image from Hunt Laudi Studio.

16 comments

Related posts:

Artists still waiting to revitalize Dupont Underground (Oct 19, 2009)

TDM strategies help reduce car dependence (Dec 4, 2008)

Arts groups trying to re-open Dupont's underground tunnels (Sep 12, 2008)

Dupont's 18th Street next for reconstruction (May 16, 2008)

Dupont ANC should give great thought to deserve great weight (Apr 10, 2008)

Breakfast links: Senatorial outrage

Posted: 11 Dec 2009 05:19 AM PST

Photo by KentonNgo.

by **David Alpert**

Mikulski wants a change: Senator Barbara Mikulski (D-MD) **lambasted Metro management** for safety and oversight problems at a Senate hearing yesterday. In response, Jim Graham announced that a management shake-up is coming soon. Can Mikulski next please get mad about all the seniors getting killed by cars and insist that regional DOTs do something? (Post)

Coburn "doesn't get bikes": In strongly-worded language, a blogger lambastes Senator Tom Coburn (R-OK) for his constant diatribes against spending stimulus dollars on anything that makes biking and walking safer. That wouldn't be unusual, except **that blogger is Ray LaHood**, US Transportation Secretary. (Fast Lane)

Not enough time for peds and drivers: DDOT added a pedestrian crossing at New York Avenue and Bladensburg Road, but **the change created big traffic jams**. DDOT will tweak the timing to try to improve things. (Post, Joey) Any ideas? Some **WTOP commenters** suggest a button-actuated signal.

How about an app for that: Scientists **derived the formula** for exactly how long a parallel parking space needs to be for you to fit. Drivers probably can't do the multiple square roots in their heads, though. (Telegraph)

Ticket yourself: Ruth Samuelson is on the case of a parking enforcement officer **caught parking in a bike lane**. (Housing Complex)

Bike into the office: New York's bikes in buildings law **goes into effect today**. Any building with a freight elevator has to let employees bring bikes into the building. Let's bring the law to DC too. (NY Times)

Have a tip for the links? **Submit it here**.

11 comments

Related posts:

Mikulski fiddles with car tax credits while transit burns (Apr 13, 2009)

11th Street bridges, part 3: The New York Avenue trade (Feb 26, 2009)

Council passes fine for blocking bike lane (Sep 16, 2008)

DDOT suggests cutting 395 to Mass Ave (Jun 26, 2008)

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012329

Doggett, Rosalyn

From: Yohance (EOM) Fuller [yohance.fuller@dc.gov]
Sent: Monday, November 09, 2009 2:28 PM
To: okarim@bannekerventures.com; jkass@dccouncil.us; jhagner@wcsr.com; Bottigheimer, Nat
Cc: Neil.Albert@dc.gov; Doggett, Rosalyn; O'Keeffe, Carol B.; Goldin, Steven
Subject: RE: Shaw-Howard Florida Avenue Joint Development Project

Nat et al.,

Thanks for sending over the additional material. I think it effectively summarizes the critical deal points. Neil is unfortunately out of town for the rest of the week, but I will coordinate with him once he returns. Specifically, to discuss the District's rationale on timing of this project.

In the mean time, can you please detail the next steps for getting this project in front of the committee and/or board? Outside of the District's rationale, are there any other deliverables, milestones, etc. that need to be produced in order to bring this before the board again. I assume that we are trying to get this on the agenda for November's Board meeting? Please advise.

Thanks for all your hard work thus far.

Yohance

From: Bottigheimer, Nat [mailto:NBottigheimer@wmata.com]
Sent: Sunday, November 08, 2009 4:26 PM
To: okarim@bannekerventures.com; jhagner@wcsr.com; Fuller, Yohance (EOM); Kass, Jonathon (COUNCIL)
Cc: Goldin, Steven; Doggett, Rosalyn; O'Keeffe, Carol B.; Bottigheimer, Nat
Subject: FW: Shaw-Howard Florida Avenue Joint Development Project

Omar et al--

fyi, this is the material that went out to the Board on Friday afternoon. I will be contacting Board members this week to ask them if they have follow-up questions that we can answer.

The materials sent out establish that the expected revenue stream for the transaction exceeds the current appraised value. We may receive questions about the details of the value to Metro of this deal, but I don't think these questions are the most important to address for the Board to feel comfortable acting on this.

The question that will most directly confront Board members -- in my view -- is the question of timing. Why should the Board approve this deal in this market, when in a few years the value of the land may significantly increase relative to today's value?

This timing question will, again in my view, require input from the District that Metro staff can not speak to as well as District representatives. For example, what is the policy imperative of moving forward at this time rather than in a few years? It is certainly the case that this property does not support an attractive streetscape at Florida and 9th, and eyesore properties can depress markets and slow revitalization. There may also be local economic development momentum that this project would help sustain. However, these are items that, as I said, District representatives can speak most strongly to in addressing the timing question with their Board colleagues.

I hope this information is helpful.

Best wishes,

Nat

From: Catoe, John B.
Sent: Friday, November 06, 2009 5:12 PM
To: agiancol@naco.org; catherine.hudgins@fairfaxcounty.gov; cz.arl@verizon.net; czimmerman@arlingtonva.us; ehewlett@shhpa.com; jeff.mckay@fairfaxcounty.gov; jim@grahamwone.com; linton_200@msn.com; mbrown@dccouncil.us; Neil.Albert@dc.gov; nomolos@verizon.net; peter.metro@verizon.net; Sequeira, Loyda; william.euille@alexandriava.gov; wmeuille@wdeuille.com
Cc: Bottigheimer, Nat; Green, Jennifer A.; Pant, Shiva K.; Sequeira, Loyda
Subject: Shaw-Howard Florida Avenue Joint Development Project

Dear Chairman and Members of the Board:

Attached is a memo that responds to the Planning, Development and Real Estate committee executive session request for information relative to the value of the Shaw-Howard Florida Avenue joint development project.

Please let me know if you have additional questions.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012330

John

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Jonathon (COUNCIL) Kass [JKass@DCCOUNCIL.US]
Sent: Wednesday, November 04, 2009 11:27 AM
To: okarim@bannekerventures.com; Yohance S. Fuller; Bottigheimer, Nat; Goldin, Steven
Cc: aives@bannekerventures.com; mmckinney@bannekerventures.com; thicks@bannekerventures.com; Neil.Albert@dc.gov; Doggett, Rosalyn; JHagner@wcsr.com; O'Keeffe, Carol B.; Montague, Joshua W.
Subject: RE: Shaw-Howard/Florida Avenue Term Sheet - Recap

CM Graham has spoken to Mr. Albert about this.

Thanks,

Jonathon Kass
Committee on Public Works and Transportation
Councilmember Jim Graham, Chair
Council of the District of Columbia
(202) 724-8152
jkass@dccouncil.us
CM Graham: www.grahamwone.com
Committee: www.dccouncil.us/publicworksandtransportation

From: Fuller, Yohance (EOM) [mailto:yohance.fuller@dc.gov]
Sent: Wednesday, November 04, 2009 11:04 AM
To: okarim@bannekerventures.com; nbottigheimer@wmata.com; sgoldin@wmata.com
Cc: aives@bannekerventures.com; mmckinney@bannekerventures.com; thicks@bannekerventures.com; Albert, Neil (DMPED); JHagner@wcsr.com; cokeeffe@wmata.com; jwmontague@wmata.com; RDoggett@wmata.com; Kass, Jonathon (COUNCIL)
Subject: Re: Shaw-Howard/Florida Avenue Term Sheet - Recap

Lease terms will be 75 year with 24 year option.

Jonathon - will you please verify this with Board Member Graham and respond to the group?

Thanks.

From: Omar A. Karim <okarim@bannekerventures.com>
To: 'Bottigheimer, Nat' <NBottigheimer@wmata.com>; 'Goldin, Steven' <sgoldin@wmata.com>
Cc: aives@bannekerventures.com <aives@bannekerventures.com>; mmckinney@bannekerventures.com <mmckinney@bannekerventures.com>; 'Tiwana Hicks' <thicks@bannekerventures.com>; Albert, Neil (EOM); Fuller, Yohance (EOM); 'John Hagner' <JHagner@wcsr.com>; 'O'Keeffe, Carol B.' <cokeeffe@wmata.com>; 'Montague, Joshua W' <jwmontague@wmata.com>; 'Doggett, Rosalyn' <RDoggett@wmata.com>; Kass, Jonathon (COUNCIL)
Sent: Wed Nov 04 10:51:56 2009
Subject: RE: Shaw-Howard/Florida Avenue Term Sheet - Recap

Nat,

Thanks for the information. We appreciate it. As previously discussed, the conversation that Mr. Graham and I had was to go from a sale to a 99 year flat lease. In the worst economy in more than 50 years, as a Joint Development Deal, having terms that would allow WMATA's development partner to secure as flexible financing on an on-going basis would be the most beneficial use to all parties involved, including WMATA as a participant in annual cash flow as well as Capital Events. A 60 year base lease would reduce the value of the deal since we are using HUD financing which is a 40 year term plus a requirement that any lease have at least 10 years beyond the loan term. Thus, under a 60 year lease, we would be prohibited from re-financing the project in just 10 years from now, which is a great detriment to the project. As a compromise, we would be prepared to enter into a 75 yr + 24 year option. Would this be acceptable to you?

Omar

From: Bottigheimer, Nat [mailto:NBottigheimer@wmata.com]
Sent: Wednesday, November 04, 2009 10:30 AM
To: Omar A. Karim; Goldin, Steven
Cc: aives@bannekerventures.com; mmckinney@bannekerventures.com; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; 'John Hagner'; O'Keeffe, Carol B.; Montague, Joshua W.; Doggett, Rosalyn; jkass@dccouncil.us

FOIA CONFIDENTIAL TREATMENT REQUESTED

Subject: RE: Shaw-Howard/Florida Avenue Term Sheet - Recap
Importance: High

Regarding the lease term, and a question from Mr. Albert about the feasibility of lease terms other than 99 years, I'm attaching a list of examples of long-term leases that include a base term of less than 99 years plus option periods.

Ballston	60+39
Bethesda	50+49
Dupont Circle	50+49
Dunn Loring	20+(4) 10
Farragut	50+49
Friendship Heights	30+multiple 30
1400 Eye	50+49
Metro Center	58+41
Prince Georges Plaza	59+40
Van Ness	50+49
White Flint	55+20+20

Thanks very much,

Nat

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, November 03, 2009 10:45 PM
To: Goldin, Steven
Cc: aives@bannekerventures.com; mmckinney@bannekerventures.com; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; Bottigheimer, Nat; 'John Hagner'; O'Keeffe, Carol B.; Montague, Joshua W.; Doggett, Rosalyn
Subject: Shaw-Howard/Florida Avenue Term Sheet - Recap
Importance: High

Steve,

Thank you for reaching out this evening. Per your request, this email serves as a recap of our discussion:

Agreed to Items:

1. Co-tenancy Agreement – John Hagner and the Developers spoke this evening and we are in agreement with the terms of the conversation that John had with Carol this afternoon. John will send over an updated Term Sheet tomorrow by noon with these changes, along with the ones below as well.
2. $100,000 Expense Credit from going to Lease from Sale – The Developer will provide further back-up for our legal bills with the days and amount of time on the bills being shown but not the confidential description of the work as this is attorney-client privilege.

Open Issues:

3. Guarantee – Developer proposes $1.5M.
4. Capital Event Participation – Developer proposes that WMATA receive 1.5% of gross proceeds; this is a change from the 20% IRR that Developer was to receive previously before WMATA would begin sharing in the proceeds.
5. Term of Lease – Developer proposes 99 year straight lease as this is what was agreed to between the Developer and Mr. Graham in order to go from a sale to a lease. Discussions to be held with Mr. Graham in the morning to finalize term.

We look forward to finalizing these few issues by noon or 1pm (ET) tomorrow.

Have a great night.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012333

Doggett, Rosalyn

From: Yohance (EOM) Fuller [yohance.fuller@dc.gov]
Sent: Wednesday, November 04, 2009 11:04 AM
To: okarim@bannekerventures.com; Bottigheimer, Nat; Goldin, Steven
Cc: aives@bannekerventures.com; mmckinney@bannekerventures.com; thicks@bannekerventures.com; Neil.Albert@dc.gov; jkass@dccouncil.us; Doggett, Rosalyn; JHagner@wcsr.com; O'Keeffe, Carol B.; Montague, Joshua W.
Subject: Re: Shaw-Howard/Florida Avenue Term Sheet - Recap

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To: 'Bottigheimer, Nat' <NBottigheimer@wmata.com>; 'Goldin, Steven' <sgoldin@wmata.com>
Cc: aives@bannekerventures.com <aives@bannekerventures.com>; mmckinney@bannekerventures.com <mmckinney@bannekerventures.com>; 'Tiwana Hicks' <thicks@bannekerventures.com>; Albert, Neil (EOM); Fuller, Yohance (EOM); 'John Hagner' <JHagner@wcsr.com>; 'O'Keeffe, Carol B.' <cokeeffe@wmata.com>; 'Montague, Joshua W.' <jwmontague@wmata.com>; 'Doggett, Rosalyn' <RDoggett@wmata.com>; Kass, Jonathon (COUNCIL)
Sent: Wed Nov 04 10:51:56 2009
Subject: RE: Shaw-Howard/Florida Avenue Term Sheet - Recap

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Cc: aives@bannekerventures.com; mmckinney@bannekerventures.com; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; 'John Hagner'; O'Keeffe, Carol B.; Montague, Joshua W.; Doggett, Rosalyn; jkass@dccouncil.us
Subject: RE: Shaw-Howard/Florida Avenue Term Sheet - Recap
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Farragut	50+49
Friendship Heights	30+multiple 30
1400 Eye	50+49
Metro Center	58+41
Prince Georges Plaza	59+40
Van Ness	50+49
White Flint	55+20+20

Thanks very much,

Nat

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, November 03, 2009 10:45 PM

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012334

To: Goldin, Steven
Cc: aives@bannekerventures.com; mmckinney@bannekerventures.com; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; Bottigheimer, Nat; 'John Hagner'; O'Keeffe, Carol B.; Montague, Joshua W.; Doggett, Rosalyn
Subject: Shaw-Howard/Florida Avenue Term Sheet - Recap
Importance: High

Steve,

Thank you for reaching out this evening. Per your request, this email serves as a recap of our discussion:

Agreed to Items:

1. Co-tenancy Agreement – John Hagner and the Developers spoke this evening and we are in agreement with the terms of the conversation that John had with Carol this afternoon. John will send over an updated Term Sheet tomorrow by noon with these changes, along with the ones below as well.
2. $100,000 Expense Credit from going to Lease from Sale – The Developer will provide further back-up for our legal bills with the days and amount of time on the bills being shown but not the confidential description of the work as this is attorney-client privilege.

Open Issues:

3. Guarantee – Developer proposes $1.5M.
4. Capital Event Participation – Developer proposes that WMATA receive 1.5% of gross proceeds; this is a change from the 20% IRR that Developer was to receive previously before WMATA would begin sharing in the proceeds.
5. Term of Lease – Developer proposes 99 year straight lease as this is what was agreed to between the Developer and Mr. Graham in order to go from a sale to a lease. Discussions to be held with Mr. Graham in the morning to finalize term.

We look forward to finalizing these few issues by noon or 1pm (ET) tomorrow.

Have a great night.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Bottigheimer, Nat
Sent: Tuesday, November 03, 2009 2:25 PM
To: Lawson, Arthuro V.; O'Keeffe, Carol B.; Goldin, Steven; Montague, Joshua W.; Doggett, Rosalyn; Meister, Mark K.
Subject: FW: Howard-Shaw/Florida Avenue Back-up Documents
Attachments: Womble Carlyle Sandridge & Rice PLLC Expenses (Sept and Oct 09).pdf; Torti Gallas and Partners Expenses (Sept and Oct 09).pdf; Holland & Knight LLP Expenses (Sept and Oct 09).pdf; Jazz at Florida Avenue - Developer Staff Payroll Allocated to Change of Deal (Sept and Oct 09).pdf
Importance: High

From: Jonathon (COUNCIL) Kass [mailto:JKass@DCCOUNCIL.US]
Sent: Tuesday, November 03, 2009 2:16 PM
To: Yohance S. Fuller; Bottigheimer, Nat
Subject: FW: Howard-Shaw/Florida Avenue Back-up Documents
Importance: High

CM Graham is seeking documentation for $100K specifically associated with the change of the deal from sale to lease.

Can Mr. Karim provide that?

Jonathon Kass
Committee on Public Works and Transportation
Councilmember Jim Graham, Chair
Council of the District of Columbia
(202) 724-8152
jkass@dccouncil.us
CM Graham: www.grahamwone.com
Committee: www.dccouncil.us/publicworksandtransportation

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, November 03, 2009 1:58 PM
To: 'Bottigheimer, Nat'
Cc: Fuller, Yohance (DMPED); Kass, Jonathon (COUNCIL); 'Tiwana Hicks'
Subject: Howard-Shaw/Florida Avenue Back-up Documents
Importance: High

Nat,

As promised, attached please find the back-up documentation supporting the $100,000 in expense credit in connection with the change of the deal from a sale to a lease. Although there are other expenses that we incurred, because we agreed with only a $100k credit, we are only forwarding up to this amount. Please contact me with any questions.

Thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012336

Doggett, Rosalyn

From: Goldin, Steven
Sent: Monday, November 02, 2009 6:25 PM
To: Montague, Joshua W.; Bottigheimer, Nat; Doggett, Rosalyn
Cc: O'Keeffe, Carol B.; Heppen, Bruce P.
Subject: Re: Florida Avenue

I asked omar for documentation of the 100k reduction last week and never rec'd it. Matters not to me whether it comes from security dep or cap lease pmt reduction

---

From: Montague, Joshua W.
To: Bottigheimer, Nat; Goldin, Steven; Doggett, Rosalyn
Cc: O'Keeffe, Carol B.; Heppen, Bruce P.
Sent: Mon Nov 02 18:12:38 2009
Subject: FW: Florida Avenue
I just spoke with Omar Karim. He will be sending over the revised Term Sheet for our review momentarily.

He told me that the $100,00 reduction in the security deposit should actually be a reduction in the Capitalized Lease Payment. Again, according to Mr. Karim, this is what Mr. Catoe and Mr. Graham and he agreed to.

The below email would seem to indicate differently. Can we confirm this issue also?

Whether it is a payment or deposit reduction, do we have the documentation of the costs that Mr. Kass is referring to?

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority
600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

The information contained in this email may be confidential and/or legally privileged. It has been sent for the sole use of the intended recipient(s). If the reader of this message is not an intended recipient, you are hereby notified that any unauthorized review, use, disclosure, dissemination, distribution, or copying of this communication, or any of its contents, is strictly prohibited. If you have received this communication in error, please contact the sender by reply email and destroy all copies of the original message.

From: Jonathon (COUNCIL) Kass [mailto:JKass@DCCOUNCIL.US]
Sent: Thursday, October 22, 2009 4:06 PM
To: Maurice"Perry; 'Omar A. Karim'; Yohance S. Fuller; Montague, Joshua W.; John' 'Hagner; Marshall, Malcolm; Doggett, Rosalyn; Goldin, Steven
Cc: O'Keeffe, Carol B.; Moneme, Emeka; Catoe, John B.; Bottigheimer, Nat; Pant, Shiva K.
Subject: RE: Florida Avenue

Thanks Steve.

CM Graham agrees that staff should be preparing a term sheet to be taken up by the full Board in two weeks.

He's OK with removing the provision dealing with reversion of the property since we're back to a lease arrangement.

He expects that there would be some documentation of the $100,000 costs leading to the reduction in security deposit.

Generally, he does not think it's appropriate for him to be involved in negotiating the terms.

Jonathon Kass
Committee on Public Works and Transportation
Councilmember Jim Graham, Chair
Council of the District of Columbia
(202) 724-8152
jkass@dccouncil.us
CM Graham: www.grahamwone.com
Committee: www.dccouncil.us/publicworksandtransportation

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012337

From: Goldin, Steven [mailto:sgoldin@wmata.com]
Sent: Thursday, October 22, 2009 3:20 PM
To: Goldin, Steven; 'Omar A. Karim'; John' 'Hagner; Maurice' 'Perry; Kass, Jonathon (COUNCIL); Fuller, Yohance (DMPED); Doggett, Rosalyn; Marshall, Malcolm; Montague, Joshua W.
Cc: Catoe, John B.; Pant, Shiva K.; O'Keeffe, Carol B.; Moneme, Emeka; Bottigheimer, Nat
Subject: RE: Florida Avenue

Additionally, as per Board direction, there will be a $100,000 reduction in the amount of the security deposit required

We are awaiting clarification on whether there will be a reversion clause included

---

From: Goldin, Steven
Sent: Thursday, October 22, 2009 3:08 PM
To: 'Omar A. Karim'; John' 'Hagner; Maurice' 'Perry; jkass@dccouncil.us; Yohance S. Fuller; Doggett, Rosalyn; Marshall, Malcolm; Montague, Joshua W.
Cc: Catoe, John B.; Pant, Shiva K.; O'Keeffe, Carol B.; Moneme, Emeka; Bottigheimer, Nat; Sequeira, Loyda; Meister, Mark K.; Mohsberg, Sid; Wallace, Maria A
Subject: Florida Avenue

To All:

As per direction from our Board, we are proceeding with preparing a term sheet for the lease of our property. The matter is to be taken up by the full Board in a special meeting in two weeks.

The lease will be as it was when a lease was first discussed (prior to my arrival): a capitalized payment at closing, an annual % participation in net operating income and a % participation upon various capital events (refinance, sale, etc). My understanding is that the participations had been 1.5% and 10% respectively.

By way of this e-mail, I am asking the following actions to be taken:

Omar: Please advise whether you as the developer are in agreement

Maurice: Please advise whether Bank of America CDC is in agreement

Jonathon: Please confirm that Chairman Graham is in agreement

Yohance: Please Confirm that Mr. Albert is in agreement

Roz/Malcolm: Please call Richard Harps and explain that we need the updated appraisal in hand by 10/30. Please initiate a new BAIS.

Josh/John: Please revise the term sheet to reflect the lease and discuss the co-tenancy agreement

Steven E. Goldin
Director, Station Area Planning & Asset Management
Washington Metropolitan Area Transit Authority
sgoldin@wmata.com
202-962-2616

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012338

Doggett, Rosalyn

From: Montague, Joshua W.
Sent: Monday, November 02, 2009 6:13 PM
To: Bottigheimer, Nat; Goldin, Steven; Doggett, Rosalyn
Cc: O'Keeffe, Carol B.; Heppen, Bruce P.
Subject: FW: Florida Avenue

I just spoke with Omar Karim. He will be sending over the revised Term Sheet for our review momentarily.

He told me that the $100,00 reduction in the security deposit should actually be a reduction in the Capitalized Lease Payment. Again, according to Mr. Karim, this is what Mr. Catoe and Mr. Graham and he agreed to.

The below email would seem to indicate differently. Can we confirm this issue also?

Whether it is a payment or deposit reduction, do we have the documentation of the costs that Mr. Kass is referring to?

Sincerely,

Josh Montague

Assistant General Counsel
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600 Fifth Street, N.W.
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phone: (202) 962-1275

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From: Jonathon (COUNCIL) Kass [mailto:JKass@DCCOUNCIL.US]
Sent: Thursday, October 22, 2009 4:06 PM
To: Maurice"Perry; 'Omar A. Karim'; Yohance S. Fuller; Montague, Joshua W.; John' 'Hagner; Marshall, Malcolm; Doggett, Rosalyn; Goldin, Steven
Cc: O'Keeffe, Carol B.; Moneme, Emeka; Catoe, John B.; Bottigheimer, Nat; Pant, Shiva K.
Subject: RE: Florida Avenue

Thanks Steve.

CM Graham agrees that staff should be preparing a term sheet to be taken up by the full Board in two weeks.

He's OK with removing the provision dealing with reversion of the property since we're back to a lease arrangement.

He expects that there would be some documentation of the $100,000 costs leading to the reduction in security deposit.

Generally, he does not think it's appropriate for him to be involved in negotiating the terms.

Jonathon Kass
Committee on Public Works and Transportation
Councilmember Jim Graham, Chair
Council of the District of Columbia
(202) 724-8152
jkass@dccouncil.us
CM Graham: www.grahamwone.com
Committee: www.dccouncil.us/publicworksandtransportation

From: Goldin, Steven [mailto:sgoldin@wmata.com]
Sent: Thursday, October 22, 2009 3:20 PM
To: Goldin, Steven; 'Omar A. Karim'; John' 'Hagner; Maurice' 'Perry; Kass, Jonathon (COUNCIL); Fuller, Yohance (DMPED); Doggett, Rosalyn; Marshall, Malcolm; Montague, Joshua W.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012339

Cc: Catoe, John B.; Pant, Shiva K.; O'Keeffe, Carol B.; Moneme, Emeka; Bottigheimer, Nat
Subject: RE: Florida Avenue

Additionally, as per Board direction, there will be a $100,000 reduction in the amount of the security deposit required

We are awaiting clarification on whether there will be a reversion clause included

---

From: Goldin, Steven
Sent: Thursday, October 22, 2009 3:08 PM
To: 'Omar A. Karim'; John' 'Hagner; Maurice' 'Perry; jkass@dccouncil.us; Yohance S. Fuller; Doggett, Rosalyn; Marshall, Malcolm; Montague, Joshua W.
Cc: Catoe, John B.; Pant, Shiva K.; O'Keeffe, Carol B.; Moneme, Emeka; Bottigheimer, Nat; Sequeira, Loyda; Meister, Mark K.; Mohsberg, Sid; Wallace, Maria A
Subject: Florida Avenue

To All:

As per direction from our Board, we are proceeding with preparing a term sheet for the lease of our property. The matter is to be taken up by the full Board in a special meeting in two weeks.

The lease will be as it was when a lease was first discussed (prior to my arrival): a capitalized payment at closing, an annual % participation in net operating income and a % participation upon various capital events (refinance, sale, etc). My understanding is that the participations had been 1.5% and 10% respectively.

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Yohance: Please Confirm that Mr. Albert is in agreement

Roz/Malcolm: Please call Richard Harps and explain that we need the updated appraisal in hand by 10/30. Please initiate a new BAIS.

Josh/John: Please revise the term sheet to reflect the lease and discuss the co-tenancy agreement

Steven E. Goldin
Director, Station Area Planning & Asset Management
Washington Metropolitan Area Transit Authority
sgoldin@wmata.com
202-962-2616

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012340

Doggett, Rosalyn

From: Yohance (EOM) Fuller [yohance.fuller@dc.gov]
Sent: Wednesday, October 28, 2009 4:30 PM
To: Bottigheimer, Nat
Cc: jkass@dccouncil.us; Doggett, Rosalyn; O'Keeffe, Carol B.; Requa, Jack; Montague, Joshua W.; Marshall, Malcolm; Goldin, Steven
Subject: RE: Short answers to Fl Ave questions

Nat,

Thanks for the update. If you could, please provide me with a bulleted list of what milestones need to occur so the developer can begin construction. Our primary concern is that the development team begins construction ASAP, as they are at risk of losing their LIHTC financing if a percentage of the project is not completed at a date certain.

Regards,

Yohance

-----Original Message-----
From: Bottigheimer, Nat [mailto:NBottigheimer@wmata.com]
Sent: Wednesday, October 28, 2009 3:50 PM
To: Fuller, Yohance (EOM)
Cc: Goldin, Steven; Doggett, Rosalyn; Montague, Joshua W.; Kass, Jonathon (COUNCIL); Requa, Jack; Marshall, Malcolm; O'Keeffe, Carol B.
Subject: Short answers to Fl Ave questions

To be followed by a more complete response later this afternoon from Roz. Before closing, we would need

A final lease agreement - this has been partially negotiated, but stalled when we went to sale approach. This would include terms related to composition of team and their strength

CCRs - I think Omar has these from us, we but don't have a response

Survey - We need this from Omar; we would have needed this to close for a sale, too.

Right of Entry agreement

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Jonathon (COUNCIL) Kass [JKass@DCCOUNCIL.US]
Sent: Thursday, October 22, 2009 4:06 PM
To: Maurice"Perry; 'Omar A. Karim'; Yohance S. Fuller; Doggett, Rosalyn; John' 'Hagner; Montague, Joshua W.; Marshall, Malcolm; Goldin, Steven
Cc: O'Keeffe, Carol B.; Moneme, Emeka; Catoe, John B.; Bottigheimer, Nat; Pant, Shiva K.
Subject: RE: Florida Avenue

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Sent: Thursday, October 22, 2009 3:20 PM
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Cc: Catoe, John B.; Pant, Shiva K.; O'Keeffe, Carol B.; Moneme, Emeka; Bottigheimer, Nat
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Cc: Catoe, John B.; Pant, Shiva K.; O'Keeffe, Carol B.; Moneme, Emeka; Bottigheimer, Nat; Sequeira, Loyda; Meister, Mark K.; Mohsberg, Sid; Wallace, Maria A
Subject: Florida Avenue

To All:

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Yohance: Please Confirm that Mr. Albert is in agreement

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012342

Roz/Malcolm: Please call Richard Harps and explain that we need the updated appraisal in hand by 10/30. Please initiate a new BAIS.

Josh/John: Please revise the term sheet to reflect the lease and discuss the co-tenancy agreement

Steven E. Goldin
Director, Station Area Planning & Asset Management
Washington Metropolitan Area Transit Authority
sgoldin@wmata.com
202-962-2616

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012343

Doggett, Rosalyn

From: Meister, Mark K.
Sent: Thursday, October 15, 2009 11:22 AM
To: SAAM; Wyner, Jonathan S.
Subject: FW: Metro News Clips - Thursday, October 15, 2009
Attachments: voices.washingtonpost1.pdf; myfoxdc2.pdf; wusa9.com3.pdf; georgetownvoice4.pdf; georgetownvoice5.pdf

---

From: Taubenkibel, Steven
Sent: Thursday, October 15, 2009 11:09 AM
To: Taubenkibel, Steven
Subject: Metro News Clips - Thursday, October 15, 2009

To all:

Metro News

1) Get There Blog: Metro Invites Public To DC Forum, http://voices.washingtonpost.com/getthere/2009/10/metro_invites_public_to_forum.html Washington Post, October 15, 2009

2) Metro Drivers' Union Urges Safety Moves, http://www.myfoxdc.com/dpp/news/local/101409_metro_drivers_union_urges_safety_moves WTTG TV 5 October 14

3) Metro Union Could Slow Commutes On Bus And Trains, http://www.wusa9.com/rss/local_article.aspx?storyid=92344 WUSA TV 9 October 14

4) Come On Ride The Train: hike Gas Taxes, Fix WMATA, http://www.georgetownvoice.com/2009/10/15/come-on-ride-the-train-hike-gas-taxes-fix-wmata/ Georgetown Voice, October 15, 2009

5) New Rosslyn Circulator Considered, http://www.georgetownvoice.com/2009/10/15/new-rosslyn-circulator-considered/ Georgetown Voice, October 15, 2009

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012344

Doggett, Rosalyn Georgia Florida Ave from RPD

From: Doggett, Rosalyn
Sent: Wednesday, January 07, 2009 2:06 PM
To: Washington, Joel R.
Cc: Malasky, Gary; Montague, Joshua W.; Welch, Kermit A.; Burns, Bob
Subject: Fwd: WBJ Article on Development Projects
Attachments: WBJ Article on Development Projects.txt

various of our projects are cited

Rosalyn P. Doggett
Washington Metropolitan Area Transit Authority 600 Fifth St, NW Washington, DC 20001
Phone: 202 962 2208
Fax: 202 962 2396
rdoggett@wmata.com

>>> Tariq Bushnaq 1/7/2009 12:09 PM >>>
fyi

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012345

Doggett, Rosalyn

From: Washington, Joel R.
Sent: Wednesday, January 07, 2009 12:50 PM
To: Chisholm, Ann; Lawson, Arthuro V.
Cc: Scales, Phillip; Doggett, Rosalyn
Subject: Description and Status of JD projects in Dc
Attachments: JD.Projects.Washington, DC.December.2008.wpd; Status of JD Projects in DC_revised 1_07_09.doc

I need to check on the Union Station-North connection agreement, it currently shows that the agreement is pending. It may be signed or it may have been abandoned, Ii need Philip Scales to verify the status.

Joel

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012346

Doggett, Rosalyn

From: Bushnaq, Tariq
Sent: Wednesday, January 07, 2009 12:09 PM
To: Welch, Kermit A.; Doggett, Rosalyn
Subject: Fwd: WBJ Article on Development Projects
Attachments: WBJ Article on Development Projects.txt

fyi

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012347

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, January 07, 2009 10:38 AM
To: Chisholm, Ann
Cc: Washington, Joel R.
Subject: DC Projects update
Attachments: JD.Projects.Washington, DC.Feb.2007.pdf; Status of Current DC JD Projects_1-08 rev.doc; Status of Current Projects 8A revised 11_04_08.doc

Sensitivity: Private

Ann, here are three files I have been able to locate.
1. Table of projects from 2/07
2. DC projects status report from 1/08 (some overlap with 1) 3. FTA quarterly report 11/08 which includes updated info for DC projects in file 2

Give me a call on how you would like to display the info and I will work on it with Shariyka. Thanks

Rosalyn P. Doggett
Washington Metropolitan Area Transit Authority 600 Fifth St, NW Washington, DC 20001
Phone: 202 962 2208
Fax: 202 962 2396
rdoggett@wmata.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012348

Doggett, Rosalyn

From: Montague, Joshua W.
Sent: Wednesday, January 07, 2009 9:24 AM
To: Doggett, Rosalyn
Subject: Re: Florida Avenue

I will come up. Thanks!

>>> Rosalyn Doggett 1/7/2009 9:23 AM >>>
whoops, I forgot
how about 10 a.m. today?

Rosalyn P. Doggett
Washington Metropolitan Area Transit Authority 600 Fifth St, NW Washington, DC 20001
Phone: 202 962 2208
Fax: 202 962 2396
rdoggett@wmata.com

>>> Joshua W. Montague 1/5/2009 2:20 PM >>>
Hi Rosalyn,

I have been trying to catch you in your office but you are not there.

I probably only need 5 mins. Let me know when you are free and I will run up.

Josh

>>> Rosalyn Doggett 1/5/2009 10:59:45 AM >>>
Omar called. He said that the DMPED office wants to arrange a meeting to "close the gap." He will contact me on Wednesday about that and also our thoughts.

He would like to get $1 million of TIIF funds as Monty Hoffman did.

I asked him if he had discussed any city contribution to help close the gap like tax abatement, and the effective answer was "no."

I asked him if he had changed any of his assumptions since his assumptions and results, even without affordable housing, were far more negative than what it appeared he had proposed to us before. He claimed that the increased rent negotiated just before the Board presentation made it so. In short he has not changed any of his assumptions either.

I said that I would go over his numbers (I need to) and be prepared to discuss more concretely with him on Wednesday.

Rosalyn P. Doggett
Washington Metropolitan Area Transit Authority 600 Fifth St, NW Washington, DC 20001
Phone: 202 962 2208
Fax: 202 962 2396
rdoggett@wmata.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012349

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, January 07, 2009 9:23 AM
To: Montague, Joshua W.
Subject: Re: Florida Avenue

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>>> Rosalyn Doggett 1/5/2009 10:59:45 AM >>>
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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012350

Doggett, Rosalyn

From: Meister, Mark K.
Sent: Wednesday, January 07, 2009 8:44 AM
Subject: Fwd: Metro News Clips - Wednesday, January 7, 2009
Attachments: WPOST1.pdf; voices.washingtonpost2.pdf; dcexaminer3.pdf; gazette4.pdf; gazette5.pdf; gazette6.pdf; news8.net7.pdf; nytimes1.pdf; nydailynews2.pdf; sfgate3.pdf; sfgate4.pdf; boston5.pdf

>>> Steven Taubenkibel 1/7/2009 8:15 AM >>>
To all:

Metro News

1) Thousands Of Parking Spots Open For Jan. 20, Washington Post, January 7

2) Get There Blog: Metro Changes Bus Parking Plans For Jan. 20, Washington Post, January 6

3) Metro Receives Only 35 Requests For Bus Parking, Scales Back Plan, Washington Examiner, January 7

4) Montgomery Planning Board To Hold Hearing On Purple Line, Gazette Newspapers, January 7

5) Search Continues For Two Who Shot Man At Metro Station, gazette Newspapers, January 7

6) RideOn Service May Face Cutbacks, Gazette Newspapers, January 7

7) Concern Grows About Getting Around Inauguration Day, (see news story) http://www.news8.net/news/stories/0109/582711.html Newschannel 8, January 5

US Transit News

1) MTA And Workers Shun Confrontation, New York Times, January 7

2) Ex-MTA Board Member Parking $76K Jag Illegally, New York Daily News, January 7

3) BART Considers Reducing Evening, Sunday Service, San Francisco Chronicle, January 7

4) BART Shooting Captured On Video, San Francisco Chronicle, January 7

5) T Use Up Despite Drop In Gas Cost, Boston Globe, January 7

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012351

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, January 05, 2009 3:23 PM
To: eric.smart@bolansmart.com
Subject: Re: Florida Avenue

question 1- he is just fishing and has not lowered the gap question 2- not any longer than subsidies of other kinds (tax credits, etc.)

Rosalyn P. Doggett
Washington Metropolitan Area Transit Authority 600 Fifth St, NW Washington, DC 20001
Phone: 202 962 2208
Fax: 202 962 2396
rdoggett@wmata.com

>>> <eric.smart@bolansmart.com> 1/5/2009 1:01 PM >>>
Roz

Wonder if Omar may now be valuing the gap at $1.0M, considerably less than previously asserted.

Apart from obvious political factors, also wonder that with TIF as a form of tax related investment or abatement how long it would take the
District, including City Council, to approve?

Eric

On Mon, 05 Jan 2009 11:01:26 -0500 (EST), "Rosalyn Doggett"
<rdoggett@wmata.com> wrote:
> Omar called. He said that the DMPED office wants to arrange a meeting to
> "close the gap."
> He will contact me on Wednesday about that and also our thoughts.
>
> He would like to get $1 million of TIIF funds as Monty Hoffman did.
>
> I asked him if he had discussed any city contribution to help close
> the gap
> like tax abatement, and the effective answer was "no."
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> I asked him if he had changed any of his assumptions since his assumptions
> and results, even without affordable housing, were far more negative than
> what it appeared he had proposed to us before. He claimed that the
> increased rent negotiated just before the Board presentation made it so. In
> short he has not changed any of his assumptions either.
>
> I said that I would go over his numbers (I need to) and be prepared to
> discuss more concretely with him on Wednesday.
>
> Rosalyn P. Doggett
> Washington Metropolitan Area Transit Authority 600 Fifth St, NW
> Washington, DC 20001
> Phone: 202 962 2208
> Fax: 202 962 2396
> rdoggett@wmata.com
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>
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Eric Smart, Bolan Smart Associates, Inc.
1250 24th Street, NW, Suite 300, Washington, DC 20037 202-776-7740 (direct), 202-841-2227 (cell), 202-371-1333 (BSA general) www.bolansmart.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012352

Doggett, Rosalyn

From: Montague, Joshua W.
Sent: Monday, January 05, 2009 2:21 PM
To: Doggett, Rosalyn
Subject: Re: Florida Avenue

Hi Rosalyn,

I have been trying to catch you in your office but you are not there.

I probably only need 5 mins. Let me know when you are free and I will run up.

Josh

>>> Rosalyn Doggett 1/5/2009 10:59:45 AM >>>
Omar called. He said that the DMPED office wants to arrange a meeting to "close the gap." He will contact me on Wednesday about that and also our thoughts.

He would like to get $1 million of TIIF funds as Monty Hoffman did.

I asked him if he had discussed any city contribution to help close the gap like tax abatement, and the effective answer was "no."

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Rosalyn P. Doggett
Washington Metropolitan Area Transit Authority 600 Fifth St, NW Washington, DC 20001
Phone: 202 962 2208
Fax: 202 962 2396
rdoggett@wmata.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012353

Doggett, Rosalyn

From: <eric.smart@bolansmart.com> [eric.smart@bolansmart.com]
Sent: Monday, January 05, 2009 1:01 PM
To: Doggett, Rosalyn
Subject: Re: Florida Avenue

Roz

Wonder if Omar may now be valuing the gap at $1.0M, considerably less than previously asserted.

Apart from obvious political factors, also wonder that with TIF as a form of tax related investment or abatement how long it would take the
District, including City Council, to approve?

Eric

On Mon, 05 Jan 2009 11:01:26 -0500 (EST), "Rosalyn Doggett"
<rdoggett@wmata.com> wrote:
> Omar called. He said that the DMPED office wants to arrange a meeting
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> "close the gap."
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> He would like to get $1 million of TIIF funds as Monty Hoffman did.
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> the
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assumptions
> and results, even without affordable housing, were far more negative
than
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> increased rent negotiated just before the Board presentation made it
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>
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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012354

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, January 05, 2009 11:00 AM
To: Montague, Joshua W.; Washington, Joel R.
Cc: eric.smart@bolansmart.com
Subject: Florida Avenue

Omar called. He said that the DMPED office wants to arrange a meeting to "close the gap." He will contact me on Wednesday about that and also our thoughts.

He would like to get $1 million of TIIF funds as Monty Hoffman did.

I asked him if he had discussed any city contribution to help close the gap like tax abatement, and the effective answer was "no."

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Rosalyn P. Doggett
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Fax: 202 962 2396
rdoggett@wmata.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012355

Doggett, Rosalyn

From: Meister, Mark K.
Sent: Monday, January 05, 2009 8:47 AM
Subject: Fwd: Metro News Clips - Friday, January 2, 2009
Attachments: dcexaminer1.pdf; WPOST2.pdf; baltimoresun3.pdf; wjla4.pdf; newsday1.pdf; sfgate2.pdf

>>> Steven Taubenkibel 1/2/2009 8:42 AM >>>
To all:

Have a safe and pleasant weekend and Happy New Year!!

- Steven

Metro News

1) Metro Expected To Trim Growing Payroll, Washington Examiner, January 2

2) ART System Dropping Use Of Paper Transfers, Washington Post, January 1

3) Getting There On Jan. 20, Baltimore Sun, January 2

4) Cab Driver Helps Man Shot At Rockville Metro Station, WJLA-TV 7, December 30

US Transit News

1) Doomsday Is MTA's Ploy, New York Newsday, December 30

2) Deadly BART Brawl - Officer Shoots Rider, 22, San Francisco Chronicle, January 2

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012356

Doggett, Rosalyn

From: Allison Ladd [aladd@dchfa.org]
Sent: Monday, December 22, 2008 2:45 PM
To: Sewell, Harry D.
Subject: Holiday Message from the District of Columbia Housing Finance Agency
Attachments: image001.jpg; dchfa.jpg

Allison Ladd | Associate Executive Director |
815 Florida Avenue, NW | Washington, DC 20001 |
Phone: 202-777-1634 | Fax: 202-986-6736 | www.dchfa.org |

DCHFA NOTICE: E-mail sent through the Internet is not secure. DCHFA therefore recommends that you do not send any confidential or sensitive information to us via el numbers, account numbers, or personal identification numbers. Delivery, and or timely delivery of Internet mail is not guaranteed. DCHFA therefore recommends that you oriented messages to us via electronic mail.

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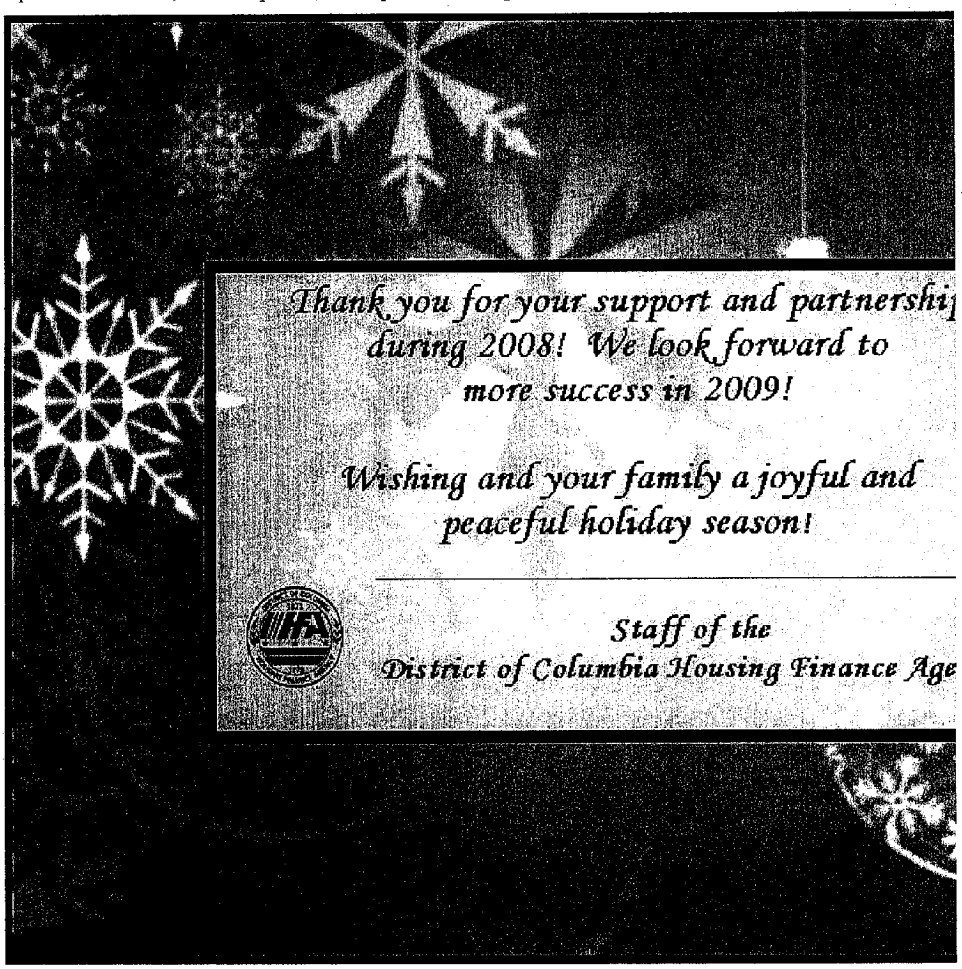
Staff of the District of Columbia Housing Finance Agency " style="position:absolute;margin-left:0;margin-top:0;wid index:1;mso-wrap-distance-left:0;mso-wrap-distance-top:0; mso-wrap-distance-right:0;mso-wrap-distance-bottom:0;



horizontal:left;mso-position-horizontal-relative:text; mso-position-vertical-relative:line" u1:allowoverlap="f">

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012357

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, December 18, 2008 4:25 PM
To: Welch, Kermit A.; Burns, Bob; Washington, Joel R.
Subject: Fwd: Howard Town Center

fyi,
this is NOT the Wonder Bread building....

Rosalyn P. Doggett
Washington Metropolitan Area Transit Authority 600 Fifth St, NW Washington, DC 20001
Phone: 202 962 2208
Fax: 202 962 2396
rdoggett@wmata.com

>>> "Woody, Derrick (EOM)" <derrick.woody@dc.gov> 12/18/2008 11:24 AM
>>> >>>
After many years of effort on the part of the District and folk at Howard University, the Office of the Deputy Mayor for Planning & Economic Development completed the exchange of the District's Bond Bread Building (2114-2146 Georgia Avenue NW) and several small parcels for property owned by Howard at Sherman and Florida Avenues ("Sherman Ave Site").

Howard is currently working with a development team to redevelop the Bond Bread site and an adjacent site which the University also owns. The current development plan is approximately 400 units of housing, 126,000 square feet of retail (which includes a full service grocery store), and parking. The grocery store is required by the District as a job generator and to provide quality shopping for area residents and others.

The District anticipates issuing a Solicitation of Offers to find a development team for the Sherman Ave Site in the new year. My office met with the community and ANC many months ago to discuss use preferences for the Sherman Ave Site. That information will be incorporated into the Solicitation.

Thanks for your continued work, participation and support in implementing the "DUKE: Development Framework."

Speak with you soon!

Derrick Lanardo Woody

Coordinator - Great Streets Initiative

Office of the Deputy Mayor for

Planning & Economic Development

1350 Pennsylvania Avenue NW

Suite 317

Washington, DC 20004-3001

202.727.2981 phone

202.286.8814 cell

202.727.6703 fax

EMAIL: derrick.woody@dc.gov <mailto:derrick.woody@dc.gov>

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012358

More information: www.greatstreets.dc.gov

or www.dcbiz.dc.gov <http://www.dcbiz.dc.gov>

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012359

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, December 18, 2008 4:22 PM
To: Washington, Joel R.
Subject: Fwd: Congress Heights Station Joint Development
Attachments: 05 AUG Text FINAL_1.pdf

fyi, to CM Barry's office
>>> Arthuro V. Lawson 12/18/2008 3:33 PM >>>

Michael, I have attached for your review the Joint Development Prospectus that was issued several years ago that included the southern entrance to the Congress Heights Metrorail Station. Please call me if you have any additional interest in this matter.

Art Lawson
District of Columbia Government Relations Officer Washington Metropolitan Area Transit Authority 600 Fifth Street, NW. 2A12
Washington, DC 20001
202.962-1050
alawson@wmata.com

Rosalyn P. Doggett
Washington Metropolitan Area Transit Authority 600 Fifth St, NW Washington, DC 20001
Phone: 202 962 2208
Fax: 202 962 2396
rdoggett@wmata.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012360

Doggett, Rosalyn

From: Lawson, Arthuro V.
Sent: Thursday, December 18, 2008 3:34 PM
To: mrious@dccouncil.us
Subject: Congress Heights Station Joint Development
Attachments: 05 AUG Text FINAL_1.pdf

Michael, I have attached for your review the Joint Development Prospectus that was issued several years ago that included the southern entrance to the Congress Heights Metrorail Station. Please call me if you have any additional interest in this matter.

Art Lawson
District of Columbia Government Relations Officer Washington Metropolitan Area Transit Authority 600 Fifth Street, NW. 2A12
Washington, DC 20001
202.962-1050
alawson@wmata.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012361

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, December 18, 2008 3:16 PM
To: Lawson, Arthuro V.
Subject: Fwd: Congress Heights
Attachments: 05 AUG Text FINAL.pdf

Art, the 2005 JDS is attached in pdf format. Fyi, I received the inquiry below a short time ago.

Rosalyn P. Doggett
Washington Metropolitan Area Transit Authority 600 Fifth St, NW Washington, DC 20001
Phone: 202 962 2208
Fax: 202 962 2396
rdoggett@wmata.com

>>> "Larry Clark" <Larry@dkdevelopment.com> 12/18/2008 2:30 PM >>>
A friend of mine owns 1331 Alabama next to your/WMATA property. I told him LCOR was awarded the property from the JDS 05-5....is that correct?

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012362

Doggett, Rosalyn

From: ngw@postmaster.po
Sent: Thursday, December 18, 2008 11:24 AM
To: "Woody; EOM; derrick.woody@dc.gov
Subject: Howard Town Center
Attachments: image002.jpg

After many years of effort on the part of the District and folk at Howard University, the Office of the Deputy Mayor for Planning & Economic Development completed the exchange of the District's Bond Bread Building (2114-2146 Georgia Avenue NW) and several small parcels for property owned by Howard at Sherman and Florida Avenues ("Sherman Ave Site").

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Thanks for your continued work, participation and support in implementing the "DUKE: Development Framework."

Speak with you soon!

Derrick Lanardo Woody
Coordinator - Great Streets Initiative
Office of the Deputy Mayor for
Planning & Economic Development
1350 Pennsylvania Avenue NW
Suite 317
Washington, DC 20004-3001
202.727.2981 phone
202.286.8814 cell
202.727.6703 fax
EMAIL: derrick.woody@dc.gov
More information: www.greatstreets.dc.gov
or www.dcbiz.dc.gov

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012363

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, December 17, 2008 4:46 PM
To: eric.smart@bolansmart.com
Cc: Washington, Joel R.
Subject: Fwd: more florida
Attachments: more florida.txt

Thanks, I will look at these now. I did calculate the average net sf for the two wmata projects at Ft Totten and Wheaton featured in the Wash Post apt. section in the last three weeks. The Ft Totten (308 units with 126 2br 2 ba) average is 885 sf (as best I could interpolate) and Wheaton (119 units, 35 2 br 2 ba) average is 879 sf.

Rosalyn P. Doggett
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Phone: 202 962 2208
Fax: 202 962 2396
rdoggett@wmata.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012364

Doggett, Rosalyn

From: <eric.smart@bolansmart.com> [eric.smart@bolansmart.com]
Sent: Wednesday, December 17, 2008 2:39 PM
To: Doggett, Rosalyn
Subject: more florida
Attachments: Jazz_-_Afford_Analysis_(12-17-08 mod).pdf; FL Ave Dec 08 (2).pdf

Roz

1) Attached is a revised illustration of variations to OmarÆs most recent proforma. Among a few changes we factored for a very modest rise in affordable rents per sf that can be achieved in conjunction with lowering average affordable unit sizes and used a more precise valuation of hypothetical RE tax abatements. Please note that the differences shown for lines 1 to 3 do not directly sum up in line 4 due to the effect of combining lines 1 and 2 in a single computation.

2) At some point we may want to illustrate the effect of altering market unit sizes downward, but this illustration will require more attention to other interrelated assumptions and computations within OmarÆs model.

3) We are checking out what tax credit finance and DC OP polices may apply to varying affordable unit sizes somewhat from market units.

4) Also attached is a revised copy of WMATA Rent Valuation comparison that BSA submitted Tuesday. We have conformed the rent numbers with the executed Term Sheet and added an illustration of a scenario showing an aggressive recapture of a discounted initial rent (alternative 1). In Box 2 you can see that allowing for a 20% credit for the affordable housing land rent results in a WMATA present value that approximates the value associated with Moodie TurayÆs Dec 2007 base case cash flow.

Eric

--
Eric Smart, Bolan Smart Associates, Inc.
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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012365

Doggett, Rosalyn

From: <eric.smart@bolansmart.com> [eric.smart@bolansmart.com]
Sent: Tuesday, December 16, 2008 8:30 AM
To: Doggett, Rosalyn
Subject: Florida mods
Attachments: Jazz_-_Afford_Analysis_(12-15-08 mod).pdf

Roz

Attached is a summary illustrating selected mods to Omar's spreadsheets premised on solving for what his calcs generate if there were no affordables. These do not include a possible credit for writing down 20% of his land rent in conjunction with 20% affordables. His current background model already reflects this deduct and much more. With some ramifications could add a land rent adjustment as an additional layer, but for immediate purposes the attached depicts possible impacts from Omar revisiting the affordables assumptions and perhaps some consideration from DC. Note that in discounting for RE tax abatement we have used a simple model mod of assuming that upwards of a 100% tax abatement for xx years is the equivalent of an effective permanent 50% reduction in RE taxes. With some more time we can reformat Omar's model to capture a period of abatement, but direction of impact should be similar.

Eric

--
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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012366

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, December 15, 2008 1:09 PM
To: eric.smart@bolansmart.com
Subject: Re: Fwd: Re: Jazz @ Florida Avenue - Updated Proforma
Attachments: FL Ave Dec 08 (1).pdf; Term sheet executed.pdf

here is the term sheet

Rosalyn P. Doggett
Washington Metropolitan Area Transit Authority 600 Fifth St, NW Washington, DC 20001
Phone: 202 962 2208
Fax: 202 962 2396
rdoggett@wmata.com

>>> <eric.smart@bolansmart.com> 12/15/2008 9:35 AM >>>
Roz

Here I am, finally.

Attached are some examples of solving for WMATA present value assuming a 20% base rent reduction and the ability to recognize participation. We could pursue a point-by-point critique of OmarÆs most recent proforma, but since he continues to alter new aspects and push the results into increasingly negative territory we are not sure what will be gained by trying to negotiate with him off of his spread sheets, at least for the moment. FYI we did test for the simple elimination of all affordable units in his latest iteration and the results still put him more than $6.0M in the hole?? With some more time, and with confirmation from you, will dissect further.

Per the attached you will note that we are still using our valuation template from March 2008 that may not entirely reflect the signed term sheet. While I prepared this over the weekend with only partial files I am not sure that BSA received a copy of the signed term sheet indicating the final details you agreed upon regarding the $597K rent and phased escalation. If Base Rent is supposed to escalate from the beginning at 3.0% from year one then the Alternative 1 illustration is irrelevant.

Alternative 2 attempts to put some definition on participation without having to construct a financing model and net capital event proceeds. As you know the concept of participating in gross revenue above a breakpoint has WMATA precedence, although tends to be applied in place of long term base rent escalations. We have compensated for this by applying WMATAÆs participation share to only a portion of the upside escalations after recognizing for the underlying increasing WMATA Base Rent and Operating Costs. We can run more variations, juggling Base Rent, near term Base Rent Escalations and Participation. We could more aggressively increase Base Rent at some point to recapture forgone initial rent, but over the longer term would have to revert to no more than a 3.0% annual escalation. In addition we could model for capital event participation, which you would nonetheless want to include in a contract, but frankly the premium returns after getting annual cash flow of some sort would be limited unless there was another serious round of cap rate compression.

Going back to FridayÆs misstep on my part I did not know the full extent of your view until I picked up your phone message after the afternoon meeting and saw this email. Since you described yourself as being very disappointed I believe it calls for an explanation.

At the time you informed me on Thursday afternoon of the 3:00 pm meeting on Friday I immediately dropped what I was doing to focus on OmarÆs rent question. I then needed to leave the office a little after 4:00 to help prepare for a DMPED community meeting on Capitol Hill concerning the Hill East disposition that BSA is staffing. It lasted to past 10:00 pm, including some time afterwards when Omar approached me concerning Florida Ave.

I had a previously scheduled meeting on Friday through lunch in Bethesda that of course ran late. During the aforementioned time I monitored on my phone what I took to be a note from you that OmarÆs new spread sheets and been sent, which I hoped for an opportunity to print out and review in advance. I found myself having to ask someone else to print them out for me along with your follow up message before leaving for your office, and only then on route driving down did I read that you had asked in your follow up email that I get there at 2:30. I knew from our phone call that you wanted me to get there a little early, but I did not know that you expected me by 2:30 until that point. My oversight in not opening the email earlier, but the situation was compounded when I discovered that my cell phone battery had

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012367

just gone dead, and I was without a charger. I was pressed for time as it was, so determined I could not stop to seek an alternative phone source.

By the time I arrived at your office, full brief case in hand, it was all very frustrating for me, and after I sensed your skepticism about my issues, and then the seriousness of your subsequently retrieved messages, I was all the more unhappy. Apart from missing the advanced meeting time, I was naturally embarrassed that I had not been able to review in the new proforma, which made me question if I had over committed from the day before. I can only say I am sorry for the circumstances and will obviously try to watch out for the conditions that led to it.

Eric

On Fri, 12 Dec 2008 2:45:45 -0500 (EST), "Rosalyn Doggett" <rdoggett@wmata.com> wrote:

> Eric, where are you?
>
> Rosalyn P. Doggett
> Washington Metropolitan Area Transit Authority 600 Fifth St, NW
> Washington, DC 20001
> Phone: 202 962 2208
> Fax: 202 962 2396
> rdoggett@wmata.com
>
>
> >>> Rosalyn Doggett 12/11/2008 4:18 PM >>>
> Let's get together at 2:30 to discuss this
>
> Rosalyn P. Doggett
> Washington Metropolitan Area Transit Authority 600 Fifth St, NW
> Washington, DC 20001
> Phone: 202 962 2208
> Fax: 202 962 2396
> rdoggett@wmata.com
>
>
> >>> "Omar A. Karim" <okarim@bannekerventures.com> 12/11/2008 3:54 PM
> >>> >>>
> Ms. Doggett,
>
>
>
> Based on our conversation last week and in preparation of tomorrow's
> 3pm meeting, we attach for your review the latest pro forma for the
> Jazz @ Florida Avenue project. The pro forma reflects the following:
>
>
>
> - 20% affordable units
>
> - 4.5 FAR
>
> - 94% efficiency in the retail space
>
> - $150,000 annual lease payment
>
> - $100,000 security deposit
>
> - $100,000 pre-lease payments
>
>
>
> Based on the above, the actual yield for the project yield is 8.94%
although
> the target yield is a minimum of 17%. The return is also -$11M.
>
>
>
> We look forward to discussing with you tomorrow.
>
>
>
> My best,

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012368

>
>
>
> Omar
>
>
>
> Omar A. Karim
>
> Banneker Ventures, LLC
>
> 700 12th Street, NW, Suite 700
>
> Washington, DC 20005
>
> (202) 667-4110 office
>
> (301) 523-1810 cell
>
> okarim@bannekerventures.com
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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012369

Doggett, Rosalyn

From: <eric.smart@bolansmart.com> [eric.smart@bolansmart.com]
Sent: Monday, December 15, 2008 10:10 AM
To: Washington, Joel R.
Cc: Doggett, Rosalyn
Subject: Re: Jazz @ Florida Avenue - Updated Proforma

Joel (and Roz, per Joel's question below)

While from a proforma standpoint I am relatively sympathetic to Omar's situation, his treatment of numbers is very much a moving target, and one that gets progressively worse. If there is supposed to be a partnership in seeking to solve for the gap presented by the affordable housing I am not pursuaded that the developer entity has shown its full hand in helping solve for the problem (or even fully understands some aspects of it's own proforma), which may be part of why Omar says he is willing to try and arrive at a strike number above what he has illustrated for Base Rent.

We are working with Roz on some alternative WMATA cash flow recovery scenarios that Omara might be open to, predicated on WMATA being able to flex some on recognizing deferred returns and participation in speculative future upside. I am not sure what leeway you have in resetting a deal without going back to the Board, but if it can be achieved by maintaining a WMATA present value after absorbing the 20% affordables land value there is the possibilty of getting there with Omar.

After a few efforts to date, we may not get much further if the solution relies on solving for the proforma ROI issues Omar has presented. We can see if Roz can get Omar to bring something back from the District, and offer up something himself, then maybe incorporate some prescribed WMATA Base Rent and Participation numbers. My sense is that at this stage a negotations approach may work better than getting all the numbers to align in a proforma or other more technical example, respecting nonetheless the importance also to track the numbers.

Eric

On Mon, 15 Dec 2008 8:27:09 -0500 (EST), "Joel R. Washington"
<jrwashington@wmata.com> wrote:
> Roz explained that you did not receive the email! I really would like
to
> reach an equitable agreement with Omar and not have to go back to the
Board.
> What do you think about the numbers in his pro forma?
>
> Joel
>
> -----Original Message-----
> From: <eric.smart@bolansmart.com>
> To: Washington, Joel R. <jrwashington@wmata.com>
>
> Sent: 12/15/2008 7:39:34 AM
> Subject: Re: Jazz @ Florida Avenue - Updated Proforma
>
> Joel
>
> I am sorry that I missed this pre-meeting to which you were invited on
> Friday. I have attempted to explain the circumstances to Roz and can
> do nothing more now than appolgize.
>
> Eric
>
>
> On Thu, 11 Dec 2008 21:19:46 -0000 (GMT), "Rosalyn Doggett"
> <rdoggett@wmata.com> wrote:
> > Let's get together at 2:30 to discuss this
> >
> > Rosalyn P. Doggett
> > Washington Metropolitan Area Transit Authority 600 Fifth St, NW
> > Washington, DC 20001
> > Phone: 202 962 2208
> > Fax: 202 962 2396
> > rdoggett@wmata.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012370

> >
> >
> > >>> "Omar A. Karim" <okarim@bannekerventures.com> 12/11/2008 3:54 PM
>>>
> > Ms. Doggett,
> >
> >
> >
> > Based on our conversation last week and in preparation of tomorrow's
3pm
> > meeting, we attach for your review the latest pro forma for the Jazz
> > @ Florida Avenue project. The pro forma reflects the following:
> >
> >
> >
> > - 20% affordable units
> >
> > - 4.5 FAR
> >
> > - 94% efficiency in the retail space
> >
> > - $150,000 annual lease payment
> >
> > - $100,000 security deposit
> >
> > - $100,000 pre-lease payments
> >
> >
> >
> > Based on the above, the actual yield for the project yield is 8.94%
> although
> > the target yield is a minimum of 17%. The return is also -$11M.
> >
> >
> >
> > We look forward to discussing with you tomorrow.
> >
> >
> >
> > My best,
> >
> >
> >
> > Omar
> >
> >
> >
> > Omar A. Karim
> >
> > Banneker Ventures, LLC
> >
> > 700 12th Street, NW, Suite 700
> >
> > Washington, DC 20005
> >
> > (202) 667-4110 office
> >
> > (301) 523-1810 cell
> >
> > okarim@bannekerventures.com
> >
> >
> >
> >
> >
> >
> --
> Eric Smart, Bolan Smart Associates, Inc.
> 1250 24th Street, NW, Suite 300, Washington, DC 20037 202-776-7740
> (direct), 202-841-2227 (cell), 202-371-1333 (BSA general)
> www.bolansmart.com
>
>
>
>

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012371

>
>
--
Eric Smart, Bolan Smart Associates, Inc.
1250 24th Street, NW, Suite 300, Washington, DC 20037 202-776-7740 (direct), 202-841-2227 (cell), 202-371-1333 (BSA general) www.bolansmart.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012372

Doggett, Rosalyn

From: <eric.smart@bolansmart.com> [eric.smart@bolansmart.com]
Sent: Monday, December 15, 2008 9:35 AM
To: Doggett, Rosalyn
Subject: Re: Fwd: Re: Jazz @ Florida Avenue - Updated Proforma
Attachments: FL Ave Dec 08 (1).pdf

Roz

Here I am, finally.

Attached are some examples of solving for WMATA present value assuming a 20% base rent reduction and the ability to recognize participation. We could pursue a point-by-point critique of OmarÆs most recent proforma, but since he continues to alter new aspects and push the results into increasingly negative territory we are not sure what will be gained by trying to negotiate with him off of his spread sheets, at least for the moment. FYI we did test for the simple elimination of all affordable units in his latest iteration and the results still put him more than $6.0M in the hole?? With some more time, and with confirmation from you, will dissect further.

Per the attached you will note that we are still using our valuation template from March 2008 that may not entirely reflect the signed term sheet. While I prepared this over the weekend with only partial files I am not sure that BSA received a copy of the signed term sheet indicating the final details you agreed upon regarding the $597K rent and phased escalation. If Base Rent is supposed to escalate from the beginning at 3.0% from year one then the Alternative 1 illustration is irrelevant.

Alternative 2 attempts to put some definition on participation without having to construct a financing model and net capital event proceeds. As you know the concept of participating in gross revenue above a breakpoint has WMATA precedence, although tends to be applied in place of long term base rent escalations. We have compensated for this by applying WMATAÆs participation share to only a portion of the upside escalations after recognizing for the underlying increasing WMATA Base Rent and Operating Costs. We can run more variations, juggling Base Rent, near term Base Rent Escalations and Participation. We could more aggressively increase Base Rent at some point to recapture forgone initial rent, but over the longer term would have to revert to no more than a 3.0% annual escalation. In addition we could model for capital event participation, which you would nonetheless want to include in a contract, but frankly the premium returns after getting annual cash flow of some sort would be limited unless there was another serious round of cap rate compression.

Going back to FridayÆs misstep on my part I did not know the full extent of your view until I picked up your phone message after the afternoon meeting and saw this email. Since you described yourself as being very disappointed I believe it calls for an explanation.

At the time you informed me on Thursday afternoon of the 3:00 pm meeting on Friday I immediately dropped what I was doing to focus on OmarÆs rent question. I then needed to leave the office a little after 4:00 to help prepare for a DMPED community meeting on Capitol Hill concerning the Hill East disposition that BSA is staffing. It lasted to past 10:00 pm, including some time afterwards when Omar approached me concerning Florida Ave.

I had a previously scheduled meeting on Friday through lunch in Bethesda that of course ran late. During the aforementioned time I monitored on my phone what I took to be a note from you that OmarÆs new spread sheets and been sent, which I hoped for an opportunity to print out and review in advance. I found myself having to ask someone else to print them out for me along with your follow up message before leaving for your office, and only then on route driving down did I read that you had asked in your follow up email that I get there at 2:30. I knew from our phone call that you wanted me to get there a little early, but I did not know that you expected me by 2:30 until that point. My oversight in not opening the email earlier, but the situation was compounded when I discovered that my cell phone battery had just gone dead, and I was without a charger. I was pressed for time as it was, so determined I could not stop to seek an alternative phone source.

By the time I arrived at your office, full brief case in hand, it was all very frustrating for me, and after I sensed your skepticism about my issues, and then the seriousness of your subsequently retrieved messages, I was all the more unhappy. Apart from missing the advanced meeting time, I was naturally embarrassed that I had not been able to review in the new proforma, which made me question if I had over committed from the day before. I can only say I am sorry for the circumstances and will obviously try to watch out for the conditions that led to it.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Eric

On Fri, 12 Dec 2008 2:45:45 -0500 (EST), "Rosalyn Doggett"
<rdoggett@wmata.com> wrote:
> Eric, where are you?
>
> Rosalyn P. Doggett
> Washington Metropolitan Area Transit Authority 600 Fifth St, NW
> Washington, DC 20001
> Phone: 202 962 2208
> Fax: 202 962 2396
> rdoggett@wmata.com
>
>
> >>> Rosalyn Doggett 12/11/2008 4:18 PM >>>
> Let's get together at 2:30 to discuss this
>
> Rosalyn P. Doggett
> Washington Metropolitan Area Transit Authority 600 Fifth St, NW
> Washington, DC 20001
> Phone: 202 962 2208
> Fax: 202 962 2396
> rdoggett@wmata.com
>
>
> >>> "Omar A. Karim" <okarim@bannekerventures.com> 12/11/2008 3:54 PM
> >>> >>>
> Ms. Doggett,
>
>
>
> Based on our conversation last week and in preparation of tomorrow's
> 3pm meeting, we attach for your review the latest pro forma for the
> Jazz @ Florida Avenue project. The pro forma reflects the following:
>
>
>
> -   20% affordable units
>
> -   4.5 FAR
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> -   94% efficiency in the retail space
>
> - $150,000 annual lease payment
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> - $100,000 security deposit
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> - $100,000 pre-lease payments
>
>
>
> Based on the above, the actual yield for the project yield is 8.94%
although
> the target yield is a minimum of 17%. The return is also -$11M.
>
>
>
> We look forward to discussing with you tomorrow.
>
>
>
> My best,
>
>
>
> Omar
>
>
>
> Omar A. Karim
>
> Banneker Ventures, LLC
>

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012374

> 700 12th Street, NW, Suite 700
>
> Washington, DC 20005
>
> (202) 667-4110 office
>
> (301) 523-1810 cell
>
> okarim@bannekerventures.com
>
>
>
>
>
>
--
Eric Smart, Bolan Smart Associates, Inc.
1250 24th Street, NW, Suite 300, Washington, DC 20037 202-776-7740 (direct), 202-841-2227 (cell), 202-371-1333 (BSA general) www.bolansmart.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012375

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, December 12, 2008 2:45 PM
To: eric.smart@bolansmart.com
Subject: Fwd: Re: Jazz @ Florida Avenue - Updated Proforma

Eric, where are you?

Rosalyn P. Doggett
Washington Metropolitan Area Transit Authority 600 Fifth St, NW Washington, DC 20001
Phone: 202 962 2208
Fax: 202 962 2396
rdoggett@wmata.com

>>> Rosalyn Doggett 12/11/2008 4:18 PM >>>
Let's get together at 2:30 to discuss this

Rosalyn P. Doggett
Washington Metropolitan Area Transit Authority 600 Fifth St, NW Washington, DC 20001
Phone: 202 962 2208
Fax: 202 962 2396
rdoggett@wmata.com

>>> "Omar A. Karim" <okarim@bannekerventures.com> 12/11/2008 3:54 PM >>>
Ms. Doggett,

Based on our conversation last week and in preparation of tomorrow's 3pm meeting, we attach for your review the latest pro forma for the Jazz @ Florida Avenue project. The pro forma reflects the following:

- 20% affordable units
- 4.5 FAR
- 94% efficiency in the retail space
- $150,000 annual lease payment
- $100,000 security deposit
- $100,000 pre-lease payments

Based on the above, the actual yield for the project yield is 8.94% although the target yield is a minimum of 17%. The return is also -$11M.

We look forward to discussing with you tomorrow.

My best,

Omar

Omar A. Karim

Banneker Ventures, LLC

700 12th Street, NW, Suite 700

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012376

Washington, DC 20005

(202) 667-4110 office

(301) 523-1810 cell

okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012377

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, December 11, 2008 4:19 PM
To: eric.smart@bolansmart.com; Washington, Joel R.
Subject: Re: Jazz @ Florida Avenue - Updated Proforma

Let's get together at 2:30 to discuss this

Rosalyn P. Doggett
Washington Metropolitan Area Transit Authority 600 Fifth St, NW Washington, DC 20001
Phone: 202 962 2208
Fax: 202 962 2396
rdoggett@wmata.com

>>> "Omar A. Karim" <okarim@bannekerventures.com> 12/11/2008 3:54 PM >>>
Ms. Doggett,

Based on our conversation last week and in preparation of tomorrow's 3pm meeting, we attach for your review the latest pro forma for the Jazz @ Florida Avenue project. The pro forma reflects the following:

- 20% affordable units
- 4.5 FAR
- 94% efficiency in the retail space
- $150,000 annual lease payment
- $100,000 security deposit
- $100,000 pre-lease payments

Based on the above, the actual yield for the project yield is 8.94% although the target yield is a minimum of 17%. The return is also -$11M.

We look forward to discussing with you tomorrow.

My best,

Omar

Omar A. Karim

Banneker Ventures, LLC

700 12th Street, NW, Suite 700

Washington, DC 20005

(202) 667-4110 office

(301) 523-1810 cell

okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012378

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Thursday, December 11, 2008 3:55 PM
To: Doggett, Rosalyn
Cc: thicks@bannekerventures.com; eric.smart@bolansmart.com; Washington, Joel R.
Subject: Jazz @ Florida Avenue - Updated Proforma
Attachments: Jazz - Afford Analysis (as of 12-11-08).xls

Ms. Doggett,

Based on our conversation last week and in preparation of tomorrow's 3pm meeting, we attach for your review the latest pro forma for the Jazz @ Florida Avenue project. The pro forma reflects the following:

- 20% affordable units
- 4.5 FAR
- 94% efficiency in the retail space
- $150,000 annual lease payment
- $100,000 security deposit
- $100,000 pre-lease payments

Based on the above, the actual yield for the project yield is 8.94% although the target yield is a minimum of 17%. The return is also -$11M.

We look forward to discussing with you tomorrow.

My best,

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012380

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, December 11, 2008 11:19 AM
To: eric.smart@bolansmart.com
Subject: Fwd: Re: Omara Question

I'd like to see the reply first. In fact, call me because I have an update on a meeting withthe Deputy Mayor last week where we discussed this. Thanks.

Rosalyn P. Doggett
Washington Metropolitan Area Transit Authority 600 Fifth St, NW Washington, DC 20001
Phone: 202 962 2208
Fax: 202 962 2396
rdoggett@wmata.com

>>> <eric.smart@bolansmart.com> 12/11/2008 11:03 AM >>>
Roz

Got this request from Omara. Presume fine for BSA to respond, but want to confirm background with you. Any comment / update / guidance?

Thanks, Eric

-- Forwarded message from okarim@bannekerventures.com -- Eric,

We are updating the Jazz @ Florida Avenue's pro forma to reflect WMATA staff's agreement to write-down the lease to reflect the 20% affordable housing in the project. As such, can you answer the following questions based on your previous comments to the pro forma which you highlighted on the pro forma in one of our recent mtgs;

1. Pls provide your opinion on how much per SF we could get for the market units?

2. What rate and amortization term do you think would be appropriate for the debt?

Thanks.

Omar

------Original Message------
From: Eric Smart
Sender: Eric Smart
To: Omar A. Karim
Subject: Question
Sent: Dec 8, 2008 10:14 PM

Omar

Per your phone message from late last week would appreciate if you posed in email.

Thanks, Eric
--
Eric Smart, Bolan Smart Associates, Inc.
1250 24th Street, NW, Suite 300, Washington, DC 20037 202-776-7740 (direct), 202-841-2227 (cell), 202-371-1333 (BSA general) www.bolansmart.com

Sent from my BlackBerryâ€“smartphone with SprintSpeed

-- end forwarded message --

--
Eric Smart, Bolan Smart Associates, Inc.
1250 24th Street, NW, Suite 300, Washington, DC 20037 202-776-7740 (direct), 202-841-2227 (cell), 202-371-1333 (BSA general) www.bolansmart.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012381

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: <eric.smart@bolansmart.com> [eric.smart@bolansmart.com]
Sent: Thursday, December 11, 2008 11:04 AM
To: Doggett, Rosalyn
Subject: Fwd: Re: Omara Question

Roz

Got this request from Omara. Presume fine for BSA to respond, but want to confirm background with you. Any comment / update / guidance?

Thanks, Eric

-- Forwarded message from okarim@bannekerventures.com -- Eric,

We are updating the Jazz @ Florida Avenue's pro forma to reflect WMATA staff's agreement to write-down the lease to reflect the 20% affordable housing in the project. As such, can you answer the following questions based on your previous comments to the pro forma which you highlighted on the pro forma in one of our recent mtgs;

1. Pls provide your opinion on how much per SF we could get for the market units?

2. What rate and amortization term do you think would be appropriate for the debt?

Thanks.

Omar

------Original Message------
From: Eric Smart
Sender: Eric Smart
To: Omar A. Karim
Subject: Question
Sent: Dec 8, 2008 10:14 PM

Omar

Per your phone message from late last week would appreciate if you posed in email.

Thanks, Eric
--
Eric Smart, Bolan Smart Associates, Inc.
1250 24th Street, NW, Suite 300, Washington, DC 20037 202-776-7740 (direct), 202-841-2227 (cell), 202-371-1333 (BSA general) www.bolansmart.com

Sent from my BlackBerryâ€"smartphone with SprintSpeed

-- end forwarded message --

--
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FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Mohsberg, Sid
Sent: Wednesday, December 10, 2008 10:00 AM
Subject: PLJD Board Agenda Items 2008 and 2009
Attachments: Board Items Preparation Milestones - 2008.xls; Board Items Preparation Milestones - 2009.xls

All,

The second update of the morning. Metro is a very dynamic and responsive organization.

Once again, please let me know if any changes/corrections are needed.

Thanks.

Sid

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012384

Doggett, Rosalyn

From: Mohsberg, Sid
Sent: Tuesday, December 09, 2008 4:20 PM
Subject: PLJD Board Agenda Items 2008 and 2009
Attachments: Board Items Preparation Milestones - 2008.xls; Board Items Preparation Milestones - 2009.xls

All,

The latest schedule is attached.

As we transition from 2008 to 2009, there are two files - one for each calendar year.

Please let me know if any changes/corrections are needed.

Thanks.

Sid

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Meister, Mark K.
Sent: Monday, December 08, 2008 9:21 AM
Subject: Fwd: Metro News Clips - Monday, December 8, 2008
Attachments: WPOST1.pdf; WPOST2.pdf; WPOST3.pdf; WPOST4.pdf; WPOST5.pdf; WPOST6.pdf; dcexaminer7.pdf; dcexaminer8.pdf; dcexaminer9.pdf; wjla10.pdf; nydailynews1.pdf; nypost2.pdf; usatoday3.pdf; boston4.pdf; suntimes5.pdf

>>> Steven Taubenkibel 12/8/2008 8:39 AM >>>
To all:

Metro News

1) New Ridership Record Shows US Still Lured To Mass Transit, Washington Post, December 8

2) New Rules Now, Says Task Force On Tysons, Washington Post, December 8

3) Md. Busway Promoted As Solution To Gridlock, Washington Post, December 8

4) Dr. Gridlock: Discussion Overdue On Metrorail's Bag Search Policy, Washington Post, December 7

5) Letters To The Editor: In Chevy Chase Welcoming Transit, Washington Post, December 7

6) MetroAccess Driver Has TB, 762 Riders Told, Washington Post, December 6

7) Metro May Shut Down Escalators, Will Close Bathrooms For Inaugural, Washington Examiner, December 7

8) Metro Warns It's Not Possible To Run Trains 24 Hours For Inaugural Weekend, Washington Examiner, December 7

9) MontCo Officials May Be Pushing For Buses Not Light Rail, Washington Examiner, December 8

10) Anti-Religion Ads Create Metro Controversey, http://www.wjla.com/news/stories/1208/575499.html (see news story), WJLA-TV 7, December 5

US Transit News

1) Bus Drivers Mourn Slain Colleague, New York Daily News, December 8

2) Sad Tribute To Bus Driver, New York Post, December 8

3) Public Transit use Up Over Last Year, USA Today, December 8

4) Tough Times Could Test Loyalty To Public Transit, Boston Globe, December 8

5) Trains No Longer For Homeless?, Chicago Sun-Times, December 8

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012386

Doggett, Rosalyn

From: <okarim@bannekerventures.com> [okarim@bannekerventures.com]
Sent: Friday, December 05, 2008 11:34 AM
To: okarim@bannekerventures.com; Doggett, Rosalyn
Subject: Accepted: Howard/Shaw-Florida Avenue Project Follow-Up
Attachments: meeting.ics

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012387

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Friday, December 05, 2008 11:18 AM
To: Doggett, Rosalyn
Subject: Accepted: Howard/Shaw-Florida Avenue Project Follow-Up
Attachments: rfc2445.ics

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012388

Doggett, Rosalyn

From: 5B Land Conference Room [Room JGB 5B Land Conference Room@wmata.com]
Sent: Friday, December 05, 2008 11:14 AM
To: Doggett, Rosalyn
Subject: Re: Howard/Shaw-Florida Avenue Project Follow-Up

***
Please be advised that this space is designated for Planning and Joint Development.

***
Please contact Shariyka Johnson (Ext. 1273), Maria Wallace (Ext. 2330), or Sid Mohsberg (Ext. 1755) for availability.

>>> rdoggett 12/05/08 11:13 >>>

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

Subject:	Howard/Shaw-Florida Avenue Project Follow-Up
Location:	5B Land Conference Room
Start:	Fri 12/12/2008 3:00 PM
End:	Fri 12/12/2008 5:00 PM
Show Time As:	Tentative
Recurrence:	(none)
Meeting Status:	Not yet responded
Organizer:	Doggett, Rosalyn

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012390

Doggett, Rosalyn

Subject:	Howard/Shaw-Florida Avenue Project Follow-Up
Location:	5B Land Conference Room
Start:	Fri 12/12/2008 3:00 PM
End:	Fri 12/12/2008 5:00 PM
Show Time As:	Tentative
Recurrence:	(none)
Meeting Status:	Not yet responded
Organizer:	Doggett, Rosalyn

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012391

Doggett, Rosalyn

From: 5B Land Conference Room [Room JGB 5B Land Conference Room@wmata.com]
Sent: Friday, December 05, 2008 11:06 AM
To: Doggett, Rosalyn
Subject: Re: Howard/Shaw-Florida Avenue Project Follow-Up

***
Please be advised that this space is designated for Planning and Joint Development.

***
Please contact Shariyka Johnson (Ext. 1273), Maria Wallace (Ext. 2330), or Sid Mohsberg (Ext. 1755) for availability.

>>> rdoggett 12/05/08 11:05 >>>

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012392

Doggett, Rosalyn

Subject:	Howard/Shaw-Florida Avenue Project Follow-Up
Location:	5B Land Conference Room
Start:	Fri 12/12/2008 3:00 PM
End:	Fri 12/12/2008 5:00 PM
Show Time As:	Tentative
Recurrence:	(none)
Meeting Status:	Not yet responded
Organizer:	Doggett, Rosalyn

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012393

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, December 05, 2008 10:58 AM
To: Johnson, Shariyka
Subject: Re: Fwd: Follow-up Meeting: Howard/Shaw-Florida Avenue Project

2 hours is enough

>>> Shariyka Johnson 12/5/2008 10:49 AM >>>
How much time will you need with them?

>>> Rosalyn Doggett 12/5/2008 9:37:46 AM >>>
Shariyka, I can do any one of the afternoons- or Friday morning in a pinch but prefer not to. Please check with Joel and Josh and set up. Thanks, Roz

>>> "thicks" <thicks@bannekerventures.com> 12/4/2008 5:27 PM >>>
Good Evening Ms. Doggett,

We would like to schedule a follow-up meeting with you to continue our discussions regarding the financial terms of the deal. We are available during the following times next week:

Wednesday 2-5 p.m.

Thursday 3-5 p.m.

Friday 9-12 p.m. or 3-6 p.m.

Please let us know if any of the aforementioned times work within your schedule. Thanks.

Tiwana

Tiwana Z. Hicks

Banneker Ventures, LLC

700 12th Street, NW, Suite 700

Washington, DC 20005

(202) 667-4110 office

(301) 523-1810 cell

thicks@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Johnson, Shariyka
Sent: Friday, December 05, 2008 10:50 AM
To: Doggett, Rosalyn
Subject: Re: Fwd: Follow-up Meeting: Howard/Shaw-Florida Avenue Project

How much time will you need with them?

>>> Rosalyn Doggett 12/5/2008 9:37:46 AM >>>
Shariyka, I can do any one of the afternoons- or Friday morning in a pinch but prefer not to. Please check with Joel and Josh and set up. Thanks, Roz

>>> "thicks" <thicks@bannekerventures.com> 12/4/2008 5:27 PM >>>
Good Evening Ms. Doggett,

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Wednesday 2-5 p.m.

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Friday 9-12 p.m. or 3-6 p.m.

Please let us know if any of the aforementioned times work within your schedule. Thanks.

Tiwana

Tiwana Z. Hicks

Banneker Ventures, LLC

700 12th Street, NW, Suite 700

Washington, DC 20005

(202) 667-4110 office

(301) 523-1810 cell

thicks@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012395

Doggett, Rosalyn

From: Montague, Joshua W.
Sent: Friday, December 05, 2008 9:39 AM
To: Washington, Joel R.; Johnson, Shariyka; Doggett, Rosalyn
Subject: Re: Fwd: Follow-up Meeting: Howard/Shaw-Florida Avenue Project

I am available any time next week except for Monday morning.

>>> Rosalyn Doggett 12/5/2008 9:37 AM >>>
Shariyka, I can do any one of the afternoons- or Friday morning in a pinch but prefer not to. Please check with Joel and Josh and set up. Thanks, Roz

>>> "thicks" <thicks@bannekerventures.com> 12/4/2008 5:27 PM >>>
Good Evening Ms. Doggett,

We would like to schedule a follow-up meeting with you to continue our discussions regarding the financial terms of the deal. We are available during the following times next week:

Wednesday 2-5 p.m.

Thursday 3-5 p.m.

Friday 9-12 p.m. or 3-6 p.m.

Please let us know if any of the aforementioned times work within your schedule. Thanks.

Tiwana

Tiwana Z. Hicks

Banneker Ventures, LLC

700 12th Street, NW, Suite 700

Washington, DC 20005

(202) 667-4110 office

(301) 523-1810 cell

thicks@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012396

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, December 05, 2008 9:38 AM
To: Montague, Joshua W.; Washington, Joel R.; Johnson, Shariyka
Subject: Fwd: Follow-up Meeting: Howard/Shaw-Florida Avenue Project

Shariyka, I can do any one of the afternoons- or Friday morning in a pinch but prefer not to. Please check with Joel and Josh and set up. Thanks, Roz

>>> "thicks" <thicks@bannekerventures.com> 12/4/2008 5:27 PM >>>
Good Evening Ms. Doggett,

We would like to schedule a follow-up meeting with you to continue our discussions regarding the financial terms of the deal. We are available during the following times next week:

Wednesday 2-5 p.m.

Thursday 3-5 p.m.

Friday 9-12 p.m. or 3-6 p.m.

Please let us know if any of the aforementioned times work within your schedule. Thanks.

Tiwana

Tiwana Z. Hicks

Banneker Ventures, LLC

700 12th Street, NW, Suite 700

Washington, DC 20005

(202) 667-4110 office

(301) 523-1810 cell

thicks@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: thicks [thicks@bannekerventures.com]
Sent: Thursday, December 04, 2008 5:28 PM
To: Doggett, Rosalyn
Cc: Rajaram', 'Carol; okarim@bannekerventures.com
Subject: Follow-up Meeting: Howard/Shaw-Florida Avenue Project

Good Evening Ms. Doggett,

We would like to schedule a follow-up meeting with you to continue our discussions regarding the financial terms of the deal. We are available during the following times next week:

Wednesday 2-5 p.m.
Thursday 3-5 p.m.
Friday 9-12 p.m. or 3-6 p.m.

Please let us know if any of the aforementioned times work within your schedule. Thanks.

Tiwana

Tiwana Z. Hicks
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
thicks@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012398

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, December 04, 2008 3:28 PM
To: McElhenny-Smith, Robin
Subject: Fwd: ERA Evaluation
Attachments: Real Estate Consultant Services ERA.doc

>>> Deborah Coram 12/4/2008 1:14 PM >>>
Here's the ERA Evaluation! Sorry I didn't have the chance to meet them in person....

Deborah

Deborah Coram, SPHR
Manager, Workforce Diversity and Policy Compliance Washington Metropolitan Area Transit Authority Office of Civil Rights, Diversity Branch
Voice: (202) 962-2328
Fax: (202) 962-2471
Email: dcoram@wmata.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012399

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, December 04, 2008 3:05 PM
To: Washington, Joel R.
Subject: Fwd: Florida Avenue

>>> <moddie@moddieturay.com> 12/4/2008 12:01 PM >>>
Rosalyn,

I hope all is well and that you had a great holiday. I passed by the Florida Avenue site yesterday and didn't see any activity. Please remember that our team stands ready to make a deal happen, if invited.

All the best for the Holiday season.

Moddie Turay
President & CEO
Moddie Turay Company, LLC
3222 M ST NW Suite 140
Washington, DC 20007
202 413-4160 (Ph)
202 342-1458 (Fx)

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012400

Doggett, Rosalyn

From: Coram, Deborah
Sent: Thursday, December 04, 2008 1:14 PM
To: Doggett, Rosalyn
Subject: ERA Evaluation
Attachments: Real Estate Consultant Services ERA.doc

Here's the ERA Evaluation! Sorry I didn't have the chance to meet them in person....

Deborah

Deborah Coram, SPHR
Manager, Workforce Diversity and Policy Compliance Washington Metropolitan Area Transit Authority Office of Civil Rights, Diversity Branch
Voice: (202) 962-2328
Fax: (202) 962-2471
Email: dcoram@wmata.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012401

Doggett, Rosalyn

From: <moddie@moddieturay.com> [moddie@moddieturay.com]
Sent: Thursday, December 04, 2008 12:01 PM
To: Doggett, Rosalyn
Subject: Florida Avenue

Rosalyn,

I hope all is well and that you had a great holiday. I passed by the Florida Avenue site yesterday and didn't see any activity. Please remember that our team stands ready to make a deal happen, if invited.

All the best for the Holiday season.

Moddie Turay
President & CEO
Moddie Turay Company, LLC
3222 M ST NW Suite 140
Washington, DC 20007
202 413-4160 (Ph)
202 342-1458 (Fx)

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, December 04, 2008 10:36 AM
To: Bottigheimer, Nat
Cc: Washington, Joel R.
Subject: Florida Ave. Properties

I gave a copy of the writeup to Art earlier this morning at his request.

Also, though we had talked about doing an analysis for the Board of the effect of different levels of subsidy on value to Metro, after talking with Joel and FTA, I deferred asking BSA to do so 1) because of FTA's direction on Florida Avenue and 2) to conserve consultant $.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012403

Doggett, Rosalyn

From: Bushnaq, Tariq
Sent: Wednesday, December 03, 2008 12:22 PM
To: Schmitt, Patrick
Cc: Chu, Mable; Medina, Ed; Doggett, Rosalyn
Subject: Re: Prince George's Plaza
Attachments: Closing Binder Volume1.pdf; Closing Binder Volume 2.pdf

Patrick,

Yes, we should have it in the development agreement documents (See second attachment) but is not easy to comprehend as there are overlapping access easements for Retail, Residential and office components.

WMATA reserved areas contain the garage and platforms and WMATA maintains all duel-use roadways off Belcrest Road and md 410. Retail lease maintains Belcrest Center Road (See Exhibits under B-2 for exact limits)

I believe Roz has provided this info to MTPD and the City of Hyattsville Police. Perhaps she can provide with a hard copy and minutes with her meetings with MTPD/City Police DEPT.

Tariq

Tariq Bushnaq, PE
Project Manager - Joint Development
Office of Joint Development & Adjacent Construction WMATA 600 Fifth Street, NW Washington, DC 20001
(202) 962-2043 Voice
(202) 962-1105 Fax
tbushnaq@wmata.com
www.wmata.com

>>> Patrick Schmitt 12/3/2008 12:02 PM >>>
Roz/Ed/Tariq---

Do we have a Plat or Survey of the Prince George's Plaza Station site that denotes boundaries and ownership? MTPD has requested something to backup thier jurisdiction in the event that they enforce in an area and are challenged over jurisdiction. Can we come up with something that shows what we own?

Thanks,

Patrick

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012404

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, December 03, 2008 12:18 PM
To: Mimi, Doggett
Subject: Fwd: Sites - As Requested
Attachments: DC, VA, MD - Wedding and Event Venues(1).xls

This is neither here nor there, a list provided by a co-worker who got married about 2 years ago- He had 189 guests, invited around 250, I think; neither he nor his wife is local

He actually had his ceremony outdoors in May next to the Tidal Basin at a small venue at the Jefferson Memorial which can be rented from the Park Service. He had NO rain contingency, but lucked out. He had to rent the chairs which he shared the cost of with the next couple that followed him..... He had his reception at the Omni Shoreham, small room and upper Terrace (I think Elissa had the big Terrace).

>>> Marc E. Biondi 12/3/2008 9:53 AM >>>
Here is the list that was provided by a friend.

Marc

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012405

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, December 03, 2008 12:11 PM
To: Washington, Joel R.
Subject: Fwd: Florida Avenue - update

fyi

>>> Joshua W. Montague 12/3/2008 11:23 AM >>>
Hi Roz,

As you may have noticed, I did not include the clarification list with the drafts sent to Developer/DLA. I decided to just call Devorah Lewin at DLA and go over my concerns informally.

During the course of that conversation, she mentioned two things that you should be aware of:

1. Devorah said that Banneker "bought out" Metropolis. I told her that this might be an issue since WMATA approved the developer on the basis of all members of the team. She is going to check with Omar and let me know what the actual status is.

2. She said the Developer might be planning on developing a building which traverses our property and the adjacent property. I told her that this might be an issue since this was not the project that WMATA approved and may cause problems if we had to terminate the lease. She will check with Omar and let me know what the intention is.

I have been trying to catch you but you have been out of your office. I will try to pop up again later this afternoon to discuss.

Josh

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012406

Doggett, Rosalyn

From: Montague, Joshua W.
Sent: Wednesday, December 03, 2008 11:23 AM
To: Doggett, Rosalyn
Subject: Florida Avenue - update

Hi Roz,

As you may have noticed, I did not include the clarification list with the drafts sent to Developer/DLA. I decided to just call Devorah Lewin at DLA and go over my concerns informally.

During the course of that conversation, she mentioned two things that you should be aware of:

1. Devorah said that Banneker "bought out" Metropolis. I told her that this might be an issue since WMATA approved the developer on the basis of all members of the team. She is going to check with Omar and let me know what the actual status is.

2. She said the Developer might be planning on developing a building which traverses our property and the adjacent property. I told her that this might be an issue since this was not the project that WMATA approved and may cause problems if we had to terminate the lease. She will check with Omar and let me know what the intention is.

I have been trying to catch you but you have been out of your office. I will try to pop up again later this afternoon to discuss.

Josh

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012407

Doggett, Rosalyn

From: Biondi, Marc E.
Sent: Wednesday, December 03, 2008 9:54 AM
To: Doggett, Rosalyn
Subject: Sites - As Requested
Attachments: DC, VA, MD - Wedding and Event Venues(1).xls

Here is the list that was provided by a friend.

Marc

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012408

Doggett, Rosalyn

From: Montague, Joshua W.
Sent: Tuesday, December 02, 2008 6:23 PM
To: Karim, Omar A.; Doggett, Rosalyn
Cc: 'Lewin', 'Devorah'; 'Flynn', 'Guy'; 'Bryant', 'Seth'
Subject: RE: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments
Attachments: Shaw-Howard Lease - Draft 120108.DOC; Shaw-Howard Joint Development Agreement - Draft 120108.doc

Here are the latest drafts of the JDA and Lease agreements. Please feel free to call/email me any questions.

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority 600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

The information contained in this email may be confidential and/or legally privileged. It has been sent for the sole use of the intended recipient(s). If the reader of this message is not an intended recipient, you are hereby notified that any unauthorized review, use, disclosure, dissemination, distribution, or copying of this communication, or any of its contents, is strictly prohibited. If you have received this communication in error, please contact the sender by reply email and destroy all copies of the original message.

>>> "Omar A. Karim" <okarim@bannekerventures.com> 12/1/2008 3:51 PM >>>
Ms. Doggett,

Any word on comments to the JDA/Lease?

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Friday, November 21, 2008 4:22 PM
To: Omar A. Karim
Cc: thicks@bannekerventures.com; Devorah' 'Lewin; Guy' 'Flynn; Seth' 'Bryant; Joel R. Washington; Joshua W. Montague
Subject: Re: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments

We'll do what you suggest in your last sentence. I would hope that we can get you our comments later next week and meet the following week. We will aim for that.

>>> "Omar A. Karim" <okarim@bannekerventures.com> 11/21/2008 9:35 AM >>>
Ms. Doggett,

Our counsel believes it would be best to meet after we have received the redlined version of your comments. As such, if you are able to provide them by today or early Monday, we could meet Tuesday morning. Otherwise, lets meet after Josh has received and incorporated all your comments.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012409

Thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, December 02, 2008 5:53 PM
To: Washington, Joel R.; Bottigheimer, Nat
Subject: Re: Fwd: RE: **URGENT** Meeting with Deputy Mayor Neil Albert
Attachments: FLORIDA AVENUE JOINT DEVELOPMENT PROJECT.doc

Nat, if the attached is what you are looking for, please send on to Art and Emeke. If not, I will edit.

>>> Nat Bottigheimer 11/27/2008 10:16 AM >>>
Regarding the Minnesota Ave letter, I had spoken with Shiva and Art and the suggested approach was for Art to forward to the Dep Mayor an email containing not a letter but the bullet points Marc Biondi included in the paragraph that starts with the GM say "I am concerned that...." That way, we're telling him we're preparing a letter response, and we tell him what the substance of the concerns are, but we're not putting a drafted letter in front of him.

I'm hoping Art and/or Ann can get this information to the Deputy Mayor as soon as possible, but by December 1st would be good.

Regarding the meeting with the Deputy Mayor on the 7th and Florida property, I'd like to recommend that if the Dep Mayor is part of it, then Emeka should be part of it, too (in addition to Roz). Roz and Joel, can you prepare materials for Emeka, please, that succinctly summarize the issue there (essentially, higher affordable housing requirements from Graham reduce land value to Metro to the point that we may need to get Board approval both on three possible items: 1) accepting lower value than approved; 2) rebidding the property; and 3) broader affordable housing policy from Board.).

Thanks very much, and Happy Thanksgiving Day to all,

Nat

>>> Joel R. Washington 11/25/08 4:04 PM >>>
I think there may be a timing issue with when a response is due from the GM. What are your thoughts on delaying the Minnesota Avenue response letter?

Joel

>>> Rosalyn Doggett 11/25/2008 3:08 PM >>>
Shall we hold the Minnesota Avenue letter until then?

>>> "Warrick, Xzaquoinett (EOM)" < Xzaquoinett.Warrick@dc.gov > 11/25/2008 3:05 PM >>>
All -

Tuesday will not work for DM Albert. Ill follow up with you all early part of next week to secure another date.

Quoinett Warrick

202-727-6851

Quoinett.Warrick@dc.gov

From: Ann Chisholm [mailto:achisholm@wmata.com]
Sent: Tuesday, November 25, 2008 1:46 PM
To: Warrick, Xzaquoinett (EOM)
Cc: Doggett, Rosalyn; Lawson, Arthuro V.; Wallace, Maria A; Washington,Joel R.
Subject: Fwd: **URGENT** Meeting with Deputy Mayor Neil Albert

Ms. Warrick,

Art is out of the office and asked me to see if we can reschedule the meeting for Tuesday, December 2nd at 1:30 p.m.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012411

Thanks

Ann

Ann E. Chisholm
Assistant Government Relations Officer
Policy and Government Relations
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001
202-962-2877
202-329-2764 (cell)
achisholm@wmata.com

>>> Rosalyn Doggett 11/25/2008 1:36 PM >>>

>>> "Warrick, Xzaquoinett (EOM)" < Xzaquoinett.Warrick@dc.gov > 11/25/2008 12:15 PM >>>
Rosalyn/Art -
Just following up to see if you Monday, December 1st @ 130pm-2pm will work for Neil and Rosalyn to meet. I've not heard from either of you, and I'm still holding the time. Please let me know if I should release the time and search for a new date or continue to hold.

Any and all assistance would be greatly appreciated.

Thanks in advance,
Q

Quoinett Warrick
202-727-6851
Quoinett.Warrick@dc.gov

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Thursday, November 20, 2008 4:46 PM
To: Warrick, Xzaquoinett (EOM)
Subject: Re: Meeting with Deputy Mayor Neil Albert

Quoinett, please arrange this through Art Lawson, our Government Relations Officer, which is standard procedure for us. Art's e-mail is alawson@wmata.com . His phone number is 962 1050.

Thanks, Rosalyn

>>> "Warrick, Xzaquoinett (EOM)" < Xzaquoinett.Warrick@dc.gov > 11/20/2008 3:49 PM >>>
Rosslyn -

Per my voicemail, I'd like to check your availability for a meeting with DM Albert on Monday, Nov 24th @ 215pm-245pm to discuss the metro project on 8th and Florida w/Banneker Ventures.

Please advise:

- If this date and time works for you

- Names of those accompanying you to this meeting

- Cell # for the day of the meeting

Thanks in advance,

Quoinett

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012412

Xzaquoinett Y. Warrick

Executive Assistant/Scheduler

Office of Planning & Economic Development

1350 Pennsylvania Avenue, NW

Suite 317

Washington, DC 20004

202-727-6851

Quoinett.Warrick@dc.gov < mailto:Quoinett.Warrick@dc.gov >

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012413

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, December 02, 2008 3:23 PM
To: Washington, Joel R.
Subject: Re: Fwd: RE: **URGENT** Meeting with Deputy Mayor Neil Albert
Attachments: FLORIDA AVENUE JOINT DEVELOPMENT PROJECT.doc

Do you think that the attached captures what Nat wants on Florida Avenue?

>>> Nat Bottigheimer 11/27/2008 10:16 AM >>>
Regarding the Minnesota Ave letter, I had spoken with Shiva and Art and the suggested approach was for Art to forward to the Dep Mayor an email containing not a letter but the bullet points Marc Biondi included in the paragraph that starts with the GM say "I am concerned that...." That way, we're telling him we're preparing a letter response, and we tell him what the substance of the concerns are, but we're not putting a drafted letter in front of him.

I'm hoping Art and/or Ann can get this information to the Deputy Mayor as soon as possible, but by December 1st would be good.

Regarding the meeting with the Deputy Mayor on the 7th and Florida property, I'd like to recommend that if the Dep Mayor is part of it, then Emeka should be part of it, too (in addition to Roz). Roz and Joel, can you prepare materials for Emeka, please, that succinctly summarize the issue there (essentially, higher affordable housing requirements from Graham reduce land value to Metro to the point that we may need to get Board approval both on three possible items: 1) accepting lower value than approved; 2) rebidding the property; and 3) broader affordable housing policy from Board.).

Thanks very much, and Happy Thanksgiving Day to all,

Nat

>>> Joel R. Washington 11/25/08 4:04 PM >>>
I think there may be a timing issue with when a response is due from the GM. What are your thoughts on delaying the Minnesota Avenue response letter?

Joel

>>> Rosalyn Doggett 11/25/2008 3:08 PM >>>
Shall we hold the Minnesota Avenue letter until then?

>>> "Warrick, Xzaquoinett (EOM)" < Xzaquoinett.Warrick@dc.gov > 11/25/2008 3:05 PM >>>
All -

Tuesday will not work for DM Albert. Ill follow up with you all early part of next week to secure another date.

Quoinett Warrick

202-727-6851

Quoinett.Warrick@dc.gov

From: Ann Chisholm [mailto:achisholm@wmata.com]
Sent: Tuesday, November 25, 2008 1:46 PM
To: Warrick, Xzaquoinett (EOM)
Cc: Doggett, Rosalyn; Lawson, Arthuro V.; Wallace, Maria A; Washington,Joel R.
Subject: Fwd: **URGENT** Meeting with Deputy Mayor Neil Albert

Ms. Warrick,

Art is out of the office and asked me to see if we can reschedule the meeting for Tuesday, December 2nd at 1:30 p.m.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012414

Thanks

Ann

Ann E. Chisholm
Assistant Government Relations Officer
Policy and Government Relations
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001
202-962-2877
202-329-2764 (cell)
achisholm@wmata.com

>>> Rosalyn Doggett 11/25/2008 1:36 PM >>>

>>> "Warrick, Xzaquoinett (EOM)" < Xzaquoinett.Warrick@dc.gov > 11/25/2008 12:15 PM >>>
Rosalyn/Art -
Just following up to see if you Monday, December 1st @ 130pm-2pm will work for Neil and Rosalyn to meet. I've not heard from either of you, and I'm still holding the time. Please let me know if I should release the time and search for a new date or continue to hold.

Any and all assistance would be greatly appreciated.

Thanks in advance,
Q

Quoinett Warrick
202-727-6851
Quoinett.Warrick@dc.gov

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Thursday, November 20, 2008 4:46 PM
To: Warrick, Xzaquoinett (EOM)
Subject: Re: Meeting with Deputy Mayor Neil Albert

Quoinett, please arrange this through Art Lawson, our Government Relations Officer, which is standard procedure for us. Art's e-mail is alawson@wmata.com . His phone number is 962 1050.

Thanks, Rosalyn

>>> "Warrick, Xzaquoinett (EOM)" < Xzaquoinett.Warrick@dc.gov > 11/20/2008 3:49 PM >>>
Rosslyn -

Per my voicemail, I'd like to check your availability for a meeting with DM Albert on Monday, Nov 24th @ 215pm-245pm to discuss the metro project on 8th and Florida w/Banneker Ventures.

Please advise:

- If this date and time works for you

- Names of those accompanying you to this meeting

- Cell # for the day of the meeting

Thanks in advance,

Quoinett

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012415

Xzaquoinett Y. Warrick

Executive Assistant/Scheduler

Office of Planning & Economic Development

1350 Pennsylvania Avenue, NW

Suite 317

Washington, DC 20004

202-727-6851

Quoinett.Warrick@dc.gov < mailto:Quoinett.Warrick@dc.gov >

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012416

Doggett, Rosalyn

From: Waszczak, Joanne
Sent: Tuesday, December 02, 2008 2:35 PM
To: Doggett, Rosalyn
Subject: Re: articles and Florida Ave

Hi Roz,

Sorry that I didn't attend the Florida Ave meeting with you and Josh on Wednesday afternoon. I teleworked that day because I had a couple of time sensitive deadlines. Hope the meeting went well.

I'd love to be included on any future meetings.

Joanne

>>> Rosalyn Doggett 11/25/2008 5:13 PM >>>
he'll probably come to my office, so feel free to join us

>>> Joanne Waszczak 11/25/2008 5:12 PM >>>
Roz,

If you think I would learn key points from your meeting with Josh, I would be happy to attend. Just let me know.

I'll ask Joel about joining you at next week's meeting.

Joanne

>>> Rosalyn Doggett 11/25/2008 5:08 PM >>>
well, I am meeting with Josh Montague our lawyer at 1:30 tomorrow to go over documents; I don't think this is what you had in mind

Joel and I may be meeting with the Deputy Mayor of DC next week but you would have to ask Joel about that one

that's all for the moment but I hear your message and will remember (I hope) to include you

>>> Joanne Waszczak 11/25/2008 5:02 PM >>>
Roz,

Thanks for loaning those articles to me. I appreciate you thinking of me.

I would like to stay involved in the Florida Avenue project meetings, if possible. It is a very instructive case study that encompasses so many compelling and important topics: TOD, affordable housing, the current economic crisis, revitalization, gentrification and more. I appreciate the chance to listen and learn, and I would like to be helpful to you in some way as well, if possible.

Enjoy your holiday,
Joanne

>>> Rosalyn Doggett 11/7/2008 3:43 PM >>>
Our economic consultant has manipulated the Florida Avenue pro forma to see what is required to get both affordable housing and a value equal to or exceeding the net present value (NPV) of the next highest offeror. By adjusting certain variables within what he thinks is reason, Eric believes that we can still get the lion's share of what we were to get (except that base rent is $430k instead of $597k). What he shows is not the only way to skin the cat, but just an example that better conforms to the term sheet. (I haven't examined it in detail yet.)

>>> <eric.smart@bolansmart.com> 11/7/2008 2:51 PM >>>
Roz

Attached is Omar's latest proforma with a series of inputs marked by BSA that are either WMATA requirements and / or possible places for changes based on reasonable assumptions. Note that a required year one WMATA rent of $430,000 escalated at 3.0% gets you to

FOIA CONFIDENTIAL TREATMENT REQUESTED

approximately the next highest proposal NPV, including adjusting the next highest proposal to assume a 2009 contract start date (deferred option payment from 2008 in earlier modeling).

Eric

--
Eric Smart, Bolan Smart Associates, Inc.
1250 24th Street, NW, Suite 300, Washington, DC 20037 202-776-7740 (direct), 202-841-2227 (cell), 202-371-1333 (BSA general) www.bolansmart.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012418

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, December 02, 2008 1:37 PM
To: Biondi, Marc E.; Washington, Joel R.
Subject: Re: Fwd: RE: **URGENT** Meeting with Deputy Mayor Neil Albert
Attachments: WMATA CONCERNS AT MINNESOTA AVENUE DOES SITE.doc

This meeting is now scheduled for Thursday and is primarily about Florida Avenue. However, in response to Nat's e-mail, I prepared the following bullet points. Perhaps they are no longer timely. Marc, please review and edit as you see necessary.

>>> Nat Bottigheimer 11/27/2008 10:16 AM >>>
Regarding the Minnesota Ave letter, I had spoken with Shiva and Art and the suggested approach was for Art to forward to the Dep Mayor an email containing not a letter but the bullet points Marc Biondi included in the paragraph that starts with the GM say "I am concerned that...." That way, we're telling him we're preparing a letter response, and we tell him what the substance of the concerns are, but we're not putting a drafted letter in front of him.

I'm hoping Art and/or Ann can get this information to the Deputy Mayor as soon as possible, but by December 1st would be good.

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Thanks very much, and Happy Thanksgiving Day to all,

Nat

>>> Joel R. Washington 11/25/08 4:04 PM >>>
I think there may be a timing issue with when a response is due from the GM. What are your thoughts on delaying the Minnesota Avenue response letter?

Joel

>>> Rosalyn Doggett 11/25/2008 3:08 PM >>>
Shall we hold the Minnesota Avenue letter until then?

>>> "Warrick, Xzaquoinett (EOM)" < Xzaquoinett.Warrick@dc.gov > 11/25/2008 3:05 PM >>>
All -

Tuesday will not work for DM Albert. Ill follow up with you all early part of next week to secure another date.

Quoinett Warrick

202-727-6851

Quoinett.Warrick@dc.gov

From: Ann Chisholm [mailto:achisholm@wmata.com]
Sent: Tuesday, November 25, 2008 1:46 PM
To: Warrick, Xzaquoinett (EOM)
Cc: Doggett, Rosalyn; Lawson, Arthuro V.; Wallace, Maria A; Washington,Joel R.
Subject: Fwd: **URGENT** Meeting with Deputy Mayor Neil Albert

Ms. Warrick,

Art is out of the office and asked me to see if we can reschedule the meeting for Tuesday, December 2nd at 1:30 p.m.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012419

Thanks

Ann

Ann E. Chisholm
Assistant Government Relations Officer
Policy and Government Relations
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001
202-962-2877
202-329-2764 (cell)
achisholm@wmata.com

>>> Rosalyn Doggett 11/25/2008 1:36 PM >>>

>>> "Warrick, Xzaquoinett (EOM)" < Xzaquoinett.Warrick@dc.gov > 11/25/2008 12:15 PM >>>
Rosalyn/Art -
Just following up to see if you Monday, December 1st @ 130pm-2pm will work for Neil and Rosalyn to meet. I've not heard from either of you, and I'm still holding the time. Please let me know if I should release the time and search for a new date or continue to hold.

Any and all assistance would be greatly appreciated.

Thanks in advance,
Q

Quoinett Warrick
202-727-6851
Quoinett.Warrick@dc.gov

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Thursday, November 20, 2008 4:46 PM
To: Warrick, Xzaquoinett (EOM)
Subject: Re: Meeting with Deputy Mayor Neil Albert

Quoinett, please arrange this through Art Lawson, our Government Relations Officer, which is standard procedure for us. Art's e-mail is alawson@wmata.com . His phone number is 962 1050.

Thanks, Rosalyn

>>> "Warrick, Xzaquoinett (EOM)" < Xzaquoinett.Warrick@dc.gov > 11/20/2008 3:49 PM >>>
Rosslyn -

Per my voicemail, I'd like to check your availability for a meeting with DM Albert on Monday, Nov 24th @ 215pm-245pm to discuss the metro project on 8th and Florida w/Banneker Ventures.

Please advise:

- If this date and time works for you

- Names of those accompanying you to this meeting

- Cell # for the day of the meeting

Thanks in advance,

Quoinett

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012420

Xzaquoinett Y. Warrick

Executive Assistant/Scheduler

Office of Planning & Economic Development

1350 Pennsylvania Avenue, NW

Suite 317

Washington, DC 20004

202-727-6851

Quoinett.Warrick@dc.gov < mailto:Quoinett.Warrick@dc.gov >

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012421

Doggett, Rosalyn

From: Chisholm, Ann
Sent: Tuesday, December 02, 2008 11:38 AM
To: Lawson, Arthuro V.; Washington, Joel R.; Moneme, Emeka; Ballard, Khalilah; Bottigheimer, Nat; Doggett, Rosalyn
Cc: Wilson, Sara; Wallace, Maria A; Kline, Sarah A.
Subject: Fwd: RE: **URGENT** Meeting with Deputy Mayor Neil Albert

Thanks

>>> Khalilah Ballard 12/2/2008 11:28:02 AM >>>
Yes, Emeka will be available.

>>> Nat Bottigheimer 12/2/2008 11:22:39 AM >>>
ok with me....Emeka, is it ok with you?

>>> Ann Chisholm 12/2/2008 11:20 AM >>>
Ms. Warrick (Deputy Mayor's Office) suggested meeting with Mr. Albert after the Board meeting on Thursday, December 4th at about 1:30/2:00 p.m. Let me know if you are available. Nat can you host the meeting in your conference room?
Thanks

Ann

Ann E. Chisholm
Assistant Government Relations Officer
Policy and Government Relations
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001
202-962-2877
202-329-2764 (cell)
achisholm@wmata.com

>>> "Warrick, Xzaquoinett (EOM)" < Xzaquoinett.Warrick@dc.gov > 11/25/2008 3:05:27 PM >>>

All -Tuesday will not work for DM Albert. Ill follow up with you all early part of next week to secure another date.
Quoinett Warrick202-727-6851
Quoinett.Warrick@dc.gov From: Ann Chisholm [mailto:achisholm@wmata.com]
Sent: Tuesday, November 25, 2008 1:46 PM
To: Warrick, Xzaquoinett (EOM)
Cc: Doggett, Rosalyn; Lawson, Arthuro V.; Wallace, Maria A; Washington,Joel R.
Subject: Fwd: **URGENT** Meeting with Deputy Mayor Neil Albert

Ms. Warrick,

Art is out of the office and asked me to see if we can reschedule the meeting for Tuesday, December 2nd at 1:30 p.m.

Thanks

Ann

Ann E. Chisholm
Assistant Government Relations Officer
Policy and Government Relations
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001
202-962-2877
202-329-2764 (cell)
achisholm@wmata.com

>>> Rosalyn Doggett 11/25/2008 1:36 PM >>>

>>> "Warrick, Xzaquoinett (EOM)" < Xzaquoinett.Warrick@dc.gov > 11/25/2008 12:15 PM >>>
Rosalyn/Art -
Just following up to see if you Monday, December 1st @ 130pm-2pm will work for Neil and Rosalyn to meet. I've not heard from either of you, and I'm still holding the time. Please let me know if I should release the time and search for a new date or continue to hold.

Any and all assistance would be greatly appreciated.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012422

Thanks in advance,
Q

Quoinett Warrick
202-727-6851
Quoinett.Warrick@dc.gov

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Thursday, November 20, 2008 4:46 PM
To: Warrick, Xzaquoinett (EOM)
Subject: Re: Meeting with Deputy Mayor Neil Albert

Quoinett, please arrange this through Art Lawson, our Government Relations Officer, which is standard procedure for us. Art's e-mail is alawson@wmata.com . His phone number is 962 1050.

Thanks, Rosalyn

>>> "Warrick, Xzaquoinett (EOM)" < Xzaquoinett.Warrick@dc.gov > 11/20/2008 3:49 PM >>>
Rosslyn -

Per my voicemail, I'd like to check your availability for a meeting with DM Albert on Monday, Nov 24th @ 215pm-245pm to discuss the metro project on 8th and Florida w/Banneker Ventures.

Please advise:

- If this date and time works for you

- Names of those accompanying you to this meeting

- Cell # for the day of the meeting

Thanks in advance,

Quoinett

Xzaquoinett Y. Warrick

Executive Assistant/Scheduler

Office of Planning & Economic Development

1350 Pennsylvania Avenue, NW

Suite 317

Washington, DC 20004

202-727-6851

Quoinett.Warrick@dc.gov < mailto:Quoinett.Warrick@dc.gov >

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012423

Doggett, Rosalyn

From: Ballard, Khalilah
Sent: Tuesday, December 02, 2008 11:28 AM
To: Chisholm, Ann; Lawson, Arthuro V.; Washington, Joel R.; Moneme, Emeka; Bottigheimer, Nat; Doggett, Rosalyn
Cc: Wilson, Sara; Wallace, Maria A; Kline, Sarah A.
Subject: Fwd: RE: **URGENT** Meeting with Deputy Mayor Neil Albert

Yes, Emeka will be available.

>>> Nat Bottigheimer 12/2/2008 11:22:39 AM >>>
ok with me....Emeka, is it ok with you?

>>> Ann Chisholm 12/2/2008 11:20 AM >>>
Ms. Warrick (Deputy Mayor's Office) suggested meeting with Mr. Albert after the Board meeting on Thursday, December 4th at about 1:30/2:00 p.m. Let me know if you are available. Nat can you host the meeting in your conference room? Thanks

Ann

Ann E. Chisholm
Assistant Government Relations Officer
Policy and Government Relations
Washington Metropolitan Area Transit Authority 600 Fifth Street, NW Washington, DC 20001
202-962-2877
202-329-2764 (cell)
achisholm@wmata.com

>>> "Warrick, Xzaquoinett (EOM)" <Xzaquoinett.Warrick@dc.gov> 11/25/2008
>>> 3:05:27 PM >>>

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Quoinett.Warrick@dc.govFrom: Ann Chisholm [mailto:achisholm@wmata.com]
Sent: Tuesday, November 25, 2008 1:46 PM
To: Warrick, Xzaquoinett (EOM)
Cc: Doggett, Rosalyn; Lawson, Arthuro V.; Wallace, Maria A; Washington,Joel R.
Subject: Fwd: **URGENT** Meeting with Deputy Mayor Neil Albert

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Art is out of the office and asked me to see if we can reschedule the meeting for Tuesday, December 2nd at 1:30 p.m.

Thanks

Ann

Ann E. Chisholm
Assistant Government Relations Officer
Policy and Government Relations
Washington Metropolitan Area Transit Authority 600 Fifth Street, NW Washington, DC 20001
202-962-2877
202-329-2764 (cell)
achisholm@wmata.com

>>> Rosalyn Doggett 11/25/2008 1:36 PM >>>

>>> "Warrick, Xzaquoinett (EOM)" < Xzaquoinett.Warrick@dc.gov >
>>> 11/25/2008 12:15 PM >>>
Rosalyn/Art -
Just following up to see if you Monday, December 1st @ 130pm-2pm will work for Neil and Rosalyn to meet. I've not heard from either of you, and I'm still holding the time. Please let me know if I should release the time and search for a new date or continue to hold.

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Thanks in advance,
Q

Quoinett Warrick

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012424

202-727-6851
Quoinett.Warrick@dc.gov

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Thursday, November 20, 2008 4:46 PM
To: Warrick, Xzaquoinett (EOM)
Subject: Re: Meeting with Deputy Mayor Neil Albert

Quoinett, please arrange this through Art Lawson, our Government Relations Officer, which is standard procedure for us. Art's e-mail is alawson@wmata.com . His phone number is 962 1050.

Thanks, Rosalyn

>>> "Warrick, Xzaquoinett (EOM)" < Xzaquoinett.Warrick@dc.gov >
>>> 11/20/2008
3:49 PM >>>
Rosslyn -

Per my voicemail, I'd like to check your availability for a meeting with DM Albert on Monday, Nov 24th @ 215pm-245pm to discuss the metro project on 8th and Florida w/Banneker Ventures.

Please advise:

- If this date and time works for you

- Names of those accompanying you to this meeting

- Cell # for the day of the meeting

Thanks in advance,

Quoinett

Xzaquoinett Y. Warrick

Executive Assistant/Scheduler

Office of Planning & Economic Development

1350 Pennsylvania Avenue, NW

Suite 317

Washington, DC 20004

202-727-6851

Quoinett.Warrick@dc.gov < mailto:Quoinett.Warrick@dc.gov >

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012425

Doggett, Rosalyn

From: Bottigheimer, Nat
Sent: Tuesday, December 02, 2008 11:23 AM
To: Chisholm, Ann; Lawson, Arthuro V.; Washington, Joel R.; Moneme, Emeka; Doggett, Rosalyn
Cc: Wilson, Sara; Wallace, Maria A; Kline, Sarah A.; Ballard, Khalilah
Subject: Fwd: RE: **URGENT** Meeting with Deputy Mayor Neil Albert

ok with me....Emeka, is it ok with you?

>>> Ann Chisholm 12/2/2008 11:20 AM >>>
Ms. Warrick (Deputy Mayor's Office) suggested meeting with Mr. Albert after the Board meeting on Thursday, December 4th at about 1:30/2:00 p.m. Let me know if you are available. Nat can you host the meeting in your conference room? Thanks

Ann

Ann E. Chisholm
Assistant Government Relations Officer
Policy and Government Relations
Washington Metropolitan Area Transit Authority 600 Fifth Street, NW Washington, DC 20001
202-962-2877
202-329-2764 (cell)
achisholm@wmata.com

>>> "Warrick, Xzaquoinett (EOM)" <Xzaquoinett.Warrick@dc.gov> 11/25/2008
>>> 3:05:27 PM >>>

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Quoinett.Warrick@dc.govFrom: Ann Chisholm [mailto:achisholm@wmata.com]
Sent: Tuesday, November 25, 2008 1:46 PM
To: Warrick, Xzaquoinett (EOM)
Cc: Doggett, Rosalyn; Lawson, Arthuro V.; Wallace, Maria A; Washington,Joel R.
Subject: Fwd: **URGENT** Meeting with Deputy Mayor Neil Albert

Ms. Warrick,

Art is out of the office and asked me to see if we can reschedule the meeting for Tuesday, December 2nd at 1:30 p.m.

Thanks

Ann

Ann E. Chisholm
Assistant Government Relations Officer
Policy and Government Relations
Washington Metropolitan Area Transit Authority 600 Fifth Street, NW Washington, DC 20001
202-962-2877
202-329-2764 (cell)
achisholm@wmata.com

>>> Rosalyn Doggett 11/25/2008 1:36 PM >>>

>>> "Warrick, Xzaquoinett (EOM)" < Xzaquoinett.Warrick@dc.gov >
>>> 11/25/2008 12:15 PM >>>
Rosalyn/Art -
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Any and all assistance would be greatly appreciated.

Thanks in advance,
Q

Quoinett Warrick
202-727-6851
Quoinett.Warrick@dc.gov

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

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012426

From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Thursday, November 20, 2008 4:46 PM
To: Warrick, Xzaquoinett (EOM)
Subject: Re: Meeting with Deputy Mayor Neil Albert

Quoinett, please arrange this through Art Lawson, our Government Relations Officer, which is standard procedure for us. Art's e-mail is alawson@wmata.com . His phone number is 962 1050.

Thanks, Rosalyn

>>> "Warrick, Xzaquoinett (EOM)" < Xzaquoinett.Warrick@dc.gov >
>>> 11/20/2008
3:49 PM >>>
Rosslyn -

Per my voicemail, I'd like to check your availability for a meeting with DM Albert on Monday, Nov 24th @ 215pm-245pm to discuss the metro project on 8th and Florida w/Banneker Ventures.

Please advise:

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- Names of those accompanying you to this meeting

- Cell # for the day of the meeting

Thanks in advance,

Quoinett

Xzaquoinett Y. Warrick

Executive Assistant/Scheduler

Office of Planning & Economic Development

1350 Pennsylvania Avenue, NW

Suite 317

Washington, DC 20004

202-727-6851

Quoinett.Warrick@dc.gov < mailto:Quoinett.Warrick@dc.gov >

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012427

Doggett, Rosalyn

From: Chisholm, Ann
Sent: Tuesday, December 02, 2008 11:21 AM
To: Lawson, Arthuro V.; Washington, Joel R.; Moneme, Emeka; Bottigheimer, Nat; Doggett, Rosalyn
Cc: Wilson, Sara; Wallace, Maria A; Kline, Sarah A.
Subject: Fwd: RE: **URGENT** Meeting with Deputy Mayor Neil Albert

Ms. Warrick (Deputy Mayor's Office) suggested meeting with Mr. Albert after the Board meeting on Thursday, December 4th at about 1:30/2:00 p.m. Let me know if you are available. Nat can you host the meeting in your conference room? Thanks

Ann

Ann E. Chisholm
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Policy and Government Relations
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001
202-962-2877
202-329-2764 (cell)
achisholm@wmata.com

>>> "Warrick, Xzaquoinett (EOM)" <Xzaquoinett.Warrick@dc.gov> 11/25/2008 3:05:27 PM >>>

All â€"

Tuesday will not work for DM Albert. Iâ€™ll follow up with you all early part of next week to secure another date.

QUOINETT WARRICK
202-727-6851

QUOINETT.WARRICK@DC.GOV

From: Ann Chisholm [mailto:achisholm@wmata.com]
Sent: Tuesday, November 25, 2008 1:46 PM
To: Warrick, Xzaquoinett (EOM)
Cc: Doggett, Rosalyn; Lawson, Arthuro V.; Wallace, Maria A; Washington,Joel R.
Subject: Fwd: **URGENT** Meeting with Deputy Mayor Neil Albert

Ms. Warrick,

Art is out of the office and asked me to see if we can reschedule the meeting for Tuesday, December 2nd at 1:30 p.m.

Thanks

Ann

Ann E. Chisholm
Assistant Government Relations Officer
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600 Fifth Street, NW
Washington, DC 20001
202-962-2877
202-329-2764 (cell)
achisholm@wmata.com

>>> Rosalyn Doggett 11/25/2008 1:36 PM >>>

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Rosalyn/Art -
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FOIA CONFIDENTIAL TREATMENT REQUESTED

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Any and all assistance would be greatly appreciated.

Thanks in advance,
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Quoinett Warrick
202-727-6851
Quoinett.Warrick@dc.gov

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From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Thursday, November 20, 2008 4:46 PM
To: Warrick, Xzaquoinett (EOM)
Subject: Re: Meeting with Deputy Mayor Neil Albert

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Thanks in advance,

Quoinett

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Executive Assistant/Scheduler

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Suite 317

Washington, DC 20004

202-727-6851

Quoinett.Warrick@dc.gov < mailto:Quoinett.Warrick@dc.gov >

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012429

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, December 02, 2008 10:00 AM
To: Montague, Joshua W.
Subject: Fwd: RE: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments

>>> "Omar A. Karim" <okarim@bannekerventures.com> 12/2/2008 9:33 AM >>>
Thank you.

Omar

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Tuesday, December 02, 2008 9:18 AM
To: Omar A. Karim
Subject: RE: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments

I had expected it to go out Wed or yesterday. I am following up.

>>> "Omar A. Karim" <okarim@bannekerventures.com> 12/1/2008 3:51 PM >>>
Ms. Doggett,

Any word on comments to the JDA/Lease?

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Friday, November 21, 2008 4:22 PM
To: Omar A. Karim
Cc: thicks@bannekerventures.com; Devorah' 'Lewin; Guy' 'Flynn; Seth' 'Bryant; Joel R. Washington; Joshua W. Montague
Subject: Re: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments

We'll do what you suggest in your last sentence. I would hope that we can get you our comments later next week and meet the following week. We will aim for that.

>>> "Omar A. Karim" <okarim@bannekerventures.com> 11/21/2008 9:35 AM >>>
Ms. Doggett,

Our counsel believes it would be best to meet after we have received the redlined version of your comments. As such, if you are able to provide them by today or early Monday, we could meet Tuesday morning. Otherwise, lets meet after Josh has received and incorporated all your comments.

Thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012430

okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Tuesday, December 02, 2008 9:33 AM
To: Doggett, Rosalyn
Cc: thicks@bannekerventures.com; 'Lewin', 'Devorah'; 'Flynn', 'Guy'; 'Bryant', 'Seth'
Subject: RE: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments

Thank you.

Omar

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Tuesday, December 02, 2008 9:18 AM
To: Omar A. Karim
Subject: RE: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments

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Ms. Doggett,

Any word on comments to the JDA/Lease?

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
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Sent: Friday, November 21, 2008 4:22 PM
To: Omar A. Karim
Cc: thicks@bannekerventures.com; Devorah' 'Lewin; Guy' 'Flynn; Seth'
'Bryant; Joel R. Washington; Joshua W. Montague
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Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012432

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, December 02, 2008 9:22 AM
To: Montague, Joshua W.
Subject: Fwd: RE: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments

not at the moment

>>> Joshua W. Montague 12/2/2008 9:17 AM >>>
Hi Roz,

I am meeting with Carol/Bruce today at 11am. I will give you an update as soon as I am done.

Barring any major changes, I am hoping to have drafts for Mr. Karim early this afternoon.

I am also putting together a list of "clarifications" regarding treatment of the tunnel, our tax-exempt status, etc. The idea is to clear up any confusion on issues unique to WMATA (and to take these issues off of the bargaining table). Do you have anything that you think should be added to this list?

Thanks,

Josh

>>> Rosalyn Doggett 12/2/2008 9:09 AM >>>

>>> "Omar A. Karim" <okarim@bannekerventures.com> 12/1/2008 3:51 PM >>>
Ms. Doggett,

Any word on comments to the JDA/Lease?

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Friday, November 21, 2008 4:22 PM
To: Omar A. Karim
Cc: thicks@bannekerventures.com; Devorah' 'Lewin; Guy' 'Flynn; Seth' 'Bryant; Joel R. Washington; Joshua W. Montague
Subject: Re: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments

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Omar

FOIA CONFIDENTIAL TREATMENT REQUESTED

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Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, December 02, 2008 9:18 AM
To: Karim, Omar A.
Subject: RE: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments

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Ms. Doggett,

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Omar

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Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Friday, November 21, 2008 4:22 PM
To: Omar A. Karim
Cc: thicks@bannekerventures.com; Devorah' 'Lewin; Guy' 'Flynn; Seth' 'Bryant; Joel R. Washington; Joshua W. Montague
Subject: Re: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments

We'll do what you suggest in your last sentence. I would hope that we can get you our comments later next week and meet the following week. We will aim for that.

>>> "Omar A. Karim" <okarim@bannekerventures.com> 11/21/2008 9:35 AM >>>
Ms. Doggett,

Our counsel believes it would be best to meet after we have received the redlined version of your comments. As such, if you are able to provide them by today or early Monday, we could meet Tuesday morning. Otherwise, lets meet after Josh has received and incorporated all your comments.

Thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012436

Doggett, Rosalyn

From: Montague, Joshua W.
Sent: Tuesday, December 02, 2008 9:18 AM
To: Doggett, Rosalyn
Subject: Fwd: RE: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments

Hi Roz,

I am meeting with Carol/Bruce today at 11am. I will give you an update as soon as I am done.

Barring any major changes, I am hoping to have drafts for Mr. Karim early this afternoon.

I am also putting together a list of "clarifications" regarding treatment of the tunnel, our tax-exempt status, etc. The idea is to clear up any confusion on issues unique to WMATA (and to take these issues off of the bargaining table). Do you have anything that you think should be added to this list?

Thanks,

Josh

>>> Rosalyn Doggett 12/2/2008 9:09 AM >>>

>>> "Omar A. Karim" <okarim@bannekerventures.com> 12/1/2008 3:51 PM >>>
Ms. Doggett,

Any word on comments to the JDA/Lease?

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Friday, November 21, 2008 4:22 PM
To: Omar A. Karim
Cc: thicks@bannekerventures.com; Devorah' 'Lewin; Guy' 'Flynn; Seth' 'Bryant; Joel R. Washington; Joshua W. Montague
Subject: Re: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments

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Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012437

Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012438

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, December 02, 2008 9:09 AM
To: Montague, Joshua W.
Subject: Fwd: RE: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments

>>> "Omar A. Karim" <okarim@bannekerventures.com> 12/1/2008 3:51 PM >>>
Ms. Doggett,

Any word on comments to the JDA/Lease?

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Omar A. Karim
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700 12th Street, NW, Suite 700
Washington, DC 20005
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(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012439

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, December 02, 2008 8:57 AM
To: Montague, Joshua W.
Subject: Re: Florida Avenue update

please update

>>> Joshua W. Montague 12/1/2008 3:44 PM >>>
Hi Roz,

I am meeting tomorrow at 11am with Carol to go over the reply to the developer. Hopefully the drafts will be ready to go right after.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012440

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Monday, December 01, 2008 3:52 PM
To: Doggett, Rosalyn
Cc: thicks@bannekerventures.com; 'Lewin', 'Devorah'; 'Flynn', 'Guy'; 'Bryant', 'Seth'; Montague, Joshua W.; Washington, Joel R.
Subject: RE: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments

Ms. Doggett,

Any word on comments to the JDA/Lease?

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
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Sent: Friday, November 21, 2008 4:22 PM
To: Omar A. Karim
Cc: thicks@bannekerventures.com; Devorah' 'Lewin; Guy' 'Flynn; Seth' 'Bryant; Joel R. Washington; Joshua W. Montague
Subject: Re: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments

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Thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012441

Doggett, Rosalyn

From: Montague, Joshua W.
Sent: Monday, December 01, 2008 3:45 PM
To: Doggett, Rosalyn
Subject: Florida Avenue update

Hi Roz,

I am meeting tomorrow at 11am with Carol to go over the reply to the developer. Hopefully the drafts will be ready to go right after.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012442

Doggett, Rosalyn

From: Montague, Joshua W.
Sent: Monday, December 01, 2008 11:48 AM
To: Doggett, Rosalyn
Subject: Florida Avenue language

Hi Roz,

Following up on something we were discussing last week, I noticed that the "commercially reasonable best efforts" language proposed by Banneker is almost identical to the language used in the Greenbelt JD agreement.

Kermit is not here today, but I will try to follow up with him to see where he got this language from when he drafted the Greenbelt docs.

Thought you might find that interesting.

Josh

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Bottigheimer, Nat
Sent: Thursday, November 27, 2008 10:16 AM
To: arthemalaw@aol.com; Washington, Joel R.
Cc: Chisholm, Ann; Moneme, Emeka; Doggett, Rosalyn; alwason@wmata.com
Subject: Re: Fwd: RE: **URGENT** Meeting with Deputy Mayor Neil Albert

Regarding the Minnesota Ave letter, I had spoken with Shiva and Art and the suggested approach was for Art to forward to the Dep Mayor an email containing not a letter but the bullet points Marc Biondi included in the paragraph that starts with the GM say "I am concerned that...." That way, we're telling him we're preparing a letter response, and we tell him what the substance of the concerns are, but we're not putting a drafted letter in front of him.

I'm hoping Art and/or Ann can get this information to the Deputy Mayor as soon as possible, but by December 1st would be good.

Regarding the meeting with the Deputy Mayor on the 7th and Florida property, I'd like to recommend that if the Dep Mayor is part of it, then Emeka should be part of it, too (in addition to Roz). Roz and Joel, can you prepare materials for Emeka, please, that succinctly summarize the issue there (essentially, higher affordable housing requirements from Graham reduce land value to Metro to the point that we may need to get Board approval both on three possible items: 1) accepting lower value than approved; 2) rebidding the property; and 3) broader affordable housing policy from Board.).

Thanks very much, and Happy Thanksgiving Day to all,

Nat

>>> Joel R. Washington 11/25/08 4:04 PM >>>
I think there may be a timing issue with when a response is due from the GM. What are your thoughts on delaying the Minnesota Avenue response letter?

Joel

>>> Rosalyn Doggett 11/25/2008 3:08 PM >>>
Shall we hold the Minnesota Avenue letter until then?

>>> "Warrick, Xzaquoinett (EOM)" < Xzaquoinett.Warrick@dc.gov > 11/25/2008 3:05 PM >>>
All -

Tuesday will not work for DM Albert. Ill follow up with you all early part of next week to secure another date.

Quoinett Warrick

202-727-6851

Quoinett.Warrick@dc.gov

From: Ann Chisholm [mailto:achisholm@wmata.com]
Sent: Tuesday, November 25, 2008 1:46 PM
To: Warrick, Xzaquoinett (EOM)
Cc: Doggett, Rosalyn; Lawson, Arthuro V.; Wallace, Maria A; Washington,Joel R.
Subject: Fwd: **URGENT** Meeting with Deputy Mayor Neil Albert

Ms. Warrick,

Art is out of the office and asked me to see if we can reschedule the meeting for Tuesday, December 2nd at 1:30 p.m.

Thanks

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012444

Ann

Ann E. Chisholm
Assistant Government Relations Officer
Policy and Government Relations
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001
202-962-2877
202-329-2764 (cell)
achisholm@wmata.com

>>> Rosalyn Doggett 11/25/2008 1:36 PM >>>

>>> "Warrick, Xzaquoinett (EOM)" < Xzaquoinett.Warrick@dc.gov > 11/25/2008 12:15 PM >>>
Rosalyn/Art -
Just following up to see if you Monday, December 1st @ 130pm-2pm will work for Neil and Rosalyn to meet. I've not heard from either of you, and I'm still holding the time. Please let me know if I should release the time and search for a new date or continue to hold.

Any and all assistance would be greatly appreciated.

Thanks in advance,
Q

Quoinett Warrick
202-727-6851
Quoinett.Warrick@dc.gov

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Thursday, November 20, 2008 4:46 PM
To: Warrick, Xzaquoinett (EOM)
Subject: Re: Meeting with Deputy Mayor Neil Albert

Quoinett, please arrange this through Art Lawson, our Government Relations Officer, which is standard procedure for us. Art's e-mail is alawson@wmata.com . His phone number is 962 1050.

Thanks, Rosalyn

>>> "Warrick, Xzaquoinett (EOM)" < Xzaquoinett.Warrick@dc.gov > 11/20/2008 3:49 PM >>>
Rosslyn -

Per my voicemail, I'd like to check your availability for a meeting with DM Albert on Monday, Nov 24th @ 215pm-245pm to discuss the metro project on 8th and Florida w/Banneker Ventures.

Please advise:

- If this date and time works for you

- Names of those accompanying you to this meeting

- Cell # for the day of the meeting

Thanks in advance,

Quoinett

Xzaquoinett Y. Warrick

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012445

Executive Assistant/Scheduler

Office of Planning & Economic Development

1350 Pennsylvania Avenue, NW

Suite 317

Washington, DC 20004

202-727-6851

Quoinett.Warrick@dc.gov < mailto:Quoinett.Warrick@dc.gov >

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012446

Doggett, Rosalyn

From: Montague, Joshua W.
Sent: Wednesday, November 26, 2008 12:17 PM
To: Doggett, Rosalyn
Subject: Updates - Florida Avenue
Attachments: Shaw-Howard Joint Development Agreement - Draft 112608.doc; Shaw-Howard Lease - Draft 112608.DOC

Hi Roz,

Here are my updates. The rest I have flagged for us to discuss at 1:30.

Thanks,

Josh

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012447

Doggett, Rosalyn

From: Waszczak, Joanne
Sent: Tuesday, November 25, 2008 5:15 PM
To: Doggett, Rosalyn
Subject: Re: articles and Florida Ave

Okay. Thanks!

>>> Rosalyn Doggett 11/25/2008 5:13 PM >>>
he'll probably come to my office, so feel free to join us

>>> Joanne Waszczak 11/25/2008 5:12 PM >>>
Roz,

If you think I would learn key points from your meeting with Josh, I would be happy to attend. Just let me know.

I'll ask Joel about joining you at next week's meeting.

Joanne

>>> Rosalyn Doggett 11/25/2008 5:08 PM >>>
well, I am meeting with Josh Montague our lawyer at 1:30 tomorrow to go over documents; I don't think this is what you had in mind

Joel and I may be meeting with the Deputy Mayor of DC next week but you would have to ask Joel about that one

that's all for the moment but I hear your message and will remember (I hope) to include you

>>> Joanne Waszczak 11/25/2008 5:02 PM >>>
Roz,

Thanks for loaning those articles to me. I appreciate you thinking of me.

I would like to stay involved in the Florida Avenue project meetings, if possible. It is a very instructive case study that encompasses so many compelling and important topics: TOD, affordable housing, the current economic crisis, revitalization, gentrification and more. I appreciate the chance to listen and learn, and I would like to be helpful to you in some way as well, if possible.

Enjoy your holiday,
Joanne

>>> Rosalyn Doggett 11/7/2008 3:43 PM >>>
Our economic consultant has manipulated the Florida Avenue pro forma to see what is required to get both affordable housing and a value equal to or exceeding the net present value (NPV) of the next highest offeror. By adjusting certain variables within what he thinks is reason, Eric believes that we can still get the lion's share of what we were to get (except that base rent is $430k instead of $597k). What he shows is not the only way to skin the cat, but just an example that better conforms to the term sheet. (I haven't examined it in detail yet.)

>>> <eric.smart@bolansmart.com> 11/7/2008 2:51 PM >>>
Roz

Attached is Omar's latest proforma with a series of inputs marked by BSA that are either WMATA requirements and / or possible places for changes based on reasonable assumptions. Note that a required year one WMATA rent of $430,000 escalated at 3.0% gets you to approximately the next highest proposal NPV, including adjusting the next highest proposal to assume a 2009 contract start date (deferred option payment from 2008 in earlier modeling).

Eric

--
Eric Smart, Bolan Smart Associates, Inc.
1250 24th Street, NW, Suite 300, Washington, DC 20037 202-776-7740 (direct), 202-841-2227 (cell), 202-371-1333 (BSA general) www.bolansmart.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012448

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, November 25, 2008 5:14 PM
To: Waszczak, Joanne
Subject: Re: articles and Florida Ave

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>>> Joanne Waszczak 11/25/2008 5:12 PM >>>
Roz,

If you think I would learn key points from your meeting with Josh, I would be happy to attend. Just let me know.

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012450

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Waszczak, Joanne
Sent: Tuesday, November 25, 2008 5:12 PM
To: Doggett, Rosalyn
Subject: Re: articles and Florida Ave

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012452

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, November 25, 2008 5:08 PM
To: Waszczak, Joanne
Subject: Re: articles and Florida Ave

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012453

Doggett, Rosalyn

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Sent: Tuesday, November 25, 2008 5:02 PM
To: Doggett, Rosalyn
Subject: articles and Florida Ave

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012454

Doggett, Rosalyn

From: Washington, Joel R.
Sent: Tuesday, November 25, 2008 4:05 PM
To: Bottigheimer, Nat
Cc: Doggett, Rosalyn
Subject: Fwd: RE: **URGENT** Meeting with Deputy Mayor Neil Albert

I think there may be a timing issue with when a response is due from the GM. What are your thoughts on delaying the Minnesota Avenue response letter?

Joel

>>> Rosalyn Doggett 11/25/2008 3:08 PM >>>
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>>> "Warrick, Xzaquoinett (EOM)" < Xzaquoinett.Warrick@dc.gov > 11/25/2008 3:05 PM >>>
All -

Tuesday will not work for DM Albert. Ill follow up with you all early part of next week to secure another date.

Quoinett Warrick

202-727-6851

Quoinett.Warrick@dc.gov

From: Ann Chisholm [mailto:achisholm@wmata.com]
Sent: Tuesday, November 25, 2008 1:46 PM
To: Warrick, Xzaquoinett (EOM)
Cc: Doggett, Rosalyn; Lawson, Arthuro V.; Wallace, Maria A; Washington,Joel R.
Subject: Fwd: **URGENT** Meeting with Deputy Mayor Neil Albert

Ms. Warrick,

Art is out of the office and asked me to see if we can reschedule the meeting for Tuesday, December 2nd at 1:30 p.m.

Thanks

Ann

Ann E. Chisholm
Assistant Government Relations Officer
Policy and Government Relations
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001
202-962-2877
202-329-2764 (cell)
achisholm@wmata.com

>>> Rosalyn Doggett 11/25/2008 1:36 PM >>>

>>> "Warrick, Xzaquoinett (EOM)" < Xzaquoinett.Warrick@dc.gov > 11/25/2008 12:15 PM >>>
Rosalyn/Art -
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Any and all assistance would be greatly appreciated.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012455

Thanks in advance,
Q

Quoinett Warrick
202-727-6851
Quoinett.Warrick@dc.gov

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Thursday, November 20, 2008 4:46 PM
To: Warrick, Xzaquoinett (EOM)
Subject: Re: Meeting with Deputy Mayor Neil Albert

Quoinett, please arrange this through Art Lawson, our Government Relations Officer, which is standard procedure for us. Art's e-mail is alawson@wmata.com . His phone number is 962 1050.

Thanks, Rosalyn

>>> "Warrick, Xzaquoinett (EOM)" < Xzaquoinett.Warrick@dc.gov > 11/20/2008 3:49 PM >>>
Rosslyn -

Per my voicemail, I'd like to check your availability for a meeting with DM Albert on Monday, Nov 24th @ 215pm-245pm to discuss the metro project on 8th and Florida w/Banneker Ventures.

Please advise:

- If this date and time works for you

- Names of those accompanying you to this meeting

- Cell # for the day of the meeting

Thanks in advance,

Quoinett

Xzaquoinett Y. Warrick

Executive Assistant/Scheduler

Office of Planning & Economic Development

1350 Pennsylvania Avenue, NW

Suite 317

Washington, DC 20004

202-727-6851

Quoinett.Warrick@dc.gov < mailto:Quoinett.Warrick@dc.gov >

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012456

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, November 25, 2008 3:08 PM
To: Washington, Joel R.
Subject: Fwd: RE: **URGENT** Meeting with Deputy Mayor Neil Albert

Shall we hold the Minnesota Avenue letter until then?

>>> "Warrick, Xzaquoinett (EOM)" <Xzaquoinett.Warrick@dc.gov> 11/25/2008
>>> 3:05 PM >>>
All -

Tuesday will not work for DM Albert. I'll follow up with you all early part of next week to secure another date.

Quoinett Warrick

202-727-6851

Quoinett.Warrick@dc.gov

From: Ann Chisholm [mailto:achisholm@wmata.com]
Sent: Tuesday, November 25, 2008 1:46 PM
To: Warrick, Xzaquoinett (EOM)
Cc: Doggett, Rosalyn; Lawson, Arthuro V.; Wallace, Maria A; Washington,Joel R.
Subject: Fwd: **URGENT** Meeting with Deputy Mayor Neil Albert

Ms. Warrick,

Art is out of the office and asked me to see if we can reschedule the meeting for Tuesday, December 2nd at 1:30 p.m.

Thanks

Ann

Ann E. Chisholm
Assistant Government Relations Officer
Policy and Government Relations
Washington Metropolitan Area Transit Authority 600 Fifth Street, NW Washington, DC 20001
202-962-2877
202-329-2764 (cell)
achisholm@wmata.com

>>> Rosalyn Doggett 11/25/2008 1:36 PM >>>

>>> "Warrick, Xzaquoinett (EOM)" < Xzaquoinett.Warrick@dc.gov >
>>> 11/25/2008 12:15 PM >>>
Rosalyn/Art -
Just following up to see if you Monday, December 1st @ 130pm-2pm will work for Neil and Rosalyn to meet. I've not heard from either of you, and I'm still holding the time. Please let me know if I should release the time and search for a new date or continue to hold.

Any and all assistance would be greatly appreciated.

Thanks in advance,
Q

Quoinett Warrick

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012457

202-727-6851
Quoinett.Warrick@dc.gov

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Thursday, November 20, 2008 4:46 PM
To: Warrick, Xzaquoinett (EOM)
Subject: Re: Meeting with Deputy Mayor Neil Albert

Quoinett, please arrange this through Art Lawson, our Government Relations Officer, which is standard procedure for us. Art's e-mail is alawson@wmata.com . His phone number is 962 1050.

Thanks, Rosalyn

>>> "Warrick, Xzaquoinett (EOM)" < Xzaquoinett.Warrick@dc.gov >
>>> 11/20/2008
3:49 PM >>>
Rosslyn -

Per my voicemail, I'd like to check your availability for a meeting with DM Albert on Monday, Nov 24th @ 215pm-245pm to discuss the metro project on 8th and Florida w/Banneker Ventures.

Please advise:

- If this date and time works for you

- Names of those accompanying you to this meeting

- Cell # for the day of the meeting

Thanks in advance,

Quoinett

Xzaquoinett Y. Warrick

Executive Assistant/Scheduler

Office of Planning & Economic Development

1350 Pennsylvania Avenue, NW

Suite 317

Washington, DC 20004

202-727-6851

Quoinett.Warrick@dc.gov < mailto:Quoinett.Warrick@dc.gov >

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012458

Doggett, Rosalyn

From: ngw@postmaster.po
Sent: Tuesday, November 25, 2008 3:05 PM
To: Chisholm, Ann
Cc: Lawson, Arthuro V.; Washington, Joel R.; Wallace, Maria A; Doggett, Rosalyn
Subject: RE: **URGENT** Meeting with Deputy Mayor Neil Albert

All â€"

Tuesday will not work for DM Albert.Â Iâ€™ll follow up with you all early part of next week to secure another date.

QUOINETT WARRICK
202-727-6851

QUOINETT.WARRICK@DC.GOV

From: Ann Chisholm [mailto:achisholm@wmata.com]
Sent: Tuesday, November 25, 2008 1:46 PM
To: Warrick, Xzaquoinett (EOM)
Cc: Doggett, Rosalyn; Lawson, Arthuro V.; Wallace, Maria A; Washington,Joel R.
Subject: Fwd: **URGENT** Meeting with Deputy Mayor Neil Albert

Ms. Warrick,

Art is out of the office and asked me to see if we can reschedule the meeting for Tuesday, December 2nd at 1:30 p.m.

Thanks

Ann

Ann E. Chisholm
Assistant Government Relations Officer
Policy and Government Relations
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001
202-962-2877
202-329-2764 (cell)
achisholm@wmata.com

>>> Rosalyn Doggett 11/25/2008 1:36 PM >>>

>>> "Warrick, Xzaquoinett (EOM)" < Xzaquoinett.Warrick@dc.gov > 11/25/2008 12:15 PM >>>
Rosalyn/Art -
Just following up to see if you Monday, December 1st @ 130pm-2pm will work for Neil and Rosalyn to meet. I've not heard from either of you, and I'm still holding the time. Please let me know if I should release the time and search for a new date or continue to hold.

Any and all assistance would be greatly appreciated.

Thanks in advance,
Q

Quoinett Warrick
202-727-6851
Quoinett.Warrick@dc.gov

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Thursday, November 20, 2008 4:46 PM
To: Warrick, Xzaquoinett (EOM)
Subject: Re: Meeting with Deputy Mayor Neil Albert

Quoinett, please arrange this through Art Lawson, our Government

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012459

Relations Officer, which is standard procedure for us. Art's e-mail is alawson@wmata.com . His phone number is 962 1050.

Thanks, Rosalyn

>>> "Warrick, Xzaquoinett (EOM)" < Xzaquoinett.Warrick@dc.gov > 11/20/2008 3:49 PM >>>
Rosslyn -

Per my voicemail, I'd like to check your availability for a meeting with DM Albert on Monday, Nov 24th @ 215pm-245pm to discuss the metro project on 8th and Florida w/Banneker Ventures.

Please advise:

- If this date and time works for you

- Names of those accompanying you to this meeting

- Cell # for the day of the meeting

Thanks in advance,

Quoinett

Xzaquoinett Y. Warrick

Executive Assistant/Scheduler

Office of Planning & Economic Development

1350 Pennsylvania Avenue, NW

Suite 317

Washington, DC 20004

202-727-6851

Quoinett.Warrick@dc.gov < mailto:Quoinett.Warrick@dc.gov >

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012460

Doggett, Rosalyn

From: Chisholm, Ann
Sent: Tuesday, November 25, 2008 1:46 PM
To: Xzaquoinett.Warrick@dc.gov
Cc: Lawson, Arthuro V.; Washington, Joel R.; Wallace, Maria A; Doggett, Rosalyn
Subject: Fwd: **URGENT** Meeting with Deputy Mayor Neil Albert

Ms. Warrick,

Art is out of the office and asked me to see if we can reschedule the meeting for Tuesday, December 2nd at 1:30 p.m.

Thanks

Ann

Ann E. Chisholm
Assistant Government Relations Officer
Policy and Government Relations
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001
202-962-2877
202-329-2764 (cell)
achisholm@wmata.com

>>> Rosalyn Doggett 11/25/2008 1:36 PM >>>

>>> "Warrick, Xzaquoinett (EOM)" < Xzaquoinett.Warrick@dc.gov > 11/25/2008 12:15 PM >>>
Rosalyn/Art -
Just following up to see if you Monday, December 1st @ 130pm-2pm will work for Neil and Rosalyn to meet. I've not heard from either of you, and I'm still holding the time. Please let me know if I should release the time and search for a new date or continue to hold.

Any and all assistance would be greatly appreciated.

Thanks in advance,
Q

Quoinett Warrick
202-727-6851
Quoinett.Warrick@dc.gov

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Thursday, November 20, 2008 4:46 PM
To: Warrick, Xzaquoinett (EOM)
Subject: Re: Meeting with Deputy Mayor Neil Albert

Quoinett, please arrange this through Art Lawson, our Government Relations Officer, which is standard procedure for us. Art's e-mail is alawson@wmata.com . His phone number is 962 1050.

Thanks, Rosalyn

>>> "Warrick, Xzaquoinett (EOM)" < Xzaquoinett.Warrick@dc.gov > 11/20/2008 3:49 PM >>>
Rosslyn -

Per my voicemail, I'd like to check your availability for a meeting with DM Albert on Monday, Nov 24th @ 215pm-245pm to discuss the metro project on 8th and Florida w/Banneker Ventures.

Please advise:

- If this date and time works for you

- Names of those accompanying you to this meeting

- Cell # for the day of the meeting

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012461

Thanks in advance,

Quoinett

Xzaquoinett Y. Warrick

Executive Assistant/Scheduler

Office of Planning & Economic Development

1350 Pennsylvania Avenue, NW

Suite 317

Washington, DC 20004

202-727-6851

Quoinett.Warrick@dc.gov < mailto:Quoinett.Warrick@dc.gov >

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012462

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, November 25, 2008 1:37 PM
To: Washington, Joel R.
Subject: Fwd: **URGENT** Meeting with Deputy Mayor Neil Albert

I just forwarded this to Ann Chisholm

>>> "Warrick, Xzaquoinett (EOM)" <Xzaquoinett.Warrick@dc.gov> 11/25/2008
>>> 12:15 PM >>>
Rosalyn/Art -
Just following up to see if you Monday, December 1st @ 130pm-2pm will work for Neil and Rosalyn to meet. I've not heard from either of you, and I'm still holding the time. Please let me know if I should release the time and search for a new date or continue to hold.

Any and all assistance would be greatly appreciated.

Thanks in advance,
Q

Quoinett Warrick
202-727-6851
Quoinett.Warrick@dc.gov

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Thursday, November 20, 2008 4:46 PM
To: Warrick, Xzaquoinett (EOM)
Subject: Re: Meeting with Deputy Mayor Neil Albert

Quoinett, please arrange this through Art Lawson, our Government Relations Officer, which is standard procedure for us. Art's e-mail is alawson@wmata.com. His phone number is 962 1050.

Thanks, Rosalyn

>>> "Warrick, Xzaquoinett (EOM)" <Xzaquoinett.Warrick@dc.gov> 11/20/2008
3:49 PM >>>
Rosslyn -

Per my voicemail, I'd like to check your availability for a meeting with DM Albert on Monday, Nov 24th @ 215pm-245pm to discuss the metro project on 8th and Florida w/Banneker Ventures.

Please advise:

- If this date and time works for you
- Names of those accompanying you to this meeting
- Cell # for the day of the meeting

Thanks in advance,

Quoinett

Xzaquoinett Y. Warrick

Executive Assistant/Scheduler

Office of Planning & Economic Development

1350 Pennsylvania Avenue, NW

Suite 317

Washington, DC 20004

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012463

202-727-6851

Quoinett.Warrick@dc.gov <mailto:Quoinett.Warrick@dc.gov>

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012464

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, November 25, 2008 1:37 PM
To: Chisholm, Ann
Subject: Fwd: **URGENT** Meeting with Deputy Mayor Neil Albert

>>> "Warrick, Xzaquoinett (EOM)" <Xzaquoinett.Warrick@dc.gov> 11/25/2008
>>> 12:15 PM >>>
Rosalyn/Art -
Just following up to see if you Monday, December 1st @ 130pm-2pm will work for Neil and Rosalyn to meet. I've not heard from either of you, and I'm still holding the time. Please let me know if I should release the time and search for a new date or continue to hold.

Any and all assistance would be greatly appreciated.

Thanks in advance,
Q

Quoinett Warrick
202-727-6851
Quoinett.Warrick@dc.gov

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Thursday, November 20, 2008 4:46 PM
To: Warrick, Xzaquoinett (EOM)
Subject: Re: Meeting with Deputy Mayor Neil Albert

Quoinett, please arrange this through Art Lawson, our Government Relations Officer, which is standard procedure for us. Art's e-mail is alawson@wmata.com. His phone number is 962 1050.

Thanks, Rosalyn

>>> "Warrick, Xzaquoinett (EOM)" <Xzaquoinett.Warrick@dc.gov> 11/20/2008
3:49 PM >>>
Rosslyn -

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Please advise:

- If this date and time works for you
- Names of those accompanying you to this meeting
- Cell # for the day of the meeting

Thanks in advance,

Quoinett

Xzaquoinett Y. Warrick

Executive Assistant/Scheduler

Office of Planning & Economic Development

1350 Pennsylvania Avenue, NW

Suite 317

Washington, DC 20004

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012465

202-727-6851

Quoinett.Warrick@dc.gov <mailto:Quoinett.Warrick@dc.gov>

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012466

Doggett, Rosalyn

From: ngw@postmaster.po
Sent: Tuesday, November 25, 2008 12:15 PM
To: Lawson, Arthuro V.; Doggett, Rosalyn
Subject: **URGENT** Meeting with Deputy Mayor Neil Albert

Importance: High

Rosalyn/Art -
Just following up to see if you Monday, December 1st @ 130pm-2pm will work for Neil and Rosalyn to meet. I've not heard from either of you, and I'm still holding the time. Please let me know if I should release the time and search for a new date or continue to hold.

Any and all assistance would be greatly appreciated.

Thanks in advance,
Q

Quoinett Warrick
202-727-6851
Quoinett.Warrick@dc.gov

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Thursday, November 20, 2008 4:46 PM
To: Warrick, Xzaquoinett (EOM)
Subject: Re: Meeting with Deputy Mayor Neil Albert

Quoinett, please arrange this through Art Lawson, our Government Relations Officer, which is standard procedure for us. Art's e-mail is alawson@wmata.com. His phone number is 962 1050.

Thanks, Rosalyn

>>> "Warrick, Xzaquoinett (EOM)" <Xzaquoinett.Warrick@dc.gov> 11/20/2008 3:49 PM >>>
Rosslyn -

Per my voicemail, I'd like to check your availability for a meeting with DM Albert on Monday, Nov 24th @ 215pm-245pm to discuss the metro project on 8th and Florida w/Banneker Ventures.

Please advise:

- If this date and time works for you
- Names of those accompanying you to this meeting
- Cell # for the day of the meeting

Thanks in advance,

Quoinett

Xzaquoinett Y. Warrick

Executive Assistant/Scheduler

Office of Planning & Economic Development

1350 Pennsylvania Avenue, NW

Suite 317

Washington, DC 20004

202-727-6851

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012467

Quoinett.Warrick@dc.gov <mailto:Quoinett.Warrick@dc.gov>

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012468

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, November 25, 2008 9:06 AM
To: Marshall, Malcolm; Burns, Bob
Cc: Washington, Joel R.
Subject: 7th and Florida- Radio One Appraisal

There will be a meeting with Deputy Mayor Neil Albert, most likely early next week, to discuss the Florida Avenue sites (Banneker Ventures et al.). Metro will also bring up some challenges at MN Ave..

Inevitably, then, Mr. Albert will ask about the Radio One site appraisal. Please give an update.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012469

Doggett, Rosalyn

Subject:	Mtg w/ Neil Albert & Staff re 8th & Florida Avenue Project w/Banneker Ventures
Location:	Wilson Bldg
Start:	Mon 12/1/2008 1:30 PM
End:	Mon 12/1/2008 2:30 PM
Show Time As:	Tentative
Recurrence:	(none)
Meeting Status:	Not yet responded
Organizer:	Bottigheimer, Nat

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012470

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, November 24, 2008 8:54 AM
To: Lawson, Arthuro V.
Subject: Fwd: RE: Meeting with Deputy Mayor Neil Albert

Art, I will be out of the office on Dec. 1 but back on Tuesday

>>> "Warrick, Xzaquoinett (EOM)" <Xzaquoinett.Warrick@dc.gov> 11/21/2008
>>> 6:56 PM >>>
Rosalyn/Art -
Since next week doesn't work, please advise if Monday, December 1st @ 130pm-2pm will work for you.

Quoinett

Quoinett Warrick
202-727-6851
Quoinett.Warrick@dc.gov

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Thursday, November 20, 2008 4:46 PM
To: Warrick, Xzaquoinett (EOM)
Subject: Re: Meeting with Deputy Mayor Neil Albert

Quoinett, please arrange this through Art Lawson, our Government Relations Officer, which is standard procedure for us. Art's e-mail is alawson@wmata.com. His phone number is 962 1050.

Thanks, Rosalyn

>>> "Warrick, Xzaquoinett (EOM)" <Xzaquoinett.Warrick@dc.gov> 11/20/2008
3:49 PM >>>
Rosslyn -

Per my voicemail, I'd like to check your availability for a meeting with DM Albert on Monday, Nov 24th @ 215pm-245pm to discuss the metro project on 8th and Florida w/Banneker Ventures.

Please advise:

- If this date and time works for you
- Names of those accompanying you to this meeting
- Cell # for the day of the meeting

Thanks in advance,

Quoinett

Xzaquoinett Y. Warrick

Executive Assistant/Scheduler

Office of Planning & Economic Development

1350 Pennsylvania Avenue, NW

Suite 317

Washington, DC 20004

202-727-6851

Quoinett.Warrick@dc.gov <mailto:Quoinett.Warrick@dc.gov>

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012471

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: <okarim@bannekerventures.com> [okarim@bannekerventures.com]
Sent: Friday, November 21, 2008 8:04 PM
To: okarim@bannekerventures.com; Doggett, Rosalyn
Cc: Hicks, Tiwana Clark; Lewin, Devorah; Flynn, Guy; Bryant, Seth; Montague, Joshua W.; Washington, Joel R.
Subject: Re: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments

Sounds like a plan. If we receive the comments by Tues, we could be ready to meet toward the end of the following week, say Thurs or Fri.

Thank you and have an enjoyable weekend.

Omar

------Original Message------
From: Rosslyn Doggett
Sender:
To: Omar A. Karim
Cc: Tiwana Clark Hicks
Cc: Devorah Lewin
Cc: Guy Flynn
Cc: Seth Bryant
Cc: Joel Washington
Cc: Joshua W. Montague
Subject: Re: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments
Sent: Nov 21, 2008 4:22 PM

We'll do what you suggest in your last sentence. I would hope that we can get you our comments later next week and meet the following week. We will aim for that.

>>> "Omar A. Karim" <okarim@bannekerventures.com> 11/21/2008 9:35 AM >>>
Ms. Doggett,

Our counsel believes it would be best to meet after we have received the redlined version of your comments. As such, if you are able to provide them by today or early Monday, we could meet Tuesday morning. Otherwise, lets meet after Josh has received and incorporated all your comments.

Thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

Sent from my BlackBerry® smartphone with SprintSpeed

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012473

Doggett, Rosalyn

From: ngw@postmaster.po
Sent: Friday, November 21, 2008 6:57 PM
To: Lawson, Arthuro V.; Doggett, Rosalyn
Subject: RE: Meeting with Deputy Mayor Neil Albert

Rosalyn/Art -
Since next week doesn't work, please advise if Monday, December 1st @ 130pm-2pm will work for you.

Quoinett

Quoinett Warrick
202-727-6851
Quoinett.Warrick@dc.gov

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Thursday, November 20, 2008 4:46 PM
To: Warrick, Xzaquoinett (EOM)
Subject: Re: Meeting with Deputy Mayor Neil Albert

Quoinett, please arrange this through Art Lawson, our Government Relations Officer, which is standard procedure for us. Art's e-mail is alawson@wmata.com. His phone number is 962 1050.

Thanks, Rosalyn

>>> "Warrick, Xzaquoinett (EOM)" <Xzaquoinett.Warrick@dc.gov> 11/20/2008 3:49 PM >>>
Rosslyn -

Per my voicemail, I'd like to check your availability for a meeting with DM Albert on Monday, Nov 24th @ 215pm-245pm to discuss the metro project on 8th and Florida w/Banneker Ventures.

Please advise:

- If this date and time works for you
- Names of those accompanying you to this meeting
- Cell # for the day of the meeting

Thanks in advance,

Quoinett

Xzaquoinett Y. Warrick

Executive Assistant/Scheduler

Office of Planning & Economic Development

1350 Pennsylvania Avenue, NW

Suite 317

Washington, DC 20004

202-727-6851

Quoinett.Warrick@dc.gov <mailto:Quoinett.Warrick@dc.gov>

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012474

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, November 21, 2008 4:22 PM
To: Karim, Omar A.
Cc: thicks@bannekerventures.com; 'Lewin, Devorah'; 'Flynn, Guy'; 'Bryant, Seth'; Montague, Joshua W.; Washington, Joel R.
Subject: Re: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments

We'll do what you suggest in your last sentence. I would hope that we can get you our comments later next week and meet the following week. We will aim for that.

>>> "Omar A. Karim" <okarim@bannekerventures.com> 11/21/2008 9:35 AM >>>
Ms. Doggett,

Our counsel believes it would be best to meet after we have received the redlined version of your comments. As such, if you are able to provide them by today or early Monday, we could meet Tuesday morning. Otherwise, lets meet after Josh has received and incorporated all your comments.

Thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012475

Doggett, Rosalyn

From: Flynn, Guy [guy.flynn@dlapiper.com]
Sent: Friday, November 21, 2008 4:22 PM
To: Doggett, Rosalyn
Subject: Out of Office AutoReply: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments

Guy Flynn will be overseas on business travel until Monday, November 24, with irregular access to e-mail. If you need immediate assistance, please contact Debbie Donning at 410-580-4594 or deborah.donning@dlapiper.com. Thank you.

Please consider the environment before printing this email.

The information contained in this email may be confidential and/or legally privileged. It has been sent for the sole use of the intended recipient(s). If the reader of this message is not an intended recipient, you are hereby notified that any unauthorized review, use, disclosure, dissemination, distribution, or copying of this communication, or any of its contents, is strictly prohibited. If you have received this communication in error, please reply to the sender and destroy all copies of the message. To contact us directly, send to postmaster@dlapiper.com. Thank you.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012476

Doggett, Rosalyn

From: Montague, Joshua W.
Sent: Friday, November 21, 2008 11:52 AM
To: Doggett, Rosalyn
Subject: Fwd: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments

Hi Rosalyn,

I am free early Monday. Can you meet anytime before 2pm?

Josh

>>> "Omar A. Karim" <okarim@bannekerventures.com> 11/21/2008 9:35 AM >>>
Ms. Doggett,

Our counsel believes it would be best to meet after we have received the redlined version of your comments. As such, if you are able to provide them by today or early Monday, we could meet Tuesday morning. Otherwise, lets meet after Josh has received and incorporated all your comments.

Thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012477

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Friday, November 21, 2008 9:36 AM
To: Doggett, Rosalyn
Cc: thicks@bannekerventures.com; 'Lewin, Devorah'; 'Flynn, Guy'; 'Bryant, Seth'; Montague, Joshua W.; Washington, Joel R.
Subject: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments

Importance: High

Ms. Doggett,

Our counsel believes it would be best to meet after we have received the redlined version of your comments. As such, if you are able to provide them by today or early Monday, we could meet Tuesday morning. Otherwise, lets meet after Josh has received and incorporated all your comments.

Thanks.

Omar

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Banneker Ventures, LLC
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Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012478

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, November 20, 2008 4:53 PM
To: Lawson, Arthuro V.; Washington, Joel R.
Subject: Fwd: Re: Meeting with Deputy Mayor Neil Albert

fyi

>>> Rosalyn Doggett 11/20/2008 4:46 PM >>>
Quoinett, please arrange this through Art Lawson, our Government Relations Officer, which is standard procedure for us. Art's e-mail is alawson@wmata.com. His phone number is 962 1050.

Thanks, Rosalyn

>>> "Warrick, Xzaquoinett (EOM)" <Xzaquoinett.Warrick@dc.gov> 11/20/2008
>>> 3:49 PM >>>
Rosslyn -

Per my voicemail, I'd like to check your availability for a meeting with DM Albert on Monday, Nov 24th @ 215pm-245pm to discuss the metro project on 8th and Florida w/Banneker Ventures.

Please advise:

- If this date and time works for you
- Names of those accompanying you to this meeting
- Cell # for the day of the meeting

Thanks in advance,

Quoinett

Xzaquoinett Y. Warrick

Executive Assistant/Scheduler

Office of Planning & Economic Development

1350 Pennsylvania Avenue, NW

Suite 317

Washington, DC 20004

202-727-6851

Quoinett.Warrick@dc.gov <mailto:Quoinett.Warrick@dc.gov>

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012479

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, November 20, 2008 4:46 PM
To: Warrick, Xzaquoinett (EOM)
Subject: Re: Meeting with Deputy Mayor Neil Albert

Quoinett, please arrange this through Art Lawson, our Government Relations Officer, which is standard procedure for us. Art's e-mail is alawson@wmata.com. His phone number is 962 1050.

Thanks, Rosalyn

>>> "Warrick, Xzaquoinett (EOM)" <Xzaquoinett.Warrick@dc.gov> 11/20/2008
>>> 3:49 PM >>>
Rosslyn -

Per my voicemail, I'd like to check your availability for a meeting with DM Albert on Monday, Nov 24th @ 215pm-245pm to discuss the metro project on 8th and Florida w/Banneker Ventures.

Please advise:

- If this date and time works for you
- Names of those accompanying you to this meeting
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Thanks in advance,

Quoinett

Xzaquoinett Y. Warrick

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202-727-6851

Quoinett.Warrick@dc.gov <mailto:Quoinett.Warrick@dc.gov>

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012480

Doggett, Rosalyn

From: Washington, Joel R.
Sent: Thursday, November 20, 2008 4:15 PM
To: Bottigheimer, Nat; Doggett, Rosalyn
Cc: Lawson, Arthuro V.
Subject: Re: Fwd: Meeting with Deputy Mayor Neil Albert

Roz,

Monday is already a busy day for Nat and me, I think at least one of us should be there with you with any meetings with Mr. Albert. I think Art should be coordinating any meetings with the Deputy Mayor's office and Art should obtain the agenda and expectations for the meeting.

Joel

>>> Rosalyn Doggett 11/20/2008 3:59 PM >>>
Am I supposed to be doing this?

>>> "Warrick, Xzaquoinett (EOM)" < Xzaquoinett.Warrick@dc.gov > 11/20/2008 3:49 PM >>>
Rosslyn -

Per my voicemail, I'd like to check your availability for a meeting with
DM Albert on Monday, Nov 24th @ 215pm-245pm to discuss the metro project
on 8th and Florida w/Banneker Ventures.

Please advise:

- If this date and time works for you

- Names of those accompanying you to this meeting

- Cell # for the day of the meeting

Thanks in advance,

Quoinett

Xzaquoinett Y. Warrick

Executive Assistant/Scheduler

Office of Planning & Economic Development

1350 Pennsylvania Avenue, NW

Suite 317

Washington, DC 20004

202-727-6851

Quoinett.Warrick@dc.gov < mailto:Quoinett.Warrick@dc.gov >

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012481

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, November 20, 2008 4:00 PM
To: Washington, Joel R.; Bottigheimer, Nat
Subject: Fwd: Meeting with Deputy Mayor Neil Albert

Am I supposed to be doing this?

>>> "Warrick, Xzaquoinett (EOM)" <Xzaquoinett.Warrick@dc.gov> 11/20/2008
>>> 3:49 PM >>>
Rosslyn -

Per my voicemail, I'd like to check your availability for a meeting with DM Albert on Monday, Nov 24th @ 215pm-245pm to discuss the metro project on 8th and Florida w/Banneker Ventures.

Please advise:

- If this date and time works for you
- Names of those accompanying you to this meeting
- Cell # for the day of the meeting

Thanks in advance,

Quoinett

Xzaquoinett Y. Warrick

Executive Assistant/Scheduler

Office of Planning & Economic Development

1350 Pennsylvania Avenue, NW

Suite 317

Washington, DC 20004

202-727-6851

Quoinett.Warrick@dc.gov <mailto:Quoinett.Warrick@dc.gov>

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012482

Doggett, Rosalyn

From: Meister, Mark K.
Sent: Thursday, November 20, 2008 8:44 AM
Subject: Fwd: Metro News Clips - Thursday, November 20, 2008
Attachments: WPOST1.pdf; WPOST2.pdf; WPOST3.pdf; dcexaminer4.pdf; washingtontimes5.pdf; gazette6.pdf; nytimes1.pdf; nytimes2.pdf; nydailynews3.pdf; nydailynews4.pdf; chicagotribune5.pdf

>>> Steven Taubenkibel 11/20/2008 8:16 AM >>>
To all:

Metro News

1) MetroAccess Staff Turnover Costly, Study Finds, Washington Post, November 19

2) Metro Mechanic Is Fired For Making Inappropriate Sex Jokes, Washington Post, November 19

3) US Transit Agencies Ask Congress For Help In Averting Service Cuts, Washington Post, November 19

4) Report: MetroAccess Still Flawed, Washington Examiner, November 19

5) Metro Chief Joins Transit Industry Call For Help, Washington Times, November 19

6) Residents Speak Out Against Cuts To Bus Service, Gazette Newspapers, November 20

US Transit News

1) MTA Said To Plan 23% Increase In Fare And Toll Revenue, New York Times, November 19

2) MTA's Biggest Headache: It's 5 Year Capital Plan, New York Times, November 20

3) MTA's In Fast Lane For Big Hike, New York Daily News, November 19

4) MTA Cuts May Hurt East Village People, New York Daily News, November 20

5) Ads For Grand Theft Auto IV Reappear On CTA Buses, Chicago Tribune, November 20

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012483

Doggett, Rosalyn

From: Mohsberg, Sid
Sent: Friday, November 14, 2008 5:22 PM
Subject: Board Items Preparation Milestones - 2008
Attachments: Board Items Preparation Milestones - 2008.xls

Attached.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012484

Doggett, Rosalyn

From: <okarim@bannekerventures.com> [okarim@bannekerventures.com]
Sent: Thursday, November 13, 2008 5:06 PM
To: okarim@bannekerventures.com; Doggett, Rosalyn
Subject: Accepted: Florida Avenue Affordable Housing
Attachments: meeting.ics

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: 5B Land Conference Room [Room JGB 5B Land Conference Room@wmata.com]
Sent: Thursday, November 13, 2008 4:56 PM
To: Doggett, Rosalyn
Subject: Re: Florida Avenue Affordable Housing

***
Please be advised that this space is designated for Planning and Joint Development.

***
Please contact Shariyka Johnson (Ext. 1273), Maria Wallace (Ext. 2330), or Sid Mohsberg (Ext. 1755) for availability.

>>> rdoggett 11/13/08 16:56 >>>

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012486

Doggett, Rosalyn

Subject:	Florida Avenue Affordable Housing
Location:	Room JGB 5B Land Conference Room
Start:	Tue 11/18/2008 3:00 PM
End:	Tue 11/18/2008 4:00 PM
Show Time As:	Tentative
Recurrence:	(none)
Meeting Status:	Not yet responded
Organizer:	Doggett, Rosalyn

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012487

Doggett, Rosalyn

Subject: Florida Avenue Affordable Housing
Location: Room JGB 5B Land Conference Room

Start: Tue 11/18/2008 3:00 PM
End: Tue 11/18/2008 4:00 PM
Show Time As: Tentative

Recurrence: (none)

Meeting Status: Not yet responded

Organizer: Doggett, Rosalyn

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012488

Doggett, Rosalyn

From: <okarim@bannekerventures.com> [okarim@bannekerventures.com]
Sent: Thursday, November 13, 2008 12:33 PM
To: okarim@bannekerventures.com; Seidman, Todd
Cc: Orr, Robert B.; Washington, Joel R.; Doggett, Rosalyn
Subject: Re: Shaw/Howard and U Steet Metro Stations

Thank you.

Omar

Sent from my BlackBerry® smartphone with SprintSpeed

-----Original Message-----
From: "Todd Seidman" <tseidman@wmata.com>

Date: Thu, 13 Nov 2008 11:52:27
To: <okarim@bannekerventures.com>
Cc: Joel R. Washington<jrwashington@wmata.com>; Rosalyn Doggett<rdoggett@wmata.com>; Robert B. Orr<rorr@wmata.com>
Subject: Shaw/Howard and U Steet Metro Stations

Mr. Karim
The attached file contains boarding and alighting counts by route and bus stop, for those stops in the immediate vicinity of Shaw/Howard University and U Street/Cardozo Metro Stations- including the stop at Georgia Ave//7th Street at Florida Avenue.

Todd Seidman
Bus Operations Analyst
Office of Operations Planning and Administrative Support (OPAS)

Washington Metropolitan Area Transit
Authority (WMATA)
600 Fifth Street, NW
Washington, DC 20001
Tel. (202) 962-2448
Fax. (202) 962-1277

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012489

Doggett, Rosalyn

From: Seidman, Todd
Sent: Thursday, November 13, 2008 11:52 AM
To: okarim@bannekerventures.com
Cc: Orr, Robert B.; Washington, Joel R.; Doggett, Rosalyn
Subject: Shaw/Howard and U Steet Metro Stations
Attachments: ShawHowardUStreetStations.xls

Mr. Karim
The attached file contains boarding and alighting counts by route and bus stop, for those stops in the immediate vicinity of Shaw/Howard University and U Street/Cardozo Metro Stations- including the stop at Georgia Ave//7th Street at Florida Avenue.

Todd Seidman
Bus Operations Analyst
Office of Operations Planning and Administrative Support (OPAS)

Washington Metropolitan Area Transit
Authority (WMATA)
600 Fifth Street, NW
Washington, DC 20001
Tel. (202) 962-2448
Fax. (202) 962-1277

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012490

Doggett, Rosalyn

From: <okarim@bannekerventures.com> [okarim@bannekerventures.com]
Sent: Thursday, November 13, 2008 10:50 AM
To: okarim@bannekerventures.com; Doggett, Rosalyn
Cc: Alston, Chamise; Hicks, Tiwana Clark; Smart, Eric; Washington, Joel R.
Subject: Re: Fwd: Ridership0 Information for Shaw/Howard Metro and UStreet Metro

Next Tues would be great. Anytime after 1 would be great.

Omar

Sent from my BlackBerry® smartphone with SprintSpeed

-----Original Message-----
From: "Rosalyn Doggett" <rdoggett@wmata.com>

Date: Thu, 13 Nov 2008 10:04:37
To: <okarim@bannekerventures.com>
Cc: <eric.smart@bolansmart.com>; Joel R. Washington<jrwashington@wmata.com>
Subject: Re: Fwd: Ridership Information for Shaw/Howard Metro and U
Street Metro

i
in case Joel Washington has not already sent this...

yes, we did get a response from FTA
essentially we cannot reduce the rent to that below the next highest offer, irrespective of whether it included affordable housing while this can allow for some reduction in rent, it cannot achieve the targets you were looking for however, our consultant thinks that by reasonably changing some pro forma assumptions we can reach a midpoint that can serve us both otherwise, other subsidy would be required if you would like to get together to discuss this, say next Tuedsday, I can try to arrange

>>> Robert E. Stedman 11/13/2008 9:11 AM >>>

>>> Joel R. Washington 11/10/08 2:06 PM >>>
Bob,

Can you provide th e information requested from our selected development partner?

Joel

>>> "Omar A. Karim" <okarim@bannekerventures.com> 11/10/2008 1:30:46 PM
>>> >>>

Ms. Doggett and Mr. Washington, Can you please send us ridership information for the Shaw/Howard Metro stop (north-east entrance) and U Street/Cardozo Metro stop (11th Street entrance), as well as the bus ridership information for 7th and Florida Avenue. Thank you. Also, any word on your discussions with the FTA? Omar Omar A. KarimBanneker Ventures, LLC700 12th Street, NW, Suite 700Washington, DC 20005(202) 667-4110 office(301) 523-1810 cellokarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012491

Doggett, Rosalyn

From: <okarim@bannekerventures.com> [okarim@bannekerventures.com]
Sent: Thursday, November 13, 2008 10:49 AM
To: okarim@bannekerventures.com; Washington, Joel R.
Cc: Doggett, Rosalyn
Subject: Re: Fwd: Ridership Information for Shaw/Howard Metro and UStreet Metro

Thank you!

Omar

Sent from my BlackBerryÂ® smartphone with SprintSpeed

From: "Joel R. Washington" <jrwashington@wmata.com>
Date: Thu, 13 Nov 2008 10:29:48 -0500
To: Omar A. Karim<okarim@bannekerventures.com>
CC: Rosalyn Doggett<rdoggett@wmata.com>
Subject: Re: Fwd: Ridership Information for Shaw/Howard Metro and U Street Metro
Omar,

The rail data is attached.

Joel

>>> Robert E. Stedman 11/13/2008 9:11 AM >>>

>>> Joel R. Washington 11/10/08 2:06 PM >>>
Bob,

Can you provide th e information requested from our selected development partner?

Joel

>>> "Omar A. Karim" < okarim@bannekerventures.com > 11/10/2008 1:30:46 PM >>>

Ms. Doggett and Mr. Washington, Can you please send us ridership information for the Shaw/Howard Metro stop (north-east entrance) and U Street/Cardozo Metro stop (11th Street entrance), as well as the bus ridership information for 7th and Florida Avenue. Thank you. Also, any word on your discussions with the FTA? Omar Omar A. KarimBanneker Ventures, LLC700 12th Street, NW, Suite 700Washington, DC 20005(202) 667-4110 office(301) 523-1810 cell okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012492

Doggett, Rosalyn

From: Washington, Joel R.
Sent: Thursday, November 13, 2008 10:30 AM
To: Karim, Omar A.
Cc: Doggett, Rosalyn
Subject: Re: Fwd: Ridership Information for Shaw/Howard Metro and U Street Metro
Attachments: Shaw n U St.xls

Omar,

The rail data is attached.

Joel

>>> Robert E. Stedman 11/13/2008 9:11 AM >>>

>>> Joel R. Washington 11/10/08 2:06 PM >>>
Bob,

Can you provide th e information requested from our selected development partner?

Joel

>>> "Omar A. Karim" < okarim@bannekerventures.com > 11/10/2008 1:30:46 PM >>>

Ms. Doggett and Mr. Washington, Can you please send us ridership information for the Shaw/Howard Metro stop (north-east entrance) and U Street/Cardozo Metro stop (11th Street entrance), as well as the bus ridership information for 7th and Florida Avenue. Thank you. Also, any word on your discussions with the FTA? Omar Omar A. KarimBanneker Ventures, LLC700 12th Street, NW, Suite 700Washington, DC 20005(202) 667-4110 office(301) 523-1810 cell okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012493

Doggett, Rosalyn

From: Washington, Joel R.
Sent: Thursday, November 13, 2008 10:26 AM
To: Karim, Omar A.; Doggett, Rosalyn
Subject: Fwd: Ridership Information for Shaw/Howard Metro and U Street Metro
Attachments: Fwd: Ridership Information for Shaw/Howard Metro and U Street Metro.txt

FYI

>>> Robert B. Orr 11/13/2008 8:59 AM >>>
Joel,

I forwarded this e-mail to Bob Stedman for the rail ridership and Todd Seidman for bus ridership yesterday 11/12/08. Todd and Bob please answer the attached e-mail.

Thanks
Bob

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012494

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, November 13, 2008 10:05 AM
To: okarim@bannekerventures.com
Cc: eric.smart@bolansmart.com; Washington, Joel R.
Subject: Re: Fwd: Ridership Information for Shaw/Howard Metro and U Street Metro
Attachments: Shaw n U St.xls

i
in case Joel Washington has not already sent this...

yes, we did get a response from FTA
essentially we cannot reduce the rent to that below the next highest offer, irrespective of whether it included affordable housing while this can allow for some reduction in rent, it cannot achieve the targets you were looking for however, our consultant thinks that by reasonably changing some pro forma assumptions we can reach a midpoint that can serve us both otherwise, other subsidy would be required if you would like to get together to discuss this, say next Tuedsday, I can try to arrange

>>> Robert E. Stedman 11/13/2008 9:11 AM >>>

>>> Joel R. Washington 11/10/08 2:06 PM >>>
Bob,

Can you provide th e information requested from our selected development partner?

Joel

>>> "Omar A. Karim" <okarim@bannekerventures.com> 11/10/2008 1:30:46 PM
>>> >>>

Ms. Doggett and Mr. Washington, Can you please send us ridership information for the Shaw/Howard Metro stop (north-east entrance) and U Street/Cardozo Metro stop (11th Street entrance), as well as the bus ridership information for 7th and Florida Avenue. Thank you. Also, any word on your discussions with the FTA? Omar Omar A. KarimBanneker Ventures, LLC700 12th Street, NW, Suite 700Washington, DC 20005(202) 667-4110 office(301) 523-1810 cellokarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012495

Doggett, Rosalyn

From: Stedman, Robert E.
Sent: Thursday, November 13, 2008 9:11 AM
To: Orr, Robert B.; Washington, Joel R.
Cc: Doggett, Rosalyn
Subject: Re: Fwd: Ridership Information for Shaw/Howard Metro and U Street Metro
Attachments: Shaw n U St.xls

>>> Joel R. Washington 11/10/08 2:06 PM >>>
Bob,

Can you provide th e information requested from our selected development partner?

Joel

>>> "Omar A. Karim" <okarim@bannekerventures.com> 11/10/2008 1:30:46 PM >>>

Ms. Doggett and Mr. Washington, Can you please send us ridership information for the Shaw/Howard Metro stop (north-east entrance) and U Street/Cardozo Metro stop (11th Street entrance), as well as the bus ridership information for 7th and Florida Avenue. Thank you. Also, any word on your discussions with the FTA? Omar Omar A. KarimBanneker Ventures, LLC700 12th Street, NW, Suite 700Washington, DC 20005(202) 667-4110 office(301) 523-1810 cellokarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, November 10, 2008 3:23 PM
To: Johnson, Shariyka
Subject: Fwd: FL Ave
Attachments: Jazz_-_Afford_Analysis_(6_0FAR_w_20%_afford)_as_of_10-27-08)(bsa alt) .xls

please copy the attachment for Joel

>>> <eric.smart@bolansmart.com> 11/7/2008 2:51 PM >>>
Roz

Attached is Omar's latest proforma with a series of inputs marked by BSA that are either WMATA requirements and / or possible places for changes based on reasonable assumptions. Note that a required year one WMATA rent of $430,000 escalated at 3.0% gets you to approximately the next highest proposal NPV, including adjusting the next highest proposal to assume a 2009 contract start date (deferred option payment from 2008 in earlier modeling).

Eric

--
Eric Smart, Bolan Smart Associates, Inc.
1250 24th Street, NW, Suite 300, Washington, DC 20037 202-776-7740 (direct), 202-841-2227 (cell), 202-371-1333 (BSA general) www.bolansmart.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012497

Doggett, Rosalyn

From: Washington, Joel R.
Sent: Monday, November 10, 2008 2:07 PM
To: Orr, Robert B.
Cc: Doggett, Rosalyn
Subject: Fwd: Ridership Information for Shaw/Howard Metro and U Street Metro

Bob,

Can you provide th e information requested from our selected development partner?

Joel

>>> "Omar A. Karim" <okarim@bannekerventures.com> 11/10/2008 1:30:46 PM >>>
Ms. Doggett and Mr. Washington,

Can you please send us ridership information for the Shaw/Howard Metro stop (north-east entrance) and U Street/Cardozo Metro stop (11th Street entrance), as well as the bus ridership information for 7th and Florida Avenue. Thank you.

Also, any word on your discussions with the FTA?

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012498

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Monday, November 10, 2008 1:31 PM
To: Washington, Joel R.; Doggett, Rosalyn
Subject: Ridership Information for Shaw/Howard Metro and U Street Metro

Importance: High

Ms. Doggett and Mr. Washington,

Can you please send us ridership information for the Shaw/Howard Metro stop (north-east entrance) and U Street/Cardozo Metro stop (11th Street entrance), as well as the bus ridership information for 7th and Florida Avenue. Thank you.

Also, any word on your discussions with the FTA?

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012499

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, November 10, 2008 1:01 PM
To: Montague, Joshua W.
Subject: Re: Fwd: FL Ave

later today?

>>> Joshua W. Montague 11/10/2008 12:31 PM >>>
Hi Roz,

I have a couple of simple questions about this attachment. Can I come up and sit down with you for two seconds after you have had a chance to review?

Thanks!

Josh

>>> Rosalyn Doggett 11/7/2008 3:43:45 PM >>>
Our economic consultant has manipulated the Florida Avenue pro forma to see what is required to get both affordable housing and a value equal to or exceeding the net present value (NPV) of the next highest offeror. By adjusting certain variables within what he thinks is reason, Eric believes that we can still get the lion's share of what we were to get (except that base rent is $430k instead of $597k). What he shows is not the only way to skin the cat, but just an example that better conforms to the term sheet. (I haven't examined it in detail yet.)

>>> <eric.smart@bolansmart.com> 11/7/2008 2:51 PM >>>
Roz

Attached is Omar's latest proforma with a series of inputs marked by BSA that are either WMATA requirements and / or possible places for changes based on reasonable assumptions. Note that a required year one WMATA rent of $430,000 escalated at 3.0% gets you to approximately the next highest proposal NPV, including adjusting the next highest proposal to assume a 2009 contract start date (deferred option payment from 2008 in earlier modeling).

Eric

--
Eric Smart, Bolan Smart Associates, Inc.
1250 24th Street, NW, Suite 300, Washington, DC 20037 202-776-7740 (direct), 202-841-2227 (cell), 202-371-1333 (BSA general) www.bolansmart.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012500

Doggett, Rosalyn

From: Montague, Joshua W.
Sent: Monday, November 10, 2008 12:31 PM
To: Doggett, Rosalyn
Subject: Re: Fwd: FL Ave

Hi Roz,

I have a couple of simple questions about this attachment. Can I come up and sit down with you for two seconds after you have had a chance to review?

Thanks!

Josh

>>> Rosalyn Doggett 11/7/2008 3:43:45 PM >>>
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>>> <eric.smart@bolansmart.com> 11/7/2008 2:51 PM >>>
Roz

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Eric

--
Eric Smart, Bolan Smart Associates, Inc.
1250 24th Street, NW, Suite 300, Washington, DC 20037 202-776-7740 (direct), 202-841-2227 (cell), 202-371-1333 (BSA general) www.bolansmart.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012501

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, November 10, 2008 10:00 AM
To: Washington, Joel R.
Subject: Re: Fw: Draft Appraisal Report for DC Village Property
Attachments: 05 AUG Text FINAL.pdf

The solicitation is attached.

>>> Joel R. Washington 11/9/2008 10:15 AM >>>
FYI--- do you still have the solicitatipn for Western Garage?

Joel

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012502

Doggett, Rosalyn

From: Waszczak, Joanne
Sent: Friday, November 07, 2008 5:03 PM
To: Doggett, Rosalyn
Subject: Re: Fwd: Florida Avenue - Blackline JDA / Lease

sounds good. i hope you have a good weekend, too. :)

>>> Rosalyn Doggett 11/7/2008 5:01 PM >>>
looks like there is time on any of those days let's see as the week progresses have a good weekend

>>> Joanne Waszczak 11/7/2008 4:55 PM >>>
Thanks for meeting with me today, Roz. I really appreciate your time.

I'll look over these items, as well as the rest of the package you gave me today.

Would there be a good time for you to talk more about Florida Ave on Wed, Thurs or Fri of next week?

Thanks,
Joanne

>>> Rosalyn Doggett 11/7/2008 11:48 AM >>>
fyi
Josh is the attorney on this project

>>> Joshua W. Montague 11/6/2008 5:41 PM >>>

Here are the Developer's responses to our initial JDA and Lease.

I have also included a table that I have drafted to compare the terms of the approved term sheet, our initial draft, and their blackline replies.

Josh

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012503

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, November 07, 2008 5:01 PM
To: Waszczak, Joanne
Subject: Re: Fwd: Florida Avenue - Blackline JDA / Lease

looks like there is time on any of those days let's see as the week progresses have a good weekend

>>> Joanne Waszczak 11/7/2008 4:55 PM >>>
Thanks for meeting with me today, Roz. I really appreciate your time.

I'll look over these items, as well as the rest of the package you gave me today.

Would there be a good time for you to talk more about Florida Ave on Wed, Thurs or Fri of next week?

Thanks,
Joanne

>>> Rosalyn Doggett 11/7/2008 11:48 AM >>>
fyi
Josh is the attorney on this project

>>> Joshua W. Montague 11/6/2008 5:41 PM >>>

Here are the Developer's responses to our initial JDA and Lease.

I have also included a table that I have drafted to compare the terms of the approved term sheet, our initial draft, and their blackline replies.

Josh

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Waszczak, Joanne
Sent: Friday, November 07, 2008 4:55 PM
To: Doggett, Rosalyn
Subject: Re: Fwd: Florida Avenue - Blackline JDA / Lease

Thanks for meeting with me today, Roz. I really appreciate your time.

I'll look over these items, as well as the rest of the package you gave me today.

Would there be a good time for you to talk more about Florida Ave on Wed, Thurs or Fri of next week?

Thanks,
Joanne

>>> Rosalyn Doggett 11/7/2008 11:48 AM >>>
fyi
Josh is the attorney on this project

>>> Joshua W. Montague 11/6/2008 5:41 PM >>>

Here are the Developer's responses to our initial JDA and Lease.

I have also included a table that I have drafted to compare the terms of the approved term sheet, our initial draft, and their blackline replies.

Josh

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012505

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, November 07, 2008 4:42 PM
To: Washington, Joel R.
Subject: Fwd: Florida Avenue - Blackline JDA / Lease
Attachments: Florida Avenue - altered terms.doc; DV_Comparison_#42197999v1_EAST_ - Development Agreement (Banneke-#42197999v3_EAST_ - Development Agreement (Banneke.doc; DV_Comparison_#42209240v1_EAST_ - Ground Lease [WMATA FORM]-#42202491v2 _EAST_ - Banneker_WMATA Ground Lease (G.doc

fyi

>>> Joshua W. Montague 11/6/2008 5:41 PM >>>

Here are the Developer's responses to our initial JDA and Lease.

I have also included a table that I have drafted to compare the terms of the approved term sheet, our initial draft, and their blackline replies.

Josh

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, November 07, 2008 3:44 PM
To: Washington, Joel R.
Cc: Montague, Joshua W.; Waszczak, Joanne
Subject: Fwd: FL Ave
Attachments: Jazz_-_Afford_Analysis_(6_0FAR_w_20%_afford)_as_of_10-27-08)(bsa alt) .xls

Our economic consultant has manipulated the Florida Avenue pro forma to see what is required to get both affordable housing and a value equal to or exceeding the net present value (NPV) of the next highest offeror. By adjusting certain variables within what he thinks is reason, Eric believes that we can still get the lion's share of what we were to get (except that base rent is $430k instead of $597k). What he shows is not the only way to skin the cat, but just an example that better conforms to the term sheet. (I haven't examined it in detail yet.)

>>> <eric.smart@bolansmart.com> 11/7/2008 2:51 PM >>>
Roz

Attached is Omar's latest proforma with a series of inputs marked by BSA that are either WMATA requirements and / or possible places for changes based on reasonable assumptions. Note that a required year one WMATA rent of $430,000 escalated at 3.0% gets you to approximately the next highest proposal NPV, including adjusting the next highest proposal to assume a 2009 contract start date (deferred option payment from 2008 in earlier modeling).

Eric

--
Eric Smart, Bolan Smart Associates, Inc.
1250 24th Street, NW, Suite 300, Washington, DC 20037 202-776-7740 (direct), 202-841-2227 (cell), 202-371-1333 (BSA general) www.bolansmart.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012507

Doggett, Rosalyn

From: <eric.smart@bolansmart.com> [eric.smart@bolansmart.com]
Sent: Friday, November 07, 2008 2:51 PM
To: Doggett, Rosalyn
Subject: FL Ave
Attachments: Jazz_-_Afford_Analysis_(6_0FAR_w_20%_afford)_as_of_10-27-08)(bsa alt) .xls

Roz

Attached is Omar's latest proforma with a series of inputs marked by BSA that are either WMATA requirements and / or possible places for changes based on reasonable assumptions. Note that a required year one WMATA rent of $430,000 escalated at 3.0% gets you to approximately the next highest proposal NPV, including adjusting the next highest proposal to assume a 2009 contract start date (deferred option payment from 2008 in earlier modeling).

Eric

--
Eric Smart, Bolan Smart Associates, Inc.
1250 24th Street, NW, Suite 300, Washington, DC 20037 202-776-7740 (direct), 202-841-2227 (cell), 202-371-1333 (BSA general) www.bolansmart.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012508

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, November 07, 2008 11:49 AM
To: Waszczak, Joanne
Subject: Fwd: Florida Avenue - Blackline JDA / Lease
Attachments: Florida Avenue - altered terms.doc; DV_Comparison_#42197999v1_EAST_ - Development Agreement (Banneke-#42197999v3_EAST_ - Development Agreement (Banneke.doc; DV_Comparison_#42209240v1_EAST_ - Ground Lease [WMATA FORM]-#42202491v2 _EAST_ - Banneker_WMATA Ground Lease (G.doc

fyi
Josh is the attorney on this project

>>> Joshua W. Montague 11/6/2008 5:41 PM >>>

Here are the Developer's responses to our initial JDA and Lease.

I have also included a table that I have drafted to compare the terms of the approved term sheet, our initial draft, and their blackline replies.

Josh

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012509

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, November 07, 2008 11:48 AM
To: Montague, Joshua W.
Subject: Re: Florida Avenue question

The intention was to document that Metropolis continued to maintain a strong role in the project.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012510

Doggett, Rosalyn

From: Montague, Joshua W.
Sent: Friday, November 07, 2008 8:53 AM
To: Doggett, Rosalyn
Subject: Florida Avenue question

Hi Rosalyn,

The Board minutes approving the Florida Avenue Developer state, "staff will provide documentation to the Board that clarifies the roles and responsibilities of the members of the development team."

Did we ever do this? What was the Board's intention in requesting this clarification?

As you will see on the Developer's blackline of the JDA/Lease, the Developer has removed all references to both District Development and Metropolis.

I am hoping to include this issue in my "material change" research.

Thanks,

Josh

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012511

Doggett, Rosalyn

From: Montague, Joshua W.
Sent: Thursday, November 06, 2008 5:41 PM
To: Heppen, Bruce P.; Doggett, Rosalyn
Subject: Florida Avenue - Blackline JDA / Lease
Attachments: Florida Avenue - altered terms.doc; DV_Comparison_#42197999v1_EAST_ - Development Agreement (Banneke-#42197999v3_EAST_ - Development Agreement (Banneke.doc; DV_Comparison_#42209240v1_EAST_ - Ground Lease [WMATA FORM]-#42202491v2 _EAST_ - Banneker_WMATA Ground Lease (G.doc

Here are the Developer's responses to our initial JDA and Lease.

I have also included a table that I have drafted to compare the terms of the approved term sheet, our initial draft, and their blackline replies.

Josh

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012512

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, November 06, 2008 3:42 PM
To: Montague, Joshua W.
Subject: Re: Wed a.m. meeting

thanks

>>> Joshua W. Montague 11/6/2008 3:40 PM >>>
Hi Rosalyn,

A couple of updates in reference to this Florida Avenue project:

1. Omar/DLA emailed their blackline comments to the JDA / Lease. I will forward to you.

2. In reference to #1 below, it is a bit of a gray area (of course!). At its heart, this is a business issue. But the legal side of this issue could be important procedurally and as negotiation leverage. I am putting together a memo that analyzes WMATA policy, FTA policy, and similar case law as to when an offer is so "materially changed" that it would require resolicitation. I will let you know what I find.

Josh

>>> Rosalyn Doggett 11/3/2008 12:39:29 PM >>>
I received your e-mail. Wed. a.m. about 10 would be good to get together. I have an 11 a.m. Joel just forwarded me a voice mail from FTA, to whom we asked a question about how far one could write down land per FTA policy, if any. This gist of the message:
1. Consult your attorney to see if we can accept a changed offer reflecting affordable housing without resoliciting.
2. If we can accept a changed offer, the present value cannot be lower than that of the next highest bidder, notwithstanding that that developer had no affordable housing.
3. If we decide to resolicit, we would have to get a new appraisal which aoppraisal could take into account an affordable housing requirement.

Obviously point 2 constrains any analysis that you might be doing. I will need to discuss it with Joel.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012513

Doggett, Rosalyn

From: Montague, Joshua W.
Sent: Thursday, November 06, 2008 3:41 PM
To: Doggett, Rosalyn
Subject: Re: Wed a.m. meeting

Hi Rosalyn,

A couple of updates in reference to this Florida Avenue project:

1. Omar/DLA emailed their blackline comments to the JDA / Lease. I will forward to you.

2. In reference to #1 below, it is a bit of a gray area (of course!). At its heart, this is a business issue. But the legal side of this issue could be important procedurally and as negotiation leverage. I am putting together a memo that analyzes WMATA policy, FTA policy, and similar case law as to when an offer is so "materially changed" that it would require resolicitation. I will let you know what I find.

Josh

>>> Rosalyn Doggett 11/3/2008 12:39:29 PM >>>
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1. Consult your attorney to see if we can accept a changed offer reflecting affordable housing without resoliciting.
2. If we can accept a changed offer, the present value cannot be lower than that of the next highest bidder, notwithstanding that that developer had no affordable housing.
3. If we decide to resolicit, we would have to get a new appraisal which aoppraisal could take into account an affordable housing requirement.

Obviously point 2 constrains any analysis that you might be doing. I will need to discuss it with Joel.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012514

Doggett, Rosalyn

From: Washington, Joel R.
Sent: Tuesday, November 04, 2008 3:51 PM
To: McLaughlin, Janice A.
Cc: Requa, Jack; Malasky, Gary; Burns, Bob; Bottigheimer, Nat; Doggett, Rosalyn
Subject: Status of Current Projects 8A revised 11_04_08.doc
Attachments: Status of Current Projects 8A revised 11_04_08.doc

Janice,

I revised the status report based on the comments I received in today's pre-brief.

Joel

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012515

Doggett, Rosalyn

From: Montague, Joshua W.
Sent: Monday, November 03, 2008 3:51 PM
To: Doggett, Rosalyn
Subject: Fwd: RE: Florida Avenue

FYI

>>> "Omar A. Karim" <okarim@bannekerventures.com> 11/3/2008 12:34:51 PM
>>> >>>
DLA is incorporating final comments to the first draft and we should be sending you a blacklined version of the docs by Wednesday.

Omar

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012516

Doggett, Rosalyn

From: Meister, Mark K.
Sent: Monday, November 03, 2008 10:00 AM
Subject: Fwd: Metro News Clips - Monday, November 3, 2008
Attachments: dcexaminer1.pdf; dcexaminer2.pdf; WPOST3.pdf; WPOST4.pdf; WPOST5.pdf; wtopnews6.pdf; nytimes1.pdf; sfgate2.pdf

>>> Steven Taubenkibel 11/3/2008 8:45 AM >>>
To all:

Metro News

1) Metro Warns Of Slower Trains In Slippery Rail Season, Washington Examiner, November 3

2) Fairfax Eyes Raising Bus Fares, Washington Examiner, November 2

3) Letters To The Editor: A Sense Of Entitlement, Washington Post, November 3

4) D. Gridlock: Metro Searches Rankle Riders, Washington Post, November 2

5) Bruce Schnier Talks Metro Bag Searches, Washington Post, October 31

6) Metro Extends Monday Hours For Redskins Game, WTOP News, November 3

US Transit News

1) From Midwest To MTA, Pain From Global Gamble, New York Times, November 2

2) Protesting Teens Shut 3 BART Stations, San Francisco Chronicle, November 1

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012517

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, October 31, 2008 4:59 PM
To: Montague, Joshua W.
Subject: Re: Florida Avenue

I did not hear. Please inquire first thing Monday. Thanks

>>> Joshua W. Montague 10/31/2008 4:46 PM >>>
Hi Rosalyn,

I never heard from Omar Karim or his attorneys this week. Did you hear anything? I imagine it is going to take a little bit longer than they planned.

Have a good weekend!

Josh

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012518

Doggett, Rosalyn

From: Montague, Joshua W.
Sent: Friday, October 31, 2008 4:46 PM
To: Doggett, Rosalyn
Subject: Florida Avenue

Hi Rosalyn,

I never heard from Omar Karim or his attorneys this week. Did you hear anything? I imagine it is going to take a little bit longer than they planned.

Have a good weekend!

Josh

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012519

Doggett, Rosalyn

From: Meister, Mark K.
Sent: Friday, October 31, 2008 9:10 AM
Subject: Fwd: Metro News Clips - Friday, October 31, 2008
Attachments: WPOST1.pdf; WPOST2.pdf; dcexaminer3.pdf; dcexaminer4.pdf; reuters5.pdf; ap6.pdf; myfoxdc7.pdf; nydailynews1.pdf

>>> Steven Taubenkibel 10/31/2008 8:40 AM >>>
To all:

Happy Halloween!!

- Steven

Metro News

1) Bank Shelves Demand That Metro Pay Up, Washington Post, October 31

2) Robert Mathe: DC Engineer, Commissioner, Washington Post, October 31

3) Bank Agrees To Defer Claim For $43 Million Metro Payment, Washington Examiner, October 31

4) Downtown Anacostia Added To Streetcar Line Proposal, Washington Examiner, October 31

5) Washington Transit Agency At Risk In AIG Fallout, Reuters, October 30

6) Judge Gives DC Transit Relief On $43M Loan Payment, Associated Press, October 30

7) Judge Grants Temporary Relief On Bank Loan, http://www.myfoxdc.com/myfox/pages/News/Detail?contentId=7757583&version=3&locale=EN-US&layoutCode=TSTY&pageId=3.2.1 (see news story), WTTG-TV 5, October 30

US Transit News

1) The Living Dead Buses In The Bronx, New York Daily News, October 31

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012520

Doggett, Rosalyn

From: Meister, Mark K.
Sent: Thursday, October 30, 2008 9:51 AM
Subject: Fwd: Metro News Clips - Thursday, October 30, 2008
Attachments: WPOST1.pdf; WPOST2.pdf; WPOST3.pdf; voices.washingtonpost4.pdf; dcexaminer5.pdf; dcexaminer6.pdf; wjla7.pdf; wjla8.pdf; nbc4.com9.pdf; wusa9.com10.pdf; gazette11.pdf; newsday1.pdf; nydailynews2.pdf; nydailynews3.pdf; ajc4.pdf; chicagotribune5.pdf; philly6.pdf; dallasnews7.pdf

>>> Steven Taubenkibel 10/30/2008 9:08 AM >>>
To all:

Metro News

1) Metro Fighting Bank's Deadline, Washington Post, October 30

2) Letters To The Editor: Metro's Bag Searches, Washington Post, October 30

3) Arlington Voters Face $170 Million In Bonds, Washington Post, October 30

4) Get There: Slippery Rails, Slippery Schedules, Washington Post, October 29

5) Metro Chief Orders Second Set Of Budget Cuts, Washington Examiner, October 30

6) Restraining Order Filed By Metro Against Belgian Bank, Washington Examiner, October 30

7) Metro Seeks Bank Restraining Order, WJLA-TV 7/Associated Press, October 29

8) Protestors oppose Metro Bag Searches, http://www.wjla.com/news/stories/1008/565559.html (see news story), WJLA-TV 7, October 29

9) Critics Protest Metro's Plan To Search Bags, http://www.nbcwashington.com/news/local/Critics_Protest_Metros_Plan_to_Search_Bags.html (see news story), WRC-TV 4, October 29

10) Metro Bus And Rail Operators Earning Six Figures, http://www.wusa9.com/rss/local_article.aspx?storyid=77704 (see news story), WUSA-TV 9, October 29

11) Second Metro Entrance Discussed, Gazette Newspapers, October 30

US Transit News

1) MTA: 2009 Budget Shortfall To Be Worse Than Expected, New York Newsday, October 30

2) Service Cuts looming, MTA Warns, New York Daily News, October 30

3) Cookies Grumble For MTA Honchos, New York Daily News, October 29

4) MARTA Seeks Piece Of Federal Bailout, Atlanta Journal Constitution, October 30

5) More Than 100 People Voice Opinions On CTA Fare Increases, Chicago Tribune, October 30

6) Editorial: US Support Of Amtrak, Philadelphia Inquirer, October 30

7) Advocate For Fathers Protest Ad Campaigns On Buses, Dallas Morning News, October 27

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012521

Doggett, Rosalyn

From: Washington, Joel R.
Sent: Wednesday, October 29, 2008 1:53 PM
To: SAAM; Bottigheimer, Nat
Cc: Montague, Joshua W.; Welch, Kermit A.; Chu, Mable; Biondi, Marc E.; Dickerson, Tracie S.
Subject: Fwd: Economy halts developers' ballpark plans
Attachments: Economy halts developers' ballpark plans.txt

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012522

Doggett, Rosalyn

From: Washington, Joel R.
Sent: Friday, October 24, 2008 4:14 PM
To: McLaughlin, Janice A.
Cc: Malasky, Gary; Montague, Joshua W.; Welch, Kermit A.; Chu, Mable; Biondi, Marc E.; Burns, Bob; Dickerson, Tracie S.; Johnson, Shariyka; Doggett, Rosalyn
Subject: FTA Quarterly Status of Current Projects 10-24-08__1.doc
Attachments: FTA Quarterly Status of Current Projects 10-24-08__1.doc

Janice,

I had to revise this report due to actions taken this afternoon.

Joel

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012523

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, October 24, 2008 2:19 PM
To: Glenn, Brian
Cc: Montague, Joshua W.; Washington, Joel R.
Subject: Affordable Housing- value issues

Brian, Joel and I believe that these are the questions to consider. Thanks for meeting with us earlier this week.

Affordable Housing Issues for Consideration

The Florida Avenue joint developer (Banneker) is essentially asking WMATA to write down the cost of affordable housing by reducing rent as greatly as possible, including rent from market rate housing and retail, based on a residual land value analysis. The residual land value analysis takes into account income from rents , etc., expenses, assumptions on reasonable investment costs and returns and assesses what is left over to pay a ground lease. WMATA would like a reading from FTA as to what would be acceptable.

- Is it acceptable to write the cost of housing down beyond the land value (and resultant rent) assigned to the affordable housing?

In the past our appraisers have deemed affordable housing (as defined by each local jurisdiction) to have 0 percent or a somewhat higher percentage of market land value (depending on the level of affodablity). FTA has accepted these appraisals. Further, these appraisals were based on legislative requirements of local jurisdictions which have ranged from 8% to 15% affordable of total housing units constructed. In the case of the District of Columbia, there is presently no legislative or regulatory requirement; however, in going through a process of getting Planned Unit Development approvals for higher density, it is likely that the developer would be required to have a percentage of affordable housing as a condition of approval.

- If it is acceptable, what should the parameters be?

It is understood that the value could not dip below appraised value, but is there another benchmark above that?

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012524

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, October 24, 2008 10:57 AM
To: Montague, Joshua W.
Subject: Re: Florida Avenue

we'll ask him

>>> Joshua W. Montague 10/24/2008 10:55 AM >>>

You may be well aware of this, but I thought I should relay to you just in case. When we were walking out of the meeting last week, Omar informed me that he had entered into an agreement to purchase some of the land behind our property. He said that he would close on it simultaneously with our closing.

How does this affect any potential agreement with us? What if he has units that are partially on our land and partially on the land behind us?

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012525

Doggett, Rosalyn

From: Montague, Joshua W.
Sent: Friday, October 24, 2008 10:55 AM
To: Doggett, Rosalyn
Subject: Florida Avenue

You may be well aware of this, but I thought I should relay to you just in case. When we were walking out of the meeting last week, Omar informed me that he had entered into an agreement to purchase some of the land behind our property. He said that he would close on it simultaneously with our closing.

How does this affect any potential agreement with us? What if he has units that are partially on our land and partially on the land behind us?

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012526

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, October 24, 2008 10:36 AM
To: Montague, Joshua W.
Subject: Fwd: FTA Affordable Housing Questions

>>> Rosalyn Doggett 10/23/2008 5:53 PM >>>
Does the writeup below make sense?

Affordable Housing Issues for Consideration

The Florida Avenue joint developer (Banneker) is essentially asking WMATA to write down the cost of affordable housing by reducing rent as greatly as possible, including rent from market rate housing and retail, based on a residual land value analysis. The residual land value analysis takes into account income from rents , etc., expenses, assumptions on reasonable investment costs and returns and assesses what is left over to pay a ground lease. WMATA would like a reading from FTA as to what would be acceptable.

- Is it acceptable to write the cost of housing down beyond the land value (and resultant rent) assigned to the affordable housing?

In the past our appraisers have deemed affordable housing (as defined by each local jurisdiction) to have 0% or a somewhat higher percentage of land value. FTA has accepted these appraisals. Further, these appraisals were based on legislative requirements of local jurisdictions which have ranged from 8% to 15% of housing units constructed at the local definition of affordable. In the case of the District of Columbia, there is presently no legislative or regulatory requirement; however, in going through a process of getting Planned Unit Development approvals for higher density, it is likely that the developer would be required to have a percentage of affordable housing as a condition of approval.

- If it is acceptable, what should the parameters be?

It is understood that the value could not dip below appraised value, but is there another benchmark above that?

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012527

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, October 23, 2008 5:54 PM
To: Washington, Joel R.
Subject: FTA Affordable Housing Questions

Does the writeup below make sense?

Affordable Housing Issues for Consideration

The Florida Avenue joint developer (Banneker) is essentially asking WMATA to write down the cost of affordable housing by reducing rent as greatly as possible, including rent from market rate housing and retail, based on a residual land value analysis. The residual land value analysis takes into account income from rents , etc., expenses, assumptions on reasonable investment costs and returns and assesses what is left over to pay a ground lease. WMATA would like a reading from FTA as to what would be acceptable.

- Is it acceptable to write the cost of housing down beyond the land value (and resultant rent) assigned to the affordable housing?

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- If it is acceptable, what should the parameters be?

It is understood that the value could not dip below appraised value, but is there another benchmark above that?

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012528

Doggett, Rosalyn

From: <eric.smart@bolansmart.com> [eric.smart@bolansmart.com]
Sent: Thursday, October 23, 2008 4:07 PM
To: Doggett, Rosalyn
Subject: Florida IRR
Attachments: jazz IRR.pdf; jazz IRR WMATA.pdf

Roz

Per my phone message, as we progressed to sensitivity test the Jazz model we discovered what may be a pretty serious flaw in the IRR computations.
It appears the developer is not including all of the interim net cash flow as part of the 17% return on equity. The attached PDFs summarize what happens if the IRR comps are corrected to reflect a 17% IRR, plus what happens to the returns if some of WMATA's deal structure is restored.

Let's discuss. Might be helpful in the interim if you sent something like the following to the developer:

In working through the provided proforma we discovered what we think are some computation problems regarding the IRR:

1) It appears that the Net Cash Flow to Equity may not be propertly recognized for years 2013 to 2016.

2) Related to the above, if the total preferred return to equity is 17%, as indicated on the Summary page, realizing an actuall IRR of 20.16% is excessive.

3) There seems to be no account for five years of paid down principal in the debt payment schedule.

While addressing these needed corrections we would ask that you also to conform the spreadsheets with the summary PDF pages presented to us earlier, in particular using a $1.20 psf rent for the affordables, the annual WMATA lease payment and the prior project construction costs.
--
Eric Smart, Bolan Smart Associates, Inc.
1250 24th Street, NW, Suite 300, Washington, DC 20037 202-776-7740 (direct), 202-841-2227 (cell), 202-371-1333 (BSA general) www.bolansmart.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012529

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, October 22, 2008 1:29 PM
To: tdawes@dcch.org
Subject: solicitation with Northern in it
Attachments: 05 AUG JDS CVR.pdf; 05 AUG Text FINAL.pdf

att.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Montague, Joshua W.
Sent: Tuesday, October 21, 2008 11:50 AM
To: Doggett, Rosalyn
Subject: Re: Fwd: Howard-Shaw/Florida Avenue Meeting

I am free.

>>> Rosalyn Doggett 10/21/2008 11:48 AM >>>
Josh- are you free Friday at 2. Joel is not but said to go on without him

>>> "Omar A. Karim" <okarim@bannekerventures.com> 10/20/2008 4:29 PM >>>
Ms. Doggett,

Last week when we discussed having the follow-up meeting this Thursday, I did not have my calendar with me. As I look at it for this week, I will not be able to meet with you all on Thursday. Would it be possible for us to meet on Wednesday (anytime) or Friday (anytime after 2pm). Thank you for your understanding.

Omar

Omar A. Karim

Banneker Ventures, LLC

700 12th Street, NW, Suite 700

Washington, DC 20005

(202) 667-4110 office

(301) 523-1810 cell

okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012531

Doggett, Rosalyn

From: Washington, Joel R.
Sent: Tuesday, October 21, 2008 11:49 AM
To: Talaia, Anabela; Malasky, Gary; Burns, Bob; McElhenny-Smith, Robin; Meister, Mark K.; Doggett, Rosalyn
Cc: Montague, Joshua W.; Welch, Kermit A.; Chu, Mable; Dickerson, Tracie S.; Scales, Phillip
Subject: Status of Current Projects 8A revised 10_21_08.doc
Attachments: Status of Current Projects 8A revised 10_21_08_1.doc

All,

Please review the attached status report, I edited the Rhode Island Station, Minnesota Avenue, U Street/Cardoza, and DC Land Swap items. The FTA Quarterly pre-brief is scheduled for Tuesday, November 4th. i need to submit the report to Jack Requa's office by this Friday.

Thanks,

Joel

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012532

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, October 21, 2008 11:49 AM
To: Montague, Joshua W.
Subject: Fwd: Howard-Shaw/Florida Avenue Meeting

Josh- are you free Friday at 2. Joel is not but said to go on without him

>>> "Omar A. Karim" <okarim@bannekerventures.com> 10/20/2008 4:29 PM >>>
Ms. Doggett,

Last week when we discussed having the follow-up meeting this Thursday, I did not have my calendar with me. As I look at it for this week, I will not be able to meet with you all on Thursday. Would it be possible for us to meet on Wednesday (anytime) or Friday (anytime after 2pm). Thank you for your understanding.

Omar

Omar A. Karim

Banneker Ventures, LLC

700 12th Street, NW, Suite 700

Washington, DC 20005

(202) 667-4110 office

(301) 523-1810 cell

okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012533

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Monday, October 20, 2008 4:29 PM
To: Doggett, Rosalyn
Cc: Washington, Joel R.
Subject: Howard-Shaw/Florida Avenue Meeting

Ms. Doggett,

Last week when we discussed having the follow-up meeting this Thursday, I did not have my calendar with me. As I look at it for this week, I will not be able to meet with you all on Thursday. Would it be possible for us to meet on Wednesday (anytime) or Friday (anytime after 2pm). Thank you for your understanding.

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(202) 667-4110 office
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okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012534

Doggett, Rosalyn

From: Mohsberg, Sid
Sent: Monday, October 20, 2008 1:25 PM
Subject: Board Document Preparation Milestones - Updated 10/20/08
Attachments: Board Items Preparation Milestones - 2008.xls

FYI and action as appropriate.

The immediate focus are the 11/20/08 PD&RE Cmte and Board meetings.

Sid

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Mohsberg, Sid
Sent: Friday, October 17, 2008 4:45 PM
Subject: Board Documents Preparation Milestones - Updated 10/17/08
Attachments: Board Items Preparation Milestones - 2008.xls

Updated milestones are attached.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012536

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, October 17, 2008 4:13 PM
To: eric.smart@bolansmart.com
Subject: Re: Florida Avenue

ok

>>> <eric.smart@bolansmart.com> 10/17/2008 4:06 PM >>>
Roz - How about 11:00 am for Tuesday, Oct 22 for a phone call? Eric

On Fri, 17 Oct 2008 1:23:20 -0500 (EST), "Rosalyn Doggett"
<rdoggett@wmata.com> wrote:
> likely to be Tuesday a.m.
> as of now, any time would be ok
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> fairly easy to work with. For now I will plan on a telephone call
> with you Monday pm or Tuesday am.
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> Eric
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> <rdoggett@wmata.com> wrote:
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> > Re: Florida Ave revised proposal
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> > 1) Do not see why developer should get a LEEDS related credit when
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> > 2) Obviously the recently submitted developer comparisons do not
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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012537

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> > c) The drop of proforma affordables rent from $1.50 to $1.20 per FAR
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> > affordables to the developer by 20%, or $13,500 per unit compared
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> > d) Figure that if you allow for a discount for the 29 affordables
> > totaling $391,500 ($13,500 x
> 29 units), you will gross up the
> overall
> > rent structure to include the additional 43,338 FAR (178,752 gsf
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> > 135,414 gsf) valued at $60 per FAR per the term sheet equaling
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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012538

> > Perhaps you can begin by simply saying, as I thought you were saying
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> > > Eric Smart, Bolan Smart Associates, Inc.
> > > 1250 24th Street, NW, Suite 300, Washington, DC 20037 202-776-7740
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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012539

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, October 17, 2008 4:13 PM
To: eric.smart@bolansmart.com
Subject: Re: Florida Avenue

ok

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Roz - How about 11:00 am for Tuesday, Oct 22 for a phone call? Eric

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012540

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012541

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012542

Doggett, Rosalyn

From: <eric.smart@bolansmart.com> [eric.smart@bolansmart.com]
Sent: Friday, October 17, 2008 4:06 PM
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FOIA CONFIDENTIAL TREATMENT REQUESTED

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012544

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012545

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, October 17, 2008 2:23 PM
To: eric.smart@bolansmart.com
Subject: Re: Florida Avenue

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> To: Roz
> Re: Florida Ave revised proposal
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> Three summary comments per yesterdayâ€™s discussion:
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> 1) Do not see why developer should get a LEEDS related credit when
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> 2) Obviously the recently submitted developer comparisons do not
> permit easy comparison to the proforma data relied upon as part of the
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> 3) Focusing on the 20% affordable housing component alone, we make
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> c) The drop of proforma affordables rent from $1.50 to $1.20 per FAR
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> market units (per DC standard requirements). This 20% drop in rents,
> other things being constant, would increase the relative cost of the
> affordables to the developer by 20%, or $13,500 per unit compared with
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> the initial $10,000 cost per unit ($11,250 x (($1.50-$1.20)/$1.50)).
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> d) Figure that if you allow for a discount for the 29 affordables
> totaling $391,500 ($13,500 x 29 units), you will gross up the overall
> rent structure to include the additional 43,338 FAR (178,752 gsf â€“
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> (all else being held the same). This is probably much more than you
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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012548

Doggett, Rosalyn

From: <eric.smart@bolansmart.com> [eric.smart@bolansmart.com]
Sent: Friday, October 17, 2008 12:13 PM
To: Doggett, Rosalyn
Subject: Re: Florida Avenue

Roz

Thanks for Omar's spreadsheet. A quick review suggests should be fairly easy to work with. For now I will plan on a telephone call with you Monday pm or Tuesday am.

Eric

On Thu, 16 Oct 2008 1:15:58 -0500 (EST), "Rosalyn Doggett" <rdoggett@wmata.com> wrote:
> Eric, thank you for the analysis which Joel and I used in speaking
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FOIA CONFIDENTIAL TREATMENT REQUESTED

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012550

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012551

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, October 17, 2008 11:05 AM
To: Montague, Joshua W.
Subject: Fwd: Jazz @ Florida Avenue - Budget and Pro forma w/ Affordability Analysis
Attachments: Jazz - Afford Analysis (6 0FAR w 20% afford) as of 10-16-08 (Autosaved).xls

>>> Rosalyn Doggett 10/17/2008 8:32 AM >>>

>>> "Omar A. Karim" <okarim@bannekerventures.com> 10/16/2008 8:07 PM >>>
Ms. Doggett,

As promised at today's meeting, we attach for your review a copy of the budget and pro forma showing the affordable unit inclusion in the project and the impact thereof. For your convenience, I have highlighted in yellow cells on the Summary page which by changing them will show you the impact that the change will have on the entire pro forma. Please call or email me should you, Bolan or anyone else have questions. We look forward to discussing this with you next Thursday and hopefully getting to an agreement on these important terms in the coming weeks.

Thank you for all of your work in bringing this project along.

My sincerest thanks.

Omar

Omar A. Karim

Banneker Ventures, LLC

700 12th Street, NW, Suite 700

Washington, DC 20005

(202) 667-4110 office

(301) 523-1810 cell

okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012552

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, October 17, 2008 11:04 AM
To: Montague, Joshua W.
Subject: Fwd: Re: Florida Avenue

>>> Rosalyn Doggett 10/16/2008 2:15 PM >>>
Eric, thank you for the analysis which Joel and I used in speaking with Omar Karim of Banneker.

We have concluded, and Nat agrees with us, that reducing the rent beyond land value for "affordable" units is really a Board policy matter and that we should show implications of writedowns at various percentages of affordability (maybe only 10% or 20%) at different income levels maybe 30, 50, 60, 80 % AMI.

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To: Roz
Re: Florida Ave revised proposal

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3) Focusing on the 20% affordable housing component alone, we make the following observations:

a) The developer's willingness to increase the ground rent structure by $97,000 earlier in 2008 suggests, at least at some level, that they valued the cost of providing 10 affordables at approximately 60% AMI in the range of $10,000 per unit per year. Employing a 6.0% cap rate would value the waived affordable subsidy in the range of $165,000 per unit, no out of line with what an independent analysis would likely substantiate.

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c) The drop of proforma affordables rent from $1.50 to $1.20 per FAR appears to pretty much conform with going from a 60% AMI income to a 50% AMI, assuming the affordable units' apt sizes average 95% of the market units (per DC standard requirements). This 20% drop in rents, other things being constant, would increase the relative cost of the affordables to the developer by 20%, or $13,500 per unit compared with the initial $10,000 cost per unit ($11,250 x (($1.50-$1.20)/$1.50)).

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012553

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012554

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, October 17, 2008 8:33 AM
To: eric.smart@bolansmart.com
Subject: Fwd: Jazz @ Florida Avenue - Budget and Pro forma w/ Affordability Analysis
Attachments: Jazz - Afford Analysis (6 0FAR w 20% afford) as of 10-16-08 (Autosaved).xls

>>> "Omar A. Karim" <okarim@bannekerventures.com> 10/16/2008 8:07 PM >>>
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okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Thursday, October 16, 2008 8:08 PM
To: Doggett, Rosalyn
Cc: Washington, Joel R.
Subject: Jazz @ Florida Avenue - Budget and Pro forma w/ Affordability Analysis
Attachments: Jazz - Afford Analysis (6 0FAR w 20% afford) as of 10-16-08 (Autosaved).xls

Importance: High

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(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012556

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, October 16, 2008 2:15 PM
To: eric.smart@bolansmart.com
Cc: Washington, Joel R.
Subject: Re: Florida Avenue

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To: Roz
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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012557

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012558

Doggett, Rosalyn

From: Mohsberg, Sid
Sent: Wednesday, October 15, 2008 3:52 PM
Subject: Board Documents Preparation Milestones - Updated
Attachments: Board Items Preparation Milestones - 2008.xls

Latest update.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012559

Doggett, Rosalyn

From: Mohsberg, Sid
Sent: Wednesday, October 15, 2008 2:48 PM
To: Kennedy, Sean; Doggett, Rosalyn
Subject: Re: Fwd: PLJD Board Preparation Calendar - Updated 10/7/08
Attachments: Board Items Preparation Milestones - 2008.xls

Roz and Sean,

Guys, your e-mails are a bit inside baseballish. Assume I know absolutely nothing about this item, which is pretty much the truth, and let's please try this again:

When do you want to take this to the PD&RE Committee? 20 November 2008?

Action or information item? I sense action.

Who owns this item? PLAN (Sean) or SAAM (Roz)?

I see that the title of MEAD 100176 is "Prince George`s Plaza Retail Lease Amendment" and that Roz is the Originator; i.e., Roz is the only person who can edit it.

What is the official title of this item; i.e., the one you want to use for the Board Agenda Review (BAR)?

The pre-brief for Nat for the 11/20/08 PD&RE Cmte meeting is on 10/21/08 at 1:00 PM. Whoever owns this item needs to bring hard copies of the BAIS and PowerPoint presentation to the pre-brief.

Thanks.

Sid

>>> Rosalyn Doggett 10/15/2008 2:24 PM >>>
Joel says this will be a PDRE item since it is a jd contract amendment

>>> Rosalyn Doggett 10/15/2008 1:20 PM >>>
just to make sure, I am expecting you to do the power point but can shoot you a template if needed

>>> Sean Kennedy 10/15/2008 1:17 PM >>>
Excellent! Thanks Ros...

Sean Kennedy, AICP
Office of Long Range Planning
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001
202-962-1575
202-962-1409 (fax)

>>> Rosalyn Doggett 10/15/2008 1:15 PM >>>
In answer to your question about MEAD 100176 and power point for PGP Marriott parking in the WMATA garage, I have done the MEAD (the BAIS is a derivative-- to use a dishononored word, now-- of the MEAD)

The attached calendar indicates that the briefings with Nat and Jack Requa are on Tuesday Oct 21 so the power point draft can be done probably on Monday the 20th-- early

I have asked Joel which committee this item would go to, I am thinking Ops and not PDRE but have asked Joel to confirm

I don't know if Sid has any updates about briefing dates and times.....

>>> Sid Mohsberg 10/7/2008 6:10 PM >>>
Attached.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012560

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, October 15, 2008 2:47 PM
To: Washington, Joel R.
Subject: Fwd: Re: Florida Avenue

Food for thought

Eric, is right in that he (Eric) is suggesting way more of a writedown at a rent of $355,000 than I think WMATA should cover. Other subsidies including bond financing, city tax abatements and grants, etc. shoul d be used, in my opinion, to go beyond the cost of our total writedown per unit. But Eric does show the great difference between market rents ($3/sf) and 50%AME ($1.20/sf--- if he is right on this as he says he is).

>>> <eric.smart@bolansmart.com> 10/15/2008 2:30 PM >>>
To: Roz
Re: Florida Ave revised proposal

Three summary comments per yesterday's discussion:

1) Do not see why developer should get a LEEDS related credit when overall project cost is the same per square foot between the two presented scenarios.

2) Obviously the recently submitted developer comparisons do not permit easy comparison to the proforma data relied upon as part of the initial developer designation. Without clarification of many changed items it would not seem there is a basis provided to change the deal structure, at least as it relates to the assumptions presented at the time of the preliminary award.

3) Focusing on the 20% affordable housing component alone, we make the following observations:

a) The developer's willingness to increase the ground rent structure by $97,000 earlier in 2008 suggests, at least at some level, that they valued the cost of providing 10 affordables at approximately 60% AMI in the range of $10,000 per unit per year. Employing a 6.0% cap rate would value the waived affordable subsidy in the range of $165,000 per unit, no out of line with what an independent analysis would likely substantiate.

b) Unfortunately the above ratios cannot be applied as a constant when increasing the percentage of affordables, since at 20% vs. 10% there are fewer market units per affordable to help offset the extra costs. The simple math on this suggests that if there are 11.11% fewer market units to be built relative to the number of affordables there is an additional proportional developer cost needed to offset the extra affordable on the order of $11,250 per unit ($10,000 x 9/8).

c) The drop of proforma affordables rent from $1.50 to $1.20 per FAR appears to pretty much conform with going from a 60% AMI income to a 50% AMI, assuming the affordable units' apt sizes average 95% of the market units (per DC standard requirements). This 20% drop in rents, other things being constant, would increase the relative cost of the affordables to the developer by 20%, or $13,500 per unit compared with the initial $10,000 cost per unit ($11,250 x (($1.50-$1.20)/$1.50)).

d) Figure that if you allow for a discount for the 29 affordables totaling $391,500 ($13,500 x 29 units), you will gross up the overall rent structure to include the additional 43,338 FAR (178,752 gsf - 135,414 gsf) valued at $60 per FAR per the term sheet equaling $130,014 per year ($2,600,280 x .5.0%), or a total of $727,014 ($597,000 + $130,014), then perhaps offer to discount $391,500 as a recognized credit for the affordables, netting out at a base year ground rent of $355,514 (all else being held the same). This is probably much more than you were thinking of conceding, so you can simplify based on whatever starting point you wish.

Perhaps you can begin by simply saying, as I thought you were saying yesterday, that you will credit them 20% on the grossed up land rent, or $581,600 ($727,014 x 80%), then maybe work down to a more comprehensive number. For what it is worth, if need be we think you could fall back on the kind of basic analysis outlined above.

Eric

On Fri, 10 Oct 2008 4:13:14 -0500 (EST), "Rosalyn Doggett" <rdoggett@wmata.com> wrote:

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012561

> I have sent you a barrage of e-mails and don't even know if you are around.
> I would like to talk to you about FL Ave on Tues. Essentially, this
> developer is attempting to renege on a number of bases. Only a correction
> for actual affordable housing makes sense to me. He is claiming he
> had
10%
> work force only in his prior pro formas which you have and I will attempt to
> look at this weekend along with 3 other work assignments!
>
>
>
--
Eric Smart, Bolan Smart Associates, Inc.
1250 24th Street, NW, Suite 300, Washington, DC 20037 202-776-7740 (direct), 202-841-2227 (cell), 202-371-1333 (BSA general) www.bolansmart.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012562

Doggett, Rosalyn

From: <eric.smart@bolansmart.com> [eric.smart@bolansmart.com]
Sent: Wednesday, October 15, 2008 2:30 PM
To: Doggett, Rosalyn
Subject: Re: Florida Avenue

To: Roz
Re: Florida Ave revised proposal

Three summary comments per yesterday's discussion:

1) Do not see why developer should get a LEEDS related credit when overall project cost is the same per square foot between the two presented scenarios.

2) Obviously the recently submitted developer comparisons do not permit easy comparison to the proforma data relied upon as part of the initial developer designation. Without clarification of many changed items it would not seem there is a basis provided to change the deal structure, at least as it relates to the assumptions presented at the time of the preliminary award.

3) Focusing on the 20% affordable housing component alone, we make the following observations:

a) The developer's willingness to increase the ground rent structure by $97,000 earlier in 2008 suggests, at least at some level, that they valued the cost of providing 10 affordables at approximately 60% AMI in the range of $10,000 per unit per year. Employing a 6.0% cap rate would value the waived affordable subsidy in the range of $165,000 per unit, no out of line with what an independent analysis would likely substantiate.

b) Unfortunately the above ratios cannot be applied as a constant when increasing the percentage of affordables, since at 20% vs. 10% there are fewer market units per affordable to help offset the extra costs. The simple math on this suggests that if there are 11.11% fewer market units to be built relative to the number of affordables there is an additional proportional developer cost needed to offset the extra affordable on the order of $11,250 per unit ($10,000 x 9/8).

c) The drop of proforma affordables rent from $1.50 to $1.20 per FAR appears to pretty much conform with going from a 60% AMI income to a 50% AMI, assuming the affordable units' apt sizes average 95% of the market units (per DC standard requirements). This 20% drop in rents, other things being constant, would increase the relative cost of the affordables to the developer by 20%, or $13,500 per unit compared with the initial $10,000 cost per unit ($11,250 x (($1.50-$1.20)/$1.50)).

d) Figure that if you allow for a discount for the 29 affordables totaling $391,500 ($13,500 x 29 units), you will gross up the overall rent structure to include the additional 43,338 FAR (178,752 gsf - 135,414 gsf) valued at $60 per FAR per the term sheet equaling $130,014 per year ($2,600,280 x .5.0%), or a total of $727,014 ($597,000 + $130,014), then perhaps offer to discount $391,500 as a recognized credit for the affordables, netting out at a base year ground rent of $355,514 (all else being held the same). This is probably much more than you were thinking of conceding, so you can simplify based on whatever starting point you wish.

Perhaps you can begin by simply saying, as I thought you were saying yesterday, that you will credit them 20% on the grossed up land rent, or $581,600 ($727,014 x 80%), then maybe work down to a more comprehensive number. For what it is worth, if need be we think you could fall back on the kind of basic analysis outlined above.

Eric

On Fri, 10 Oct 2008 4:13:14 -0500 (EST), "Rosalyn Doggett" <rdoggett@wmata.com> wrote:
> I have sent you a barrage of e-mails and don't even know if you are around.
> I would like to talk to you about FL Ave on Tues. Essentially, this
> developer is attempting to renege on a number of bases. Only a correction
> for actual affordable housing makes sense to me. He is claiming he
> had
10%
> work force only in his prior pro formas which you have and I will

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012563

attempt to
> look at this weekend along with 3 other work assignments!
>
>
>
--
Eric Smart, Bolan Smart Associates, Inc.
1250 24th Street, NW, Suite 300, Washington, DC 20037 202-776-7740 (direct), 202-841-2227
(cell), 202-371-1333 (BSA general) www.bolansmart.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012564

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, October 15, 2008 1:16 PM
To: Kennedy, Sean
Cc: Mohsberg, Sid
Subject: Fwd: PLJD Board Preparation Calendar - Updated 10/7/08
Attachments: Board Items Preparation Milestones - 2008.xls

In answer to your question about MEAD 100176 and power point for PGP Marriott parking in the WMATA garage, I have done the MEAD (the BAIS is a derivative-- to use a dishononored word, now-- of the MEAD)

The attached calendar indicates that the briefings with Nat and Jack Requa are on Tuesday Oct 21 so the power point draft can be done probably on Monday the 20th-- early

I have asked Joel which committee this item would go to, I am thinking Ops and not PDRE but have asked Joel to confirm

I don't know if Sid has any updates about briefing dates and times.....

>>> Sid Mohsberg 10/7/2008 6:10 PM >>>
Attached.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012565

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, October 10, 2008 5:13 PM
To: eric.smart@bolansmart.com
Subject: Florida Avenue

I have sent you a barrage of e-mails and don't even know if you are around. I would like to talk to you about FL Ave on Tues. Essentially, this developer is attempting to renege on a number of bases. Only a correction for actual affordable housing makes sense to me. He is claiming he had 10% work force only in his prior pro formas which you have and I will attempt to look at this weekend along with 3 other work assignments!

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012566

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, October 10, 2008 4:42 PM
To: eric.smart@bolansmart.com
Subject: Fwd: Florida Avenue: Draft of the JDA / Lease
Attachments: Shaw-Howard Joint Development Agreement - Draft 100708.doc; Shaw-Howard Lease - Draft 100708.DOC

for reference if needed, hopefully not

>>> Joshua W. Montague 10/7/2008 10:49 AM >>>
Hi Omar,

Here is the draft of the Joint Development Agreement and Lease for the development of the Florida Avenue properties.

Please do not hesitate to contact me with any questions or comments.

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority 600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012567

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, October 10, 2008 4:40 PM
To: eric.smart@bolansmart.com
Subject: Fwd: FW: Follow-up re: LEED Certification and Affordability Impact on Florida Avenue Project
Attachments: Jazz - Analysis (6.0FAR w LEED certification and 20% affordable units).pdf; Jazz - Analysis (4.5FAR w no LEED certification and all market-rate units).pdf

>>> "Omar A. Karim" <okarim@bannekerventures.com> 10/6/2008 1:47 PM >>>
Ms. Doggett,

Any word on when we might receive the draft JDA and Lease? One of our counsel will be out of town all next week and we would love to get the negotiations going as soon as possible.

Thanks.

Omar

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, October 02, 2008 7:09 PM
To: 'Rosalyn Doggett'
Cc: 'Joel R. Washington'
Subject: Follow-up re: LEED Certification and Affordability Impact on Florida Avenue Project
Importance: High

Ms. Doggett,

As a follow-up to our meeting last Friday, attached please find an updated analysis of the impact of the LEED certification and affordable unit inclusion on the Jazz @ Florida Avenue project. In sum, based on the LEED and affordable requirements imposed on the project, to keep us in the same financial situation that we were in prior to these impositions, the following changes would have to be made:

- Project would increase from 4.5 FAR to 6.0 FAR w/ no impact to any payments to WMATA
- Affordable Units: Increase from 0% affordable units to 20% affordable at 50% AMI
- Rents: Decrease from $3/SF to $2.70/SF (market rate) and $1.20/SF (affordable units)
- LEED Certification: 2.5% of hard costs which is $959k reduction in available proceeds
- WMATA Share of Profit upon sale of Project: Decrease from 10% to 0% of potential profit
- Annual Lease Payment: Decrease from $597k/year to $205k/year
- Security Deposit: Decrease from $250k to $50k

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012568

- Pre-Lease Payment: Decrease from $345k to $100k

We would like to schedule a follow-up meeting next week to discuss these impacts. Also, when should we expect to receive drafts of the JDA and lease?

Looking forward to speaking with you soon.

Omar

Omar A. Karim

Banneker Ventures, LLC

700 12th Street, NW, Suite 700

Washington, DC 20005

(202) 667-4110 office

(301) 523-1810 cell

okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012569

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, October 10, 2008 4:39 PM
To: eric.smart@bolansmart.com
Subject: Fwd: Follow-up re: LEED Certification and Affordability Impact on Florida Avenue Project
Attachments: Jazz - Analysis (6.0FAR w LEED certification and 20% affordable units).pdf; Jazz - Analysis (4.5FAR w no LEED certification and all market-rate units).pdf

Congrats on the add-on contract. I believe that I just forwarded the documents showing approval per Joel's e-mail to me.

Don't bother with the attachment. Just read the letter. Next e-mail is the updated financial info.

>>> "Omar A. Karim" <okarim@bannekerventures.com> 10/2/2008 7:08 PM >>>
Ms. Doggett,

As a follow-up to our meeting last Friday, attached please find an updated analysis of the impact of the LEED certification and affordable unit inclusion on the Jazz @ Florida Avenue project. In sum, based on the LEED and affordable requirements imposed on the project, to keep us in the same financial situation that we were in prior to these impositions, the following changes would have to be made:

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- LEED Certification: 2.5% of hard costs which is $959k reduction in available proceeds

- WMATA Share of Profit upon sale of Project: Decrease from 10% to 0% of potential profit

- Annual Lease Payment: Decrease from $597k/year to $205k/year

- Security Deposit: Decrease from $250k to $50k

- Pre-Lease Payment: Decrease from $345k to $100k

We would like to schedule a follow-up meeting next week to discuss these impacts. Also, when should we expect to receive drafts of the JDA and lease?

Looking forward to speaking with you soon.

Omar

Omar A. Karim

Banneker Ventures, LLC

700 12th Street, NW, Suite 700

Washington, DC 20005

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012570

(202) 667-4110 office

(301) 523-1810 cell

okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012571

Doggett, Rosalyn

From: Montague, Joshua W.
Sent: Friday, October 10, 2008 4:24 PM
To: okarim@bannekerventures.com
Cc: Devorah.Lewin@dlapiper.com; Bryant, Seth; Doggett, Rosalyn
Subject: Re: Florida Avenue: Draft of the JDA / Lease

Hi Omar,

This email is being sent to confirm that the Term Sheet's provisions relating to exclusive negotiation time period is being extended for one month, as discussed with Devorah Lewin this morning.

Hopefully everything will go so smoothly that we won't need it.

Hope you have a good weekend.

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority 600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

The information contained in this email may be confidential and/or legally privileged. It has been sent for the sole use of the intended recipient(s). If the reader of this message is not an intended recipient, you are hereby notified that any unauthorized review, use, disclosure, dissemination, distribution, or copying of this communication, or any of its contents, is strictly prohibited. If you have received this communication in error, please contact the sender by reply email and destroy all copies of the original message.

>>> "Omar A. Karim" <okarim@bannekerventures.com> 10/7/2008 5:50 PM >>>
Josh,

Please confirm that since there was a delay in getting the docs to us that the time period for getting this done (as per the Term Sheet) is extended.

Thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell

-----Original Message-----
From: "Joshua W. Montague" <jwmontague@wmata.com>

Date: Tue, 07 Oct 2008 10:49:26
To: <okarim@bannekerventures.com>
Cc: <Devorah.Lewin@dlapiper.com>; Rosalyn Doggett<rdoggett@wmata.com>
Subject: Florida Avenue: Draft of the JDA / Lease

Hi Omar,

Here is the draft of the Joint Development Agreement and Lease for the development of the Florida Avenue properties.

Please do not hesitate to contact me with any questions or comments.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012572

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority 600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012573

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Friday, October 10, 2008 1:09 PM
To: okarim@bannekerventures.com; Doggett, Rosalyn
Subject: Accepted: Shaw Howard Florida Avenue JDA and Lease Form
Attachments: meeting.ics

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012574

Doggett, Rosalyn

From: 5B Land Conference Room [Room JGB 5B Land Conference Room@wmata.com]
Sent: Friday, October 10, 2008 12:43 PM
To: Doggett, Rosalyn
Subject: Re: Shaw Howard Florida Avenue JDA and Lease Form

***
Please be advised that this space is designated for Planning and Joint Development.

***
Please contact Shariyka Johnson (Ext. 1273), Maria Wallace (Ext. 2330), or Sid Mohsberg (Ext. 1755) for availability.

>>> rdoggett 10/10/08 12:42 >>>

Omar, if you can have your attorneys provide a red line of the documents, it would be helpful. Please let me know.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012575

Doggett, Rosalyn

Subject:	Shaw Howard Florida Avenue JDA and Lease Form
Location:	5B Land Conference Room
Start:	Thu 10/16/2008 12:33 PM
End:	Thu 10/16/2008 2:33 PM
Show Time As:	Tentative
Recurrence:	(none)
Meeting Status:	Not yet responded
Organizer:	Doggett, Rosalyn

Omar, if you can have your attorneys provide a red line of the documents, it would be helpful. Please let me know.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012576

Doggett, Rosalyn

Subject: Shaw Howard Florida Avenue JDA and Lease Form
Location: 5B Land Conference Room

Start: Thu 10/16/2008 12:33 PM
End: Thu 10/16/2008 2:33 PM
Show Time As: Tentative

Recurrence: (none)

Meeting Status: Not yet responded

Organizer: Doggett, Rosalyn

Omar, if you can have your attorneys provide a red line of the documents, it would be helpful. Please let me know.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012577

Doggett, Rosalyn

From: Montague, Joshua W.
Sent: Friday, October 10, 2008 12:26 PM
To: Doggett, Rosalyn
Subject: Re: Florida Avenue

Hi Rosalyn,

The developer's attorney, Devorah Lewin, called me about extending the Term Sheet.

She asked for a one month extension. She also asked to get something in writing, though she said she would take an email confirmation.

How do we normally handle this?

Would it make sense to give them more than a one month extension in light of today's credit crisis?

Please let me know.

Thanks!

Josh

>>> Rosalyn Doggett 10/10/2008 10:20 AM >>>
I have made a tentative appointment with Omar Karim to go over the pro forma material he sent us and, I am assuming but will confirm, initial comments on jda. It is contingent on your availability.

1 p.m. Oct 16. Omar is out all the following week. And I am at a conference Oct 27-30. Tentatively we would meet again on the 31st. PLEASE LET ME KNOW.

I told him by phone that he was on his own on green building issues that he should have researched and that we would "consider" a rent reduction for affordable housing only but not all the other reductions he threw in. He was not happy, of course, and said that his previous rent proposal was for 10% work force housing which would be at a higher level than the affordable housing now being contemplated by his team. I still need to check that.

I further said that "I" would recommend a month's delay-- i.e. going to the Board in January instead of December-- owing to the time it took us to get a jda out.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012578

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, October 10, 2008 10:26 AM
To: Montague, Joshua W.
Subject: Fwd: Follow-up re: LEED Certification and Affordability Impact on Florida Avenue Project
Attachments: Jazz - Analysis (6.0FAR w LEED certification and 20% affordable units).pdf; Jazz - Analysis (4.5FAR w no LEED certification and all market-rate units).pdf

>>> "Omar A. Karim" <okarim@bannekerventures.com> 10/2/2008 7:08 PM >>>
Ms. Doggett,

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- Annual Lease Payment: Decrease from $597k/year to $205k/year

- Security Deposit: Decrease from $250k to $50k

- Pre-Lease Payment: Decrease from $345k to $100k

We would like to schedule a follow-up meeting next week to discuss these impacts. Also, when should we expect to receive drafts of the JDA and lease?

Looking forward to speaking with you soon.

Omar

Omar A. Karim

Banneker Ventures, LLC

700 12th Street, NW, Suite 700

Washington, DC 20005

(202) 667-4110 office

(301) 523-1810 cell

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012579

okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Montague, Joshua W.
Sent: Friday, October 10, 2008 10:25 AM
To: Doggett, Rosalyn
Cc: Washington, Joel R.
Subject: Re: Florida Avenue

I am free the 16th and the 31st.

I would like to do a little research on the Affordable Housing issues prior to the meeting. Can you send me a copy of his latest pro forma material so that I can see where he is going with this?

Thanks!

Josh

>>> Rosalyn Doggett 10/10/2008 10:20 AM >>>
I have made a tentative appointment with Omar Karim to go over the pro forma material he sent us and, I am assuming but will confirm, initial comments on jda. It is contingent on your availability.

1 p.m. Oct 16. Omar is out all the following week. And I am at a conference Oct 27-30. Tentatively we would meet again on the 31st. PLEASE LET ME KNOW.

I told him by phone that he was on his own on green building issues that he should have researched and that we would "consider" a rent reduction for affordable housing only but not all the other reductions he threw in. He was not happy, of course, and said that his previous rent proposal was for 10% work force housing which would be at a higher level than the affordable housing now being contemplated by his team. I still need to check that.

I further said that "I" would recommend a month's delay-- i.e. going to the Board in January instead of December-- owing to the time it took us to get a jda out.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012581

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, October 10, 2008 10:20 AM
To: Montague, Joshua W.
Cc: Washington, Joel R.
Subject: Florida Avenue

I have made a tentative appointment with Omar Karim to go over the pro forma material he sent us and, I am assuming but will confirm, initial comments on jda. It is contingent on your availability.

1 p.m. Oct 16. Omar is out all the following week. And I am at a conference Oct 27-30. Tentatively we would meet again on the 31st. PLEASE LET ME KNOW.

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I further said that "I" would recommend a month's delay-- i.e. going to the Board in January instead of December-- owing to the time it took us to get a jda out.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012582

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, October 08, 2008 2:37 PM
To: Coram, Deborah; McElhenny-Smith, Robin
Subject: Fwd: RE: RFP CQ8132/CPR Real Estate Consultant Svc.
Attachments: ERA_WMATA_Proposal_Supplement_2008_10_08.pdf

>>> Cathy Rooths 10/8/2008 1:32 PM >>>
Attached is the additional information requested of ERA

Cathy Rooths
Contract Administrator
WMATA
600 Fifth Street, NW Room 3B-01
Washington, DC 20001
Telephone 202-962-2469
Fax 202-962-2038
Email crooths@wmata.com

>>> "Sands, Brian" <brian.sands@econres.com> 10/8/2008 12:36 PM >>>

Dear Ms. Rooths,Please find attached our proposal supplement which includes the information you requested. Please contact me or W. Thomas Lavash at your convenience if you would like any additional information or clarification: Thank you for considering our proposal and we hope to be working with WMATA soon.Kind regards,Brian Sands ----------
----------Brian D. Sands, AICPEconomics Research Associates1101 Connecticut Ave. NW, Suite 750Washington, DC 20036Tel: 202.496.9870Fax: 202.496.9877Email: brian.sands@econres.comwww.econres.com
From: Cathy Rooths [mailto:crooths@wmata.com]
Sent: Monday, October 06, 2008 7:24 AM
To: Sands, Brian
Subject: RE: RFP CQ8132/CPR Real Estate Consultant Svc.
Requested information is required by 2 PM, October 8, 2008.

Thank You

Cathy Rooths
Contract Administrator
WMATA
600 Fifth Street, NW Room 3B-01
Washington, DC 20001
Telephone 202-962-2469
Fax 202-962-2038
Email crooths@wmata.com

>>> "Sands, Brian" <brian.sands@econres.com> 10/3/2008 5:00 PM >>>
Ms. Rooths,Thank you for your email. I have been out of the office this afternoon, but will respond to your request on Monday. Thanks for your patience and have a good weekend.Brian---
----------Brian D. Sands, AICPEconomics Research Associates1101 Connecticut Ave. NW, Suite 750Washington, DC 20036Tel: 202.496.9870Fax: 202.496.9877Email: brian.sands@econres.comwww.econres.com
From: Cathy Rooths [mailto:crooths@wmata.com]
Sent: Friday, October 03, 2008 1:12 PM
To: Sands, Brian
Subject: RFP CQ8132/CPR Real Estate Consultant Svc.
The following information is hereby requested:

Please provide indicate, preferable through an organization chart, personnel assigned to each task (lead and backup) and, also the % of time of personnel devoted to each task. Provide additional information on backup personnel capability.

Please email information to crooths@wmata.com

Thank You

Cathy Rooths

FOIA CONFIDENTIAL TREATMENT REQUESTED

Contract Administrator
WMATA
600 Fifth Street, NW Room 3B-01
Washington, DC 20001
Telephone 202-962-2469
Fax 202-962-2038
Email crooths@wmata.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012584

Doggett, Rosalyn

From: Rooths, Cathy
Sent: Wednesday, October 08, 2008 1:33 PM
To: Doggett, Rosalyn
Subject: Fwd: RE: RFP CQ8132/CPR Real Estate Consultant Svc.
Attachments: ERA_WMATA_Proposal_Supplement_2008_10_08.pdf

Attached is the additional information requested of ERA

Cathy Rooths
Contract Administrator
WMATA
600 Fifth Street, NW Room 3B-01
Washington, DC 20001
Telephone 202-962-2469
Fax 202-962-2038
Email crooths@wmata.com

>>> "Sands, Brian" <brian.sands@econres.com> 10/8/2008 12:36 PM >>>

Dear Ms. Rooths,

Please find attached our proposal supplement which includes the information you requested. Please contact me or W. Thomas Lavash at your convenience if you would like any additional information or clarification. Thank you for considering our proposal and we hope to be working with WMATA soon.

Kind regards,

Brian Sands

Brian D. Sands, AICP

Economics Research Associates

1101 Connecticut Ave. NW, Suite 750

Washington, DC 20036

Tel: 202.496.9870

Fax: 202.496.9877

Email: brian.sands@econres.com

www.econres.com

From: Cathy Rooths [mailto:crooths@wmata.com]
Sent: Monday, October 06, 2008 7:24 AM
To: Sands, Brian
Subject: RE: RFP CQ8132/CPR Real Estate Consultant Svc.

Requested information is required by 2 PM, October 8, 2008.

Thank You

Cathy Rooths
Contract Administrator
WMATA
600 F fth Street, NW Room 3B-01
Washington, DC 20001

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012585

Telephone 202-962-2469
Fax 202-962-2038
Email crooths@wmata.com

>>> "Sands, Brian" <brian.sands@econres.com> 10/3/2008 5:00 PM >>>

Ms. Rooths,

Thank you for your email. I have been out of the office this afternoon, but will respond to your request on Monday. Thanks for your patience and have a good weekend.

Brian

Brian D. Sands, AICP

Economics Research Associates

1101 Connecticut Ave. NW, Suite 750

Washington, DC 20036

Tel: 202.496.9870

Fax: 202.496.9877

Email: brian.sands@econres.com

www.econres.com

From: Cathy Rooths [mailto:crooths@wmata.com]
Sent: Friday, October 03, 2008 1:12 PM
To: Sands, Brian
Subject: RFP CQ8132/CPR Real Estate Consultant Svc.

The following information is hereby requested:

Please provide indicate, preferable through an organization chart, personnel assigned to each task (lead and backup) and, also the % of time of personnel devoted to each task. Provide additional information on backup personnel capability.

Please email information to crooths@wmata.com

Thank You

Cathy Rooths
Contract Administrator
WMATA
600 Fifth Street, NW Room 3B-01
Washington, DC 20001
Telephone 202-962-2469
Fax 202-962-2038
Email crooths@wmata.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012586

Doggett, Rosalyn

From: Montague, Joshua W.
Sent: Wednesday, October 08, 2008 12:02 PM
To: Doggett, Rosalyn
Subject: Fwd: Re: Florida Avenue: Draft of the JDA / Lease

Is this something we normally make official by putting in writing? We might want to take this opportunity to extend the return of the Proposal Security also.

>>> Rosalyn Doggett 10/8/2008 12:00:37 PM >>>
The JDS (solicitation) asks developers to allow 5 months for negotiation and approval of a contract. This has been informal board policy in the past (which we have used to prevent developers from extending negotiations forever). We need to talk to Omar anyway about his extensive rent reduction requests. So, I would be willing to grant an extension of a month so that we would finish negotiations by the end of November to take to the Board in January instead of December.

>>> Joshua W. Montague 10/8/2008 11:30 AM >>>
Hi Rosalyn,

I went through the Term Sheet and looked at the provisions for delay. Here is what I found:

1. Though Section 2 states that WMATA will prepare the JDA, no mention is made as to the timing.

2. The parties have 5 months after the execution of the Term Sheet to present the JDA to the BOD. No mention is made of extending this period. The only references to this time period concern 1) the Developer has the exclusive right to negotiate the JDA for these 5 months; and 2) if the JDA is not executed within said 5 months, WMATA must return the Proposal Security to the Developer (it appears that the Proposal Security must be returned whether the Term Sheet is terminated or not).

3. Section 7.8 of the Term Sheet addresses extensions due to "WMATA Delays". But, this section only allows for extending the maximum length of the Pre-stabilization period.

So, the Term Sheet does not effectively address a delay due to WMATA's tardiness in providing a draft of the JDA.

How have you handled this in the past?

Josh

>>> "Omar A. Karim" <okarim@bannekerventures.com> 10/7/2008 5:50:52 PM
>>> >>>
Josh,

Please confirm that since there was a delay in getting the docs to us that the time period for getting this done (as per the Term Sheet) is extended.

Thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell

-----Original Message-----
From: "Joshua W. Montague" <jwmontague@wmata.com>

Date: Tue, 07 Oct 2008 10:49:26
To: <okarim@bannekerventures.com>
Cc: <Devorah.Lewin@dlapiper.com>; Rosalyn Doggett<rdoggett@wmata.com>
Subject: Florida Avenue: Draft of the JDA / Lease

FOIA CONFIDENTIAL TREATMENT REQUESTED

Hi Omar,

Here is the draft of the Joint Development Agreement and Lease for the development of the Florida Avenue properties.

Please do not hesitate to contact me with any questions or comments.

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority 600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012588

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, October 08, 2008 12:01 PM
To: Montague, Joshua W.
Cc: Washington, Joel R.
Subject: Fwd: Re: Florida Avenue: Draft of the JDA / Lease

The JDS (solicitation) asks developers to allow 5 months for negotiation and approval of a contract. This has been informal board policy in the past (which we have used to prevent developers from extending negotiations forever). We need to talk to Omar anyway about his extensive rent reduction requests. So, I would be willing to grant an extension of a month so that we would finish negotiations by the end of November to take to the Board in January instead of December.

>>> Joshua W. Montague 10/8/2008 11:30 AM >>>
Hi Rosalyn,

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1. Though Section 2 states that WMATA will prepare the JDA, no mention is made as to the timing.

2. The parties have 5 months after the execution of the Term Sheet to present the JDA to the BOD. No mention is made of extending this period. The only references to this time period concern 1) the Developer has the exclusive right to negotiate the JDA for these 5 months; and 2) if the JDA is not executed within said 5 months, WMATA must return the Proposal Security to the Developer (it appears that the Proposal Security must be returned whether the Term Sheet is terminated or not).

3. Section 7.8 of the Term Sheet addresses extensions due to "WMATA Delays". But, this section only allows for extending the maximum length of the Pre-stabilization period.

So, the Term Sheet does not effectively address a delay due to WMATA's tardiness in providing a draft of the JDA.

How have you handled this in the past?

Josh

>>> "Omar A. Karim" <okarim@bannekerventures.com> 10/7/2008 5:50:52 PM
>>> >>>
Josh,

Please confirm that since there was a delay in getting the docs to us that the time period for getting this done (as per the Term Sheet) is extended.

Thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell

-----Original Message-----
From: "Joshua W. Montague" <jwmontague@wmata.com>

Date: Tue, 07 Oct 2008 10:49:26
To: <okarim@bannekerventures.com>
Cc: <Devorah.Lewin@dlapiper.com>; Rosalyn Doggett<rdoggett@wmata.com>
Subject: Florida Avenue: Draft of the JDA / Lease

Hi Omar,

Here is the draft of the Joint Development Agreement and Lease for the development of the Florida Avenue properties.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Please do not hesitate to contact me with any questions or comments.

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority 600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012590

Doggett, Rosalyn

From: Montague, Joshua W.
Sent: Wednesday, October 08, 2008 11:31 AM
To: Doggett, Rosalyn
Subject: Fwd: Re: Florida Avenue: Draft of the JDA / Lease

Hi Rosalyn,

I went through the Term Sheet and looked at the provisions for delay. Here is what I found:

1. Though Section 2 states that WMATA will prepare the JDA, no mention is made as to the timing.

2. The parties have 5 months after the execution of the Term Sheet to present the JDA to the BOD. No mention is made of extending this period. The only references to this time period concern 1) the Developer has the exclusive right to negotiate the JDA for these 5 months; and 2) if the JDA is not executed within said 5 months, WMATA must return the Proposal Security to the Developer (it appears that the Proposal Security must be returned whether the Term Sheet is terminated or not).

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So, the Term Sheet does not effectively address a delay due to WMATA's tardiness in providing a draft of the JDA.

How have you handled this in the past?

Josh

>>> "Omar A. Karim" <okarim@bannekerventures.com> 10/7/2008 5:50:52 PM
>>> >>>
Josh,

Please confirm that since there was a delay in getting the docs to us that the time period for getting this done (as per the Term Sheet) is extended.

Thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell

-----Original Message-----
From: "Joshua W. Montague" <jwmontague@wmata.com>

Date: Tue, 07 Oct 2008 10:49:26
To: <okarim@bannekerventures.com>
Cc: <Devorah.Lewin@dlapiper.com>; Rosalyn Doggett<rdoggett@wmata.com>
Subject: Florida Avenue: Draft of the JDA / Lease

Hi Omar,

Here is the draft of the Joint Development Agreement and Lease for the development of the Florida Avenue properties.

Please do not hesitate to contact me with any questions or comments.

Sincerely,

Josh Montague

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012591

Assistant General Counsel
Washington Metropolitan Area Transit Authority 600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012592

Doggett, Rosalyn

From: Mohsberg, Sid
Sent: Tuesday, October 07, 2008 6:11 PM
Subject: PLJD Board Preparation Calendar - Updated 10/7/08
Attachments: Board Items Preparation Milestones - 2008.xls

Attached.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012593

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Tuesday, October 07, 2008 5:51 PM
To: okarim@bannekerventures.com; Montague, Joshua W.
Cc: Devorah.Lewin@dlapiper.com; Bryant, Seth; Doggett, Rosalyn
Subject: Re: Florida Avenue: Draft of the JDA / Lease

Josh,

Please confirm that since there was a delay in getting the docs to us that the time period for getting this done (as per the Term Sheet) is extended.

Thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell

-----Original Message-----
From: "Joshua W. Montague" <jwmontague@wmata.com>

Date: Tue, 07 Oct 2008 10:49:26
To: <okarim@bannekerventures.com>
Cc: <Devorah.Lewin@dlapiper.com>; Rosalyn Doggett<rdoggett@wmata.com>
Subject: Florida Avenue: Draft of the JDA / Lease

Hi Omar,

Here is the draft of the Joint Development Agreement and Lease for the development of the Florida Avenue properties.

Please do not hesitate to contact me with any questions or comments.

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority 600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012594

Doggett, Rosalyn

From: Washington, Joel R.
Sent: Tuesday, October 07, 2008 1:15 PM
To: Malasky, Gary; Burns, Bob; McElhenny-Smith, Robin; Meister, Mark K.; Doggett, Rosalyn
Subject: Fwd: FTA Quarterly Review Meeting
Attachments: Draft Agenda.doc; 9A Status of Current Projects.doc; WMATA Quarterly Report Format.doc

FYI-- I believe I sent this email last week. I have Gary's edits, the file is on the shared drive under the JOINT DEVELOPMENT FILE folder.

>>> Janice A. McLaughlin 10/1/2008 4:55:16 PM >>>
Joel,

I have attached a form from Brian Glenn, but I am not sure that pertains to you.

The next FTA Quarterly Review Meeting is scheduled for **Wednesday, November 12, 2008**, at 1:30 p.m. in the lobby level Training Room. Pre-brief for this meeting will be **Tuesday, November 4, 2008 at 2:00 p.m.** in the General Manager's Conference Room.

Attached is a copy of the draft agenda and the response(s) submitted for the August 2008 FTA meeting. Please update this information using the attached form(s) and forward your response(s) to me no later than Noon on **Friday, October 24, 2008,** to allow time for coordination and review prior to pre-brief and advance mail out to Brian Glenn.

Should you have any questions, please feel free to contact me on extension 2470.

Thanks,
Janice

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012595

Doggett, Rosalyn

From: Washington, Joel R.
Sent: Tuesday, October 07, 2008 11:56 AM
To: Malasky, Gary; Burns, Bob; McElhenny-Smith, Robin; Doggett, Rosalyn
Subject: Status of Current Projects 8A revised 7_22_08.doc
Attachments: Status of Current Projects 8A revised 7_22_08.doc

We need to update this report for the upcoming FTA Quartely meeting. The file is on the shared drive at JOINT DEVELOPMENT FILE/Status of Current Projects 8A revised 7_22_08.doc.

Thanks,

joel

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012596

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Tuesday, October 07, 2008 10:54 AM
To: Montague, Joshua W.
Cc: Devorah.Lewin@dlapiper.com; Doggett, Rosalyn
Subject: RE: Florida Avenue: Draft of the JDA / Lease

Thank you. We will review and get back with you in the coming days/week.

Omar

-----Original Message-----
From: Joshua W. Montague [mailto:jwmontague@wmata.com]
Sent: Tuesday, October 07, 2008 10:49 AM
To: okarim@bannekerventures.com
Cc: Devorah.Lewin@dlapiper.com; Rosalyn Doggett
Subject: Florida Avenue: Draft of the JDA / Lease

Hi Omar,

Here is the draft of the Joint Development Agreement and Lease for the development of the Florida Avenue properties.

Please do not hesitate to contact me with any questions or comments.

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority 600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012597

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, October 07, 2008 10:51 AM
To: Washington, Joel R.
Subject: Fwd: Florida Avenue: Draft of the JDA / Lease
Attachments: Shaw-Howard Joint Development Agreement - Draft 100708.doc; Shaw-Howard Lease - Draft 100708.DOC

Joel, note that we have sent the agreements to Mr. Karim

>>> Joshua W. Montague 10/7/2008 10:49 AM >>>
Hi Omar,

Here is the draft of the Joint Development Agreement and Lease for the development of the Florida Avenue properties.

Please do not hesitate to contact me with any questions or comments.

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority 600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012598

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, October 07, 2008 10:50 AM
To: Coram, Deborah; McElhenny-Smith, Robin
Subject: Fwd: RE: RFP CQ8132/CPR Real Estate Consultant Svc.
Attachments: WMATA_Proposal_081002_Experience.pdf

note the two schedules at the very end which should have the information we requested

>>> Cathy Rooths 10/6/2008 7:21 AM >>>
According to Cushman and Wakefield, the information that you requested is included in their technical proposal. They have attached below.

Cathy Rooths
Contract Administrator
WMATA
600 Fifth Street, NW Room 3B-01
Washington, DC 20001
Telephone 202-962-2469
Fax 202-962-2038
Email crooths@wmata.com

>>> "Lisa Olson" <Lisa.Olson@cushwake.com> 10/3/2008 4:22 PM >>>

Ms. Rooths,
The team is unclear about what information you are seeking. In an attempt to answer your question, I have attached a PDF with the relevant pages from Cushman & Wakefield's proposal. These pages describe C&W's actual involvement in projects cited in the Experience section as well as outlining the specific roles that each team member will play for WMATA. I have also included the team's resumes.
Please contact Brian McVay if you have further questions.
Thank you,
Lisa Olson

Lisa A. Olson
Marketing Associate, U.S. Marketing
Cushman & Wakefield, Inc.
1717 Pennsylvania Ave, NW
Fifth Floor
Washington, DC 20006

Tel: (202) 739-0874
Fax: (202) 857-0255
Email: lisa.olson@cushwake.com
www.cushmanandwakefield.com

Please consider your environmental responsibility before printing this email

----- Original Message -----
From: Cathy Rooths <crooths@wmata.com>
To: Brian McVay
Sent: Fri Oct 03 13:07:00 2008
Subject: RFP CQ8132/CPR Real Estate Consultant Svc.

The following information is hereby requested:

Please provide resumes for personnel who will be involved in this assignment, highlighting actual involvement in projects cited in the Experience section of technical proposal.

Please email information to crooths@wmata.com

Thank You

Cathy Rooths

FOIA CONFIDENTIAL TREATMENT REQUESTED

Contract Administrator
WMATA
600 Fifth Street, NW Room 3B-01
Washington, DC 20001
Telephone 202-962-2469
Fax 202-962-2038
Email crooths@wmata.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Montague, Joshua W.
Sent: Tuesday, October 07, 2008 10:49 AM
To: okarim@bannekerventures.com
Cc: Devorah.Lewin@dlapiper.com; Doggett, Rosalyn
Subject: Florida Avenue: Draft of the JDA / Lease
Attachments: Shaw-Howard Joint Development Agreement - Draft 100708.doc; Shaw-Howard Lease - Draft 100708.DOC

Hi Omar,

Here is the draft of the Joint Development Agreement and Lease for the development of the Florida Avenue properties.

Please do not hesitate to contact me with any questions or comments.

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority 600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012601

Doggett, Rosalyn

From: Montague, Joshua W.
Sent: Monday, October 06, 2008 5:07 PM
To: Doggett, Rosalyn
Subject: Re: Updated docs for Florida Avenue
Attachments: Shaw-Howard Lease - Draft 100608.DOC; Shaw-Howard Joint Development Agreement - Draft 100608.doc

It should be highlighted. I have re-attached.

The changes in the documents encompass your comments. I will bring your tabbed documents back up so that you can find easily.

Let me know if you still can't see the highlights.

>>> Rosalyn Doggett 10/6/2008 5:00:58 PM >>>
Josh, where did you make changes, i.e., where should I look?

>>> Joshua W. Montague 10/6/2008 4:52 PM >>>
Hi Rosalyn,

Here are blackline versions of the JDA/Lease. Please take a look and let me know what you think.

Josh

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012602

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, October 06, 2008 5:01 PM
To: Montague, Joshua W.
Subject: Re: Updated docs for Florida Avenue

Josh, where did you make changes, i.e., where should I look?

>>> Joshua W. Montague 10/6/2008 4:52 PM >>>
Hi Rosalyn,

Here are blackline versions of the JDA/Lease. Please take a look and let me know what you think.

Josh

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012603

Doggett, Rosalyn

From: Montague, Joshua W.
Sent: Monday, October 06, 2008 4:52 PM
To: Doggett, Rosalyn
Subject: Updated docs for Florida Avenue
Attachments: Shaw-Howard Joint Development Agreement - Draft 100608.doc; Shaw-Howard Lease - Draft 100608.DOC

Hi Rosalyn,

Here are blackline versions of the JDA/Lease. Please take a look and let me know what you think.

Josh

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012604

Doggett, Rosalyn

From: Mohsberg, Sid
Sent: Monday, March 14, 2011 4:22 PM
To: Abass, Niyi; Ackerman, Heidi; Allen, Vernetta L.; Antos Justin; Bellamy, Michelle A.; Benson, Sara E.; Bottigheimer, Nat; Burns, Bob; Burns, Ramona M.; Bushnaq, Tariq; Carthorn, Debbie D.; Clark, Janice D.; Cox-Lassiter, Daphne D.; Dahlberg, Erik; Dittmeier, John; Doggett, Rosalyn; Eichler, Michael; Goldin, Steven; Haldeman, Kristin M.; Harrington, Thomas; Hicks, Ima; Hughey, Tomika; Jachles, Cynthia; Jia, Wendy; Jideani, Onyinye; Johnson, Shariyka; Johnston, Kasondra; Jones, Catherine; Kellogg, Mark; Kennedy, Sean; Magarelli, John A.; Malasky, Gary; Marshall, Malcolm; McElhenny-Smith, Robin; Meister, Mark K.; Mohsberg, Sid; Price-Richardson, Rhonda; Schmitt, Patrick; Talaia, Anabela; Wallace, Maria A; Wesolek, Danielle; Zych, Matthew
Subject: AGM PLJD 1-on-1 with DGMA on 3/15/11
Attachments: PLJD 1-on-1 with DGMA on 3-15-11 Master as of 3-14-11.pptx

All,

Nat's next periodic 1-on-1 with DGMA is scheduled for tomorrow, 3/15/11. The attached presentation is due to the DGMA staff by 5:00 PM today.

The attached presentation was built using input from several of you. Please give it a final reality check.

In some cases, the wording you submitted has been adjusted to achieve consistency of format, minimize acronyms, avoid techie-talk, and enhance understanding by non-PLJD people.

In the process, some factual errors may have been inadvertently introduced. If you spot any, please let me know and provide the correct wording.

Again, the deadline for our deliverable to DGMA is 5:00 PM today.

Thanks.

Sid

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012605

All Mail
Omar Karim

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, February 25, 2010 11:49 AM
To: Goldin, Steven; 'eric.smart@bolansmart.com'; Montague, Joshua W.; Bushnaq, Tariq
Subject: email to O. Karim

Here is what I propose to send. Any comments/suggestions?

Good afternoon, Omar. Per our staff review this morning, we have the following comments/requests:

1. Parking feasibility- where will the 41 spaces go, precisely, and how will you be able to justify only 41 spaces for 153,000 gsf of residential and retail vis a vis zoning regulations and market?
2. What type of foundation system are you using to support the light gauge steel construction? The question, of course, relates to how you will span our tunnels.
3. We think that with a 20% IRR to the developer, the return on adjusted gross income from capital event refinancing proceeds should be 10% of adjusted gross proceeds. Also, exclusions from capital events should be limited to estate transfers and to inclusion of equity/debt partners where no profit to participants is involved. They should definitely not include transfers among partners.
4. From discussions with other developers and comments from time to time from our board members, we believe that a 70 year lease would be sufficient and are requesting a reduction from 99 years.
5. Please reaffirm that BACDC is still in the deal as a development/financial partner.
6. On the cost credit for your consideration of a sale vs. lease this past Sept/Oct, please provide certification that Mr. Catoe or Mr. Graham offered that adjustment. Secondly, please be aware that from what you sent us previously, we can validate at best $30,000 if you still want to include this item in a term sheet.
7. We still need a development guaranty from a third party rated at least AA.
8. Please attach an updated schedule. We will include language in our agreement, per Board request, that if a foundation to street level is not provided by a date x , the project will revert to WMATA.
9. I want to reiterate the need for the pro formas and elevations/plans and, also, itemized sources of funds for development which I did not ask for yesterday.

Items 8 and 9 are important to get ASAP because of the senior level review scheduled for Monday.

I look forward to your response.
Roz

Rosalyn P. Doggett

Rosalyn P. Doggett
Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

rdoggett@wmata.com
202-962-2208 phone
202-962-2396 fax

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Tuesday, October 06, 2009 6:13 PM
To: Yohance S. Fuller; Doggett, Rosalyn
Cc: 'Maurice Perry'; 'Anthony Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Marshall, Malcolm; Goldin, Steven
Subject: RE: Fla 9th

Ms. Doggett,

Thank you for the memo summarizing the updated appraisal. Based on the final value provided by the appraiser in the memo dated October 1, 2009, we are prepared to enter into the term sheet with you all based on this final value and other terms previously discussed with WMATA staff, and move forward to Committee and Board approval on the 22nd. We look forward to receiving the Term Sheet and final appraisal from you all on Friday.

My best,

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

-----Original Message-----
From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Tuesday, October 06, 2009 5:21 PM
To: Yohance S. Fuller; okarim@bannekerventures.com
Cc: Marshall, Malcolm; Goldin, Steven
Subject: FW: Fla 9th

Per your request

-----Original Message-----
From: richard harps [mailto:rharps@earthlink.net]
Sent: Thursday, October 01, 2009 1:57 PM
To: Doggett, Rosalyn; Marshall, Malcolm
Subject: Fla 9th

attached

Harps & Harps Inc
1111 14th Street, NW Suite 600
Washington, DC 20005
202-682-2194
202-682-1579 (fax)
rharps@earthlink.net

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Yohance (EOM) Fuller [yohance.fuller@dc.gov]
Sent: Friday, September 25, 2009 11:17 AM
To: Doggett, Rosalyn; Meister, Mark K.; Bottigheimer, Nat
Subject: RE: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW

Roz,

I just left you a message. Can you please give me a call, preferably before noon today. I can be reached at 202.538.1278.

Yohance

From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Friday, September 25, 2009 9:40 AM
To: okarim@bannekerventures.com; Fuller, Yohance (EOM); Marshall, Malcolm; Meister, Mark K.; Bottigheimer, Nat
Cc: Maurice Perry; Anthony James Ives; Tiwana Hicks; Albert, Neil (EOM)
Subject: RE: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW

Omar, this will confirm the message that I left with your office. Since alternative arrangements were made for appraisal review by an MAI appraiser selected by you, there does not appear to be a need for a meeting today in our opinion. I called to see if you agree that there is no need for a meeting and to follow up on the alternative arrangement. I look forward to hearing from you.
Rosalyn

From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, September 24, 2009 10:54 PM
To: Yohance S. Fuller; Doggett, Rosalyn; Marshall, Malcolm; Meister, Mark K.; Bottigheimer, Nat
Cc: Maurice Perry; Anthony James Ives; Tiwana Hicks; Neil.Albert@dc.gov
Subject: Re: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW
Importance: High

Nat and Roz,

Based on Mark's email below, please confirm that we are meeting tomorrow. Since we did not confirm a time, I assume the due to the lateness, the morning would be out and therefore, the afternoon would have to do. Can we meet @ 2:30 tomorrow?

Thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Omar Karim"
Date: Thu, 24 Sep 2009 15:57:56 +0000
To: Mark K. Meister<MMeister@wmata.com>; Yohance Fuller<yohance.fuller@dc.gov>; Marshall, Malcolm<MMarshall@wmata.com>; Bottigheimer, Nat<NBottigheimer@wmata.com>; Rosslyn Doggett<rdoggett@wmata.com>
Subject: Re: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW
Mark,

If we meet tomorrow, since you will not be at the meeting, would Nat be present? We can meet first thing (9-11) or 2:30-5. If your appraiser provides you with additional info today, can you forward this to us prior to tomorrow's meeting so that we can review.

Thank you in advance.

Omar

FOIA CONFIDENTIAL TREATMENT REQUESTED

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(301) 523-1810 cell
okarim@bannekerventures.com

From: "Meister, Mark K."
Date: Thu, 24 Sep 2009 10:56:41 -0400
To: okarim@bannekerventures.com<okarim@bannekerventures.com>; Yohance S. Fuller<Yohance.Fuller@dc.gov>; Marshall, Malcolm<MMarshall@wmata.com>; Bottigheimer, Nat<NBottigheimer@wmata.com>; Doggett, Rosalyn<RDoggett@wmata.com>
Subject: RE: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW
Omar,

We are working with our appraiser to formulate a counteroffer to your offer of 9/22/09. As we are awaiting additional data from the appraiser, we are not in a position to meet today but anticipate being able to meet tomorrow. As I will be out of the office, I have asked Roz Doggett to contact you tomorrow, or later today if possible, to schedule a meeting.

Mark

Mark K. Meister
Program Manager, Real Estate
Office of Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001
Tel: 202-962-1589
Fax: 202-962-2396
Email: mmeister@wmata.com

From: Omar Karim [mailto:okarim@bannekerventures.com]
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To: Yohance S. Fuller; Meister, Mark K.; Marshall, Malcolm; Bottigheimer, Nat; Doggett, Rosalyn
Cc: Maurice Perry; Anthony James Ives; Tiwana Hicks; Neil.Albert@dc.gov
Subject: Re: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW

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(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Fuller, Yohance (EOM)"
Date: Wed, 23 Sep 2009 17:05:49 -0400
To: Meister, Mark K.<MMeister@wmata.com>; Omar A. Karim<okarim@bannekerventures.com>; Marshall, Malcolm<MMarshall@wmata.com>; Bottigheimer, Nat<NBottigheimer@wmata.com>; Doggett, Rosalyn<RDoggett@wmata.com>
Subject: RE: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW
Mark,

FOIA CONFIDENTIAL TREATMENT REQUESTED

Has a time been confirmed to meet tomorrow? I will be at JBG for the Committee and Board meeting. Perhaps we can meet right after those meetings? Please advise.

Yohance

From: Meister, Mark K. [mailto:MMeister@wmata.com]
Sent: Wednesday, September 23, 2009 11:38 AM
To: Omar A. Karim; Marshall, Malcolm; Bottigheimer, Nat; Doggett, Rosalyn
Cc: 'Maurice Perry'; 'Anthony Ives'; 'Tiwana Hicks'; Albert, Neil (EOM); Fuller, Yohance (EOM)
Subject: RE: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW

Omar,

We will make every effort to get this done tomorrow.

Mark

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, September 23, 2009 11:25 AM
To: Meister, Mark K.; Marshall, Malcolm; Bottigheimer, Nat; Doggett, Rosalyn
Cc: 'Maurice Perry'; 'Anthony Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller
Subject: RE: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW

Mark,

Thanks for the update. Since we are working to get on the agenda for the Oct 8th committee meeting, could we push for meeting tomorrow? I think our analysis of and comments to the appraisal are pretty limited to two issues (comparable sales FAR and IZ deduction) and therefore, I'm hopeful that Malcolm will be able to review these with the backdrop that he's been working with the appraiser for sometime to get it to where it is today, and allow us to get this thing done tomorrow. Can we push for this?

Should Malcolm have any questions, I will be available all day to speak with him.

Thanks for the tremendous effort you and your team is putting toward getting this thing done.

Omar

From: Meister, Mark K. [mailto:MMeister@wmata.com]
Sent: Wednesday, September 23, 2009 11:17 AM
To: Omar A. Karim; Marshall, Malcolm; Bottigheimer, Nat; Doggett, Rosalyn
Cc: 'Maurice Perry'; 'Anthony Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller
Subject: RE: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW

Omar,

Thanks for your analysis. I've asked our appraiser, Malcolm Marshall, and Rosalyn Doggett to review your analysis in light of WMATA's appraisal and formulate a response. I received a voicemail from Yohance Fuller this morning requesting a meeting this afternoon to, hopefully, finalize Term Sheet negotiations. Unfortunately, Roz is out of the office today and Malcolm will need some time to complete his review having received your information at 6:25 p.m. yesterday. Consequently, a meeting today will not work. Upon Roz's return to the office, I will be in further touch with you to schedule the meeting.

Mark

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600 Fifth Street, NW
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Tel: 202-962-1589
Fax: 202-962-2396
Email: mmeister@wmata.com

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, September 22, 2009 6:25 PM
To: Meister, Mark K.; Marshall, Malcolm; Bottigheimer, Nat; Doggett, Rosalyn

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012610

Cc: 'Maurice Perry'; 'Anthony Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller
Subject: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW
Importance: High

Nat, Mark, Malcolm and Roz,

Below please find our thoughts on the appraisal by Harps & Harps for the WMATA-owned parcels on the 700 and 800 blocks of Florida Avenue, NW dated September 17, 2009. Based on our analysis, we would be prepared to pay WMATA a total of **$2,545,000** to purchase the parcels. Our rationale is as follows:

1. WMATA parcels actually total 28,357 SF (**as oppose to 28,892 SF** that was listed in the appraisal and mistakenly in our pro forma sent to WMATA). Our surveyor recently completed a field survey of the sites, which resulted in the following information:

	RECORD	SURVEY
Lot 31, Square 416	15,956 sq. ft.	15,944.97 sq.ft.
Lot 44, Square 393	3,799 sq. ft.	3,784.45 sq.ft.
Lot 45, Square 45	8,621 sq. ft.	8,627.48 sq.ft.
Total sq. ft.	**28,376 sq. ft.**	**28,356.90 sq. ft.**

RECORD means information shown in the District of Columbia Surveyor's Office and SURVEY means information actually gathered by the surveyor during field surveys. Also, our surveyor performed research in the D.C. Surveyor's Office and found that Lot 0018 is no longer a valid lot. WMATA performed a subdivision on lots 0012 - 0018 to create lot 0031. The subdivision was completed on December 26, 1996.

2. Total developable FAR SF of WMATA parcels should be as follows:

15,945 SF x 3.35 FAR (developable FAR according to Eric Colbert, AIA, the appraiser's consultant) = 53,415.75 SF
8,621 SF x 3.83 FAR = 33,018.43 SF
3,799 SF x 4.11 FAR = 15,613.89 SF
Total developable SF = 102,048.08 SF

Thus, no premium should be added to this 102,048 SF because the Developer is unsure if it will be able to achieve its desired density on the adjacent parcels because the buildings that are part of the development may contribute to the 9th Street Historic District, and therefore, all, or part of the buildings may need to be kept, and therefore the Developer may not be able to demolish these buildings and as a result by not be able to build out to its desired FAR for the entire project. Moreover, if the buildings are not able to be fully demolished, the Developer will have to expend significant costs to maintain all or a portion of these structures. Thus, it is inappropriate to view the entirety of the development density generated by the WMATA sites and our sites as oppose to WMATA's stand alone sites, unless WMATA is willing to discount the price that the Developer is paying for the adjacent parcels as the price has a negative economic impact on the entire project.

3. Upon review of the comps in the appraisal, and discussion with an appraiser that we often work with for projects in this area, comps should only be used that are less than 12 months old. However, since there has been a lack of sales activity in this market, the appraiser indicated that it might use comps in the last 18 months (comps 3-6), but certainly not comps in 2006 and 2007. Thus, if comp 1 (which is almost 3 years old), comp 2 (which is 24 months old) and comp 3 (which is 20 months old) were removed from the comp chart, the average sales price is $46 per FAR before any adjustments and before taking into account that the contract on the parcel at 1912 8th Street may not go for the price that its under contract for. If we use the appraiser's adjustment of 15% per year on each parcel (0.0125% deduct per month) the comp sales would indicate an adjusted price range of $41.88 (comp 4), $36.55 (comp 5) and $38.25 (comp 6 assuming property closed w/n 12 months of contract) or **average of $38.89 per FAR**. Thus, none of the last three comps sold for more than $41.88 per FAR and therefore, we believe a comparable sales value would be no more than $41.88 per FAR. If you added a location bump, we could accept a price of $45 per FAR assuming we purchased the property within 12 months of approval of a purchase agreement.

4. Thus, the Unencumbered Value of the WMATA parcels would be $45 per FAR x 102,048 or **$4,592,160**.

5. Adjustment to Value b/c of Inclusionary Zoning. A deduct to the overall value b/c of inclusion of the IZ should be calculated by taking into account the difference b/t what market rate units would generate and what IZ units would generate. Assuming that we have 8,163 SF attributed to the IZ units (8% of total buildable SF of project), and assuming that the market units would generate $2.5 SF and the IZ units would generate $1.5 SF, this would be a delta of $1 per SF. Multiplying 8,163 x $1 per SF x 12 months per year would generate a loss of $97,956 (approx $100,000) per year in loss revenue. Capping this at a 6.5% would generate a $1.538M loss.

6. Adjustment to Value b/c of Extraordinary Costs (WMATA Easements and Tunnels): **$2,300,000** (according to WMATA)

Final Value of Property Subject to IZ and WMATA Tunnels and Easements

FOIA CONFIDENTIAL TREATMENT REQUESTED

Value unencumbered: $4,592,160
Adjustments for IZ: $1,538,000
Adjustments for Extraordinary Costs: $2,300,000

Final Encumbered Value of Property: $754,160

However, the Developer would be willing to pay the following to purchase the parcels:

$1,980,000 (amount that we agreed to pay in a capitalized lease)
$350,000 (value that the EGI payments is worth)
$100,000 (Option Fee)
$115,000 (Pre-Closing payments)

TOTAL PAYMENTS TO WMATA **$2,545,000.00**

This offer assumes that WMATA will be willing to have our Term Sheet go to the Board in October, the Purchase Agreement go to the Board at the November meeting, and agree to a critical path schedule with all of WMATA's reviews.

We hope that we can meet tomorrow to wrap up the final terms of the Revised Term Sheet.

Thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012612

Doggett, Rosalyn

From: Omar Karim [okarim@bannekerventures.com]
Sent: Thursday, September 24, 2009 10:54 PM
To: Yohance S. Fuller; Doggett, Rosalyn; Marshall, Malcolm; Meister, Mark K.; Bottigheimer, Nat
Cc: Maurice Perry; Anthony James Ives; Tiwana Hicks; Neil.Albert@dc.gov
Subject: Re: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW

Importance: High

Nat and Roz,

Based on Mark's email below, please confirm that we are meeting tomorrow. Since we did not confirm a time, I assume the due to the lateness, the morning would be out and therefore, the afternoon would have to do. Can we meet @ 2:30 tomorrow?

Thanks.

Omar

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729 15th Street, NW, Suite 400
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okarim@bannekerventures.com

From: "Omar Karim"
Date: Thu, 24 Sep 2009 15:57:56 +0000
To: Mark K. Meister<MMeister@wmata.com>; Yohance Fuller<yohance.fuller@dc.gov>; Marshall, Malcolm<MMarshall@wmata.com>; Bottigheimer, Nat<NBottigheimer@wmata.com>; Rosslyn Doggett<rdoggett@wmata.com>
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Thank you in advance.

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From: "Meister, Mark K."
Date: Thu, 24 Sep 2009 10:56:41 -0400
To: okarim@bannekerventures.com<okarim@bannekerventures.com>; Yohance S. Fuller<Yohance.Fuller@dc.gov>; Marshall, Malcolm<MMarshall@wmata.com>; Bottigheimer, Nat<NBottigheimer@wmata.com>; Doggett, Rosalyn<RDoggett@wmata.com>
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FOIA CONFIDENTIAL TREATMENT REQUESTED

Mark

Mark K. Meister
Program Manager, Real Estate
Office of Station Area Planning and Asset Management
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To: Meister, Mark K.<MMeister@wmata.com>; Omar A. Karim<okarim@bannekerventures.com>; Marshall, Malcolm<MMarshall@wmata.com>; Bottigheimer, Nat<NBottigheimer@wmata.com>; Doggett, Rosalyn<RDoggett@wmata.com>
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Mark

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Sent: Wednesday, September 23, 2009 11:25 AM
To: Meister, Mark K.; Marshall, Malcolm; Bottigheimer, Nat; Doggett, Rosalyn

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012614

Cc: 'Maurice Perry'; 'Anthony Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller
Subject: RE: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW

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Cc: 'Maurice Perry'; 'Anthony Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller
Subject: RE: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW

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1. WMATA parcels actually total 28,357 SF (**as oppose to 28,892 SF** that was listed in the appraisal and mistakenly in our pro forma sent to WMATA). Our surveyor recently completed a field survey of the sites, which resulted in the following information:

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Total sq. ft.	**28,376 sq. ft.**	**28,356.90 sq. ft.**

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012615

RECORD means information shown in the District of Columbia Surveyor's Office and SURVEY means information actually gathered by the surveyor during field surveys. Also, our surveyor performed research in the D.C. Surveyor's Office and found that Lot 0018 is no longer a valid lot. WMATA performed a subdivision on lots 0012 - 0018 to create lot 0031. The subdivision was completed on December 26, 1996.

2. Total developable FAR SF of WMATA parcels should be as follows:

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   Total developable SF = 102,048.08 SF

   Thus, no premium should be added to this 102,048 SF because the Developer is unsure if it will be able to achieve its desired density on the adjacent parcels because the buildings that are part of the development may contribute to the 9th Street Historic District, and therefore, all, or part of the buildings may need to be kept, and therefore the Developer may not be able to demolish these buildings and as a result by not be able to build out to its desired FAR for the entire project. Moreover, if the buildings are not able to be fully demolished, the Developer will have to expend significant costs to maintain all or a portion of these structures. Thus, it is inappropriate to view the entirety of the development density generated by the WMATA sites and our sites as oppose to WMATA's stand alone sites, unless WMATA is willing to discount the price that the Developer is paying for the adjacent parcels as the price has a negative economic impact on the entire project.

3. Upon review of the comps in the appraisal, and discussion with an appraiser that we often work with for projects in this area, comps should only be used that are less than 12 months old. However, since there has been a lack of sales activity in this market, the appraiser indicated that it might use comps in the last 18 months (comps 3-6), but certainly not comps in 2006 and 2007. Thus, if comp 1 (which is almost 3 years old), comp 2 (which is 24 months old) and comp 3 (which is 20 months old) were removed from the comp chart, the average sales price is $46 per FAR before any adjustments and before taking into account that the contract on the parcel at 1912 8th Street may not go for the price that its under contract for. If we use the appraiser's adjustment of 15% per year on each parcel (0.0125% deduct per month) the comp sales would indicate an adjusted price range of $41.88 (comp 4), $36.55 (comp 5) and $38.25 (comp 6 assuming property closed w/n 12 months of contract) or **average of $38.89 per FAR**. Thus, none of the last three comps sold for more than $41.88 per FAR and therefore, we believe a comparable sales value would be no more than $41.88 per FAR. If you added a location bump, we could accept a price of $45 per FAR assuming we purchased the property within 12 months of approval of a purchase agreement.

4. Thus, the Unencumbered Value of the WMATA parcels would be $45 per FAR x 102,048 or **$4,592,160**.

5. Adjustment to Value b/c of Inclusionary Zoning. A deduct to the overall value b/c of inclusion of the IZ should be calculated by taking into account the difference b/t what market rate units would generate and what IZ units would generate. Assuming that we have 8,163 SF attributed to the IZ units (8% of total buildable SF of project), and assuming that the market units would generate $2.5 SF and the IZ units would generate $1.5 SF, this would be a delta of $1 per SF. Multiplying 8,163 x $1 per SF x 12 months per year would generate a loss of $97,956 (approx $100,000) per year in loss revenue. Capping this at a 6.5% would generate a $1.538M loss.

6. Adjustment to Value b/c of Extraordinary Costs (WMATA Easements and Tunnels): **$2,300,000** (according to WMATA)

Final Value of Property Subject to IZ and WMATA Tunnels and Easements

Value unencumbered: $4,592,160
Adjustments for IZ: $1,538,000
Adjustments for Extraordinary Costs: $2,300,000

Final Encumbered Value of Property: $754,160

However, the Developer would be willing to pay the following to purchase the parcels:

$1,980,000 (amount that we agreed to pay in a capitalized lease)
$350,000 (value that the EGI payments is worth)
$100,000 (Option Fee)
$115,000 (Pre-Closing payments)

TOTAL PAYMENTS TO WMATA **$2,545,000.00**

This offer assumes that WMATA will be willing to have our Term Sheet go to the Board in October, the Purchase Agreement go to the Board at the November meeting, and agree to a critical path schedule with all of WMATA's reviews.

FOIA CONFIDENTIAL TREATMENT REQUESTED

We hope that we can meet tomorrow to wrap up the final terms of the Revised Term Sheet.

Thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar Karim [okarim@bannekerventures.com]
Sent: Thursday, September 24, 2009 10:26 AM
To: Yohance S. Fuller; Doggett, Rosalyn; Marshall, Malcolm; Meister, Mark K.; Bottigheimer, Nat
Cc: Maurice Perry; Anthony James Ives; Tiwana Hicks; Neil.Albert@dc.gov
Subject: Re: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW

Mark,

Wanted to confirm what time we are meeting today.

Thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Fuller, Yohance (EOM)"
Date: Wed, 23 Sep 2009 17:05:49 -0400
To: Meister, Mark K.<MMeister@wmata.com>; Omar A. Karim<okarim@bannekerventures.com>; Marshall, Malcolm<MMarshall@wmata.com>; Bottigheimer, Nat<NBottigheimer@wmata.com>; Doggett, Rosalyn<RDoggett@wmata.com>
Subject: RE: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW
Mark,

Has a time been confirmed to meet tomorrow? I will be at JBG for the Committee and Board meeting. Perhaps we can meet right after those meetings? Please advise.

Yohance

From: Meister, Mark K. [mailto:MMeister@wmata.com]
Sent: Wednesday, September 23, 2009 11:38 AM
To: Omar A. Karim; Marshall, Malcolm; Bottigheimer, Nat; Doggett, Rosalyn
Cc: 'Maurice Perry'; 'Anthony Ives'; 'Tiwana Hicks'; Albert, Neil (EOM); Fuller, Yohance (EOM)
Subject: RE: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW

Omar,

We will make every effort to get this done tomorrow.

Mark

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, September 23, 2009 11:25 AM
To: Meister, Mark K.; Marshall, Malcolm; Bottigheimer, Nat; Doggett, Rosalyn
Cc: 'Maurice Perry'; 'Anthony Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller
Subject: RE: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW

Mark,

Thanks for the update. Since we are working to get on the agenda for the Oct 8th committee meeting, could we push for meeting tomorrow? I think our analysis of and comments to the appraisal are pretty limited to two issues (comparable sales FAR and IZ deduction) and therefore, I'm hopeful that Malcolm will be able to review these with the backdrop that he's been working with the appraiser for sometime to get it to where it is today, and allow us to get this thing done tomorrow. Can we push for this?

Should Malcolm have any questions, I will be available all day to speak with him.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Thanks for the tremendous effort you and your team is putting toward getting this thing done.

Omar

From: Meister, Mark K. [mailto:MMeister@wmata.com]
Sent: Wednesday, September 23, 2009 11:17 AM
To: Omar A. Karim; Marshall, Malcolm; Bottigheimer, Nat; Doggett, Rosalyn
Cc: 'Maurice Perry'; 'Anthony Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller
Subject: RE: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW

Omar,

Thanks for your analysis. I've asked our appraiser, Malcolm Marshall, and Rosalyn Doggett to review your analysis in light of WMATA's appraisal and formulate a response. I received a voicemail from Yohance Fuller this morning requesting a meeting this afternoon to, hopefully, finalize Term Sheet negotiations. Unfortunately, Roz is out of the office today and Malcolm will need some time to complete his review having received your information at 6:25 p.m. yesterday. Consequently, a meeting today will not work. Upon Roz's return to the office, I will be in further touch with you to schedule the meeting.

Mark

Mark K. Meister
Program Manager, Real Estate
Office of Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001
Tel: 202-962-1589
Fax: 202-962-2396
Email: mmeister@wmata.com

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, September 22, 2009 6:25 PM
To: Meister, Mark K.; Marshall, Malcolm; Bottigheimer, Nat; Doggett, Rosalyn
Cc: 'Maurice Perry'; 'Anthony Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller
Subject: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW
Importance: High

Nat, Mark, Malcolm and Roz,

Below please find our thoughts on the appraisal by Harps & Harps for the WMATA-owned parcels on the 700 and 800 blocks of Florida Avenue, NW dated September 17, 2009. Based on our analysis, we would be prepared to pay WMATA a total of **$2,545,000** to purchase the parcels. Our rationale is as follows:

1. WMATA parcels actually total 28,357 SF (**as oppose to 28,892 SF** that was listed in the appraisal and mistakenly in our pro forma sent to WMATA). Our surveyor recently completed a field survey of the sites, which resulted in the following information:

	RECORD	SURVEY
Lot 31, Square 416	15,956 sq. ft.	15,944.97 sq.ft.
Lot 44, Square 393	3,799 sq. ft.	3,784.45 sq.ft.
Lot 45, Square 45	8,621 sq. ft.	8,627.48 sq.ft.
Total sq. ft.	**28,376 sq. ft.**	**28,356.90 sq. ft.**

RECORD means information shown in the District of Columbia Surveyor's Office and SURVEY means information actually gathered by the surveyor during field surveys. Also, our surveyor performed research in the D.C. Surveyor's Office and found that Lot 0018 is no longer a valid lot. WMATA performed a subdivision on lots 0012 - 0018 to create lot 0031. The subdivision was completed on December 26, 1996.

2. Total developable FAR SF of WMATA parcels should be as follows:

15,945 SF x 3.35 FAR (developable FAR according to Eric Colbert, AIA, the appraiser's consultant) = 53,415.75 SF
8,621 SF x 3.83 FAR = 33,018.43 SF
3,799 SF x 4.11 FAR = 15,613.89 SF
Total developable SF = 102,048.08 SF

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012619

Thus, no premium should be added to this 102,048 SF because the Developer is unsure if it will be able to achieve its desired density on the adjacent parcels because the buildings that are part of the development may contribute to the 9th Street Historic District, and therefore, all, or part of the buildings may need to be kept, and therefore the Developer may not be able to demolish these buildings and as a result by not be able to build out to its desired FAR for the entire project. Moreover, if the buildings are not able to be fully demolished, the Developer will have to expend significant costs to maintain all or a portion of these structures. Thus, it is inappropriate to view the entirety of the development density generated by the WMATA sites and our sites as oppose to WMATA's stand alone sites, unless WMATA is willing to discount the price that the Developer is paying for the adjacent parcels as the price has a negative economic impact on the entire project.

3. Upon review of the comps in the appraisal, and discussion with an appraiser that we often work with for projects in this area, comps should only be used that are less than 12 months old. However, since there has been a lack of sales activity in this market, the appraiser indicated that it might use comps in the last 18 months (comps 3-6), but certainly not comps in 2006 and 2007. Thus, if comp 1 (which is almost 3 years old), comp 2 (which is 24 months old) and comp 3 (which is 20 months old) were removed from the comp chart, the average sales price is $46 per FAR before any adjustments and before taking into account that the contract on the parcel at 1912 8th Street may not go for the price that its under contract for. If we use the appraiser's adjustment of 15% per year on each parcel (0.0125% deduct per month) the comp sales would indicate an adjusted price range of $41.88 (comp 4), $36.55 (comp 5) and $38.25 (comp 6 assuming property closed w/n 12 months of contract) or **average of $38.89 per FAR**. Thus, none of the last three comps sold for more than $41.88 per FAR and therefore, we believe a comparable sales value would be no more than $41.88 per FAR. If you added a location bump, we could accept a price of $45 per FAR assuming we purchased the property within 12 months of approval of a purchase agreement.

4. Thus, the Unencumbered Value of the WMATA parcels would be $45 per FAR x 102,048 or **$4,592,160**.

5. Adjustment to Value b/c of Inclusionary Zoning. A deduct to the overall value b/c of inclusion of the IZ should be calculated by taking into account the difference b/t what market rate units would generate and what IZ units would generate. Assuming that we have 8,163 SF attributed to the IZ units (8% of total buildable SF of project), and assuming that the market units would generate $2.5 SF and the IZ units would generate $1.5 SF, this would be a delta of $1 per SF. Multiplying 8,163 x $1 per SF x 12 months per year would generate a loss of $97,956 (approx $100,000) per year in loss revenue. Capping this at a 6.5% would generate a $1.538M loss.

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TOTAL PAYMENTS TO WMATA $2,545,000.00

This offer assumes that WMATA will be willing to have our Term Sheet go to the Board in October, the Purchase Agreement go to the Board at the November meeting, and agree to a critical path schedule with all of WMATA's reviews.

We hope that we can meet tomorrow to wrap up the final terms of the Revised Term Sheet.

Thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012620

(202) 393-5460 phone
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(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Wednesday, September 23, 2009 12:05 PM
To: Doggett, Rosalyn; Marshall, Malcolm; Meister, Mark K.; Bottigheimer, Nat
Cc: 'Maurice Perry'; 'Anthony Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller
Subject: RE: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW

Thanks.

Omar

From: Meister, Mark K. [mailto:MMeister@wmata.com]
Sent: Wednesday, September 23, 2009 11:38 AM
To: Omar A. Karim; Marshall, Malcolm; Bottigheimer, Nat; Doggett, Rosalyn
Cc: 'Maurice Perry'; 'Anthony Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller
Subject: RE: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW

Omar,

We will make every effort to get this done tomorrow.

Mark

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, September 23, 2009 11:25 AM
To: Meister, Mark K.; Marshall, Malcolm; Bottigheimer, Nat; Doggett, Rosalyn
Cc: 'Maurice Perry'; 'Anthony Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller
Subject: RE: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW

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Omar

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To: Omar A. Karim; Marshall, Malcolm; Bottigheimer, Nat; Doggett, Rosalyn
Cc: 'Maurice Perry'; 'Anthony Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller
Subject: RE: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW

Omar,

Thanks for your analysis. I've asked our appraiser, Malcolm Marshall, and Rosalyn Doggett to review your analysis in light of WMATA's appraisal and formulate a response. I received a voicemail from Yohance Fuller this morning requesting a meeting this afternoon to, hopefully, finalize Term Sheet negotiations. Unfortunately, Roz is out of the office today and Malcolm will need some time to complete his review having received your information at 6:25 p.m. yesterday. Consequently, a meeting today will not work. Upon Roz's return to the office, I will be in further touch with you to schedule the meeting.

Mark

Mark K. Meister
Program Manager, Real Estate
Office of Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001
Tel: 202-962-1589
Fax: 202-962-2396

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012622

Email: mmeister@wmata.com

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, September 22, 2009 6:25 PM
To: Meister, Mark K.; Marshall, Malcolm; Bottigheimer, Nat; Doggett, Rosalyn
Cc: 'Maurice Perry'; 'Anthony Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller
Subject: Comments to Appraisal of 700 and 800 blocks of Florida Avenue NW
Importance: High

Nat, Mark, Malcolm and Roz,

Below please find our thoughts on the appraisal by Harps & Harps for the WMATA-owned parcels on the 700 and 800 blocks of Florida Avenue, NW dated September 17, 2009. Based on our analysis, we would be prepared to pay WMATA a total of **$2,545,000** to purchase the parcels. Our rationale is as follows:

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Total sq. ft.	**28,376 sq. ft.**	**28,356.90 sq. ft.**

RECORD means information shown in the District of Columbia Surveyor's Office and SURVEY means information actually gathered by the surveyor during field surveys. Also, our surveyor performed research in the D.C. Surveyor's Office and found that Lot 0018 is no longer a valid lot. WMATA performed a subdivision on lots 0012 - 0018 to create lot 0031. The subdivision was completed on December 26, 1996.

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Total developable SF = 102,048.08 SF

Thus, no premium should be added to this 102,048 SF because the Developer is unsure if it will be able to achieve its desired density on the adjacent parcels because the buildings that are part of the development may contribute to the 9th Street Historic District, and therefore, all, or part of the buildings may need to be kept, and therefore the Developer may not be able to demolish these buildings and as a result by not be able to build out to its desired FAR for the entire project. Moreover, if the buildings are not able to be fully demolished, the Developer will have to expend significant costs to maintain all or a portion of these structures. Thus, it is inappropriate to view the entirety of the development density generated by the WMATA sites and our sites as oppose to WMATA's stand alone sites, unless WMATA is willing to discount the price that the Developer is paying for the adjacent parcels as the price has a negative economic impact on the entire project.

3. Upon review of the comps in the appraisal, and discussion with an appraiser that we often work with for projects in this area, comps should only be used that are less than 12 months old. However, since there has been a lack of sales activity in this market, the appraiser indicated that it might use comps in the last 18 months (comps 3-6), but certainly not comps in 2006 and 2007. Thus, if comp 1 (which is almost 3 years old), comp 2 (which is 24 months old) and comp 3 (which is 20 months old) were removed from the comp chart, the average sales price is $46 per FAR before any adjustments and before taking into account that the contract on the parcel at 1912 8th Street may not go for the price that its under contract for. If we use the appraiser's adjustment of 15% per year on each parcel (0.0125% deduct per month) the comp sales would indicate an adjusted price range of $41.88 (comp 4), $36.55 (comp 5) and $38.25 (comp 6 assuming property closed w/n 12 months of contract) or **average of $38.89 per FAR**. Thus, none of the last three comps sold for more than $41.88 per FAR and therefore, we believe a comparable sales value would be no more than $41.88 per FAR. If you added a location bump, we could accept a price of $45 per FAR assuming we purchased the property within 12 months of approval of a purchase agreement.

4. Thus, the Unencumbered Value of the WMATA parcels would be $45 per FAR x 102,048 or **$4,592,160**.

5. Adjustment to Value b/c of Inclusionary Zoning. A deduct to the overall value b/c of inclusion of the IZ should be calculated by taking into account the difference b/t what market rate units would generate and what IZ units would generate. Assuming that we have 8,163 SF attributed to the IZ units (8% of total buildable SF of project), and assuming that the market units would generate $2.5 SF and the IZ units would generate $1.5 SF, this would

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012623

be a delta of $1 per SF. Multiplying 8,163 x $1 per SF x 12 months per year would generate a loss of $97,956 (approx $100,000) per year in loss revenue. Capping this at a 6.5% would generate a $1.538M loss.

6. Adjustment to Value b/c of Extraordinary Costs (WMATA Easements and Tunnels): **$2,300,000** (according to WMATA)

Final Value of Property Subject to IZ and WMATA Tunnels and Easements

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Adjustments for IZ: $1,538,000
Adjustments for Extraordinary Costs: $2,300,000

Final Encumbered Value of Property: $754,160

However, the Developer would be willing to pay the following to purchase the parcels:

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$350,000 (value that the EGI payments is worth)
$100,000 (Option Fee)
$115,000 (Pre-Closing payments)

TOTAL PAYMENTS TO WMATA **$2,545,000.00**

This offer assumes that WMATA will be willing to have our Term Sheet go to the Board in October, the Purchase Agreement go to the Board at the November meeting, and agree to a critical path schedule with all of WMATA's reviews.

We hope that we can meet tomorrow to wrap up the final terms of the Revised Term Sheet.

Thanks.

Omar

Omar A. Karim
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729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar Karim [okarim@bannekerventures.com]
Sent: Tuesday, September 22, 2009 10:19 AM
To: Montague, Joshua W.
Cc: Maurice Perry; Tiwana Hicks; Yohance S. Fuller; Doggett, Rosalyn; jhagner@wcsr.com
Subject: Re: Florida Avenue - Adjacent Parcels

We've provided purchase agreements for the two parcels to Nat, et al a few weeks ago. The addresses are 1931 and 1933-1935 9th Street NW.

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Montague, Joshua W."
Date: Tue, 22 Sep 2009 10:15:30 -0400
To: Omar A. Karim<okarim@bannekerventures.com>
Subject: Florida Avenue - Adjacent Parcels
Omar,

Which adjacent parcels will be a part of the total project?

Have you provided evidence of site control of these parcels? If not, can you do so?

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority
600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

The information contained in this email may be confidential and/or legally privileged. It has been sent for the sole use of the intended recipient(s). If the reader of this message is not an intended recipient, you are hereby notified that any unauthorized review, use, disclosure, dissemination, distribution, or copying of this communication, or any of its contents, is strictly prohibited. If you have received this communication in error, please contact the sender by reply email and destroy all copies of the original message.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Monday, September 21, 2009 6:38 PM
To: Marshall, Malcolm
Cc: Doggett, Rosalyn
Subject: RE: Appraisal for WMATA Parcels on Florida Avenue - Extraordinary Assumptions

Importance: High

Malcolm,

This is confusing. We agree that the land sales comparison approach was used to derive the overall value. However, the appraisal does not provide an explanation of how the appraiser came up with the deduction b/c of IZ units. How do you explain a $500k deduct in the land value and an additional $200k? What is this $200k deduct for and how was the $500k derived? A deduct to the overall value b/c of inclusion of the IZ could be calculated two ways that we see:

1. Take into account the difference b/t what market rate units would generate and what IZ units would generate. Assuming that we have 8,163 SF attributed to the IZ units (8% of total buildable SF of project), and assuming that the market units would generate $2.5 SF and the IZ units would generate $1.5 SF, this would be a delta of $1 per SF. Multiplying 8,163 x $1 per SF x 12 months per year would generate a loss of $97,956 (approx $100,000) per year in loss revenue. Capping this at a 6.5% would generate a $1.538M loss.

2. An alternative approach would be to calculate the cost to build 8,163 SF of IZ units. If we take $254 per SF to build the project and multiply this by 8,163 SF of IZ units, this would mean that the IZ units would cost $2.073M to build. If we deduct 40% of the costs to build the units from the total costs (because the income from the IZ units could support some of the costs), this would mean that the loss on the project would be $829,000 before any return is calculated as the appraiser indicated in the appraisal. If we assume a nominal return of 15% per year return on equity (although we have previously agreed that equity/member loans in this deal would receive a 20% annual return) over a say 7 year total pre-development, construction and hold period, this would mean an additional $3M loss to the project. Thus, the total loss would be $829,000 + $3,034,000 = $3,863,000.

If we used the lesser of these values, the deduct b/c of the IZ units would be $1.538M from the Base Value versus the $700,000 that was provided in the appraisal ($500k) and subsequent email ($200k).

Please let us know the appraiser's thoughts to our analysis.

Omar

From: Marshall, Malcolm [mailto:MMarshall@wmata.com]
Sent: Monday, September 21, 2009 4:08 PM
To: Omar A. Karim
Cc: Doggett, Rosalyn
Subject: RE: Appraisal for WMATA Parcels on Florida Avenue - Extraordinary Assumptions

No. The appraiser used the sales comparison approach overall with a land residual technique implied only as part of footnote 11 where net income from the affordable units is considered relevant. Together the two deductions will likely be close to $700,000 ($500,000 & $200,000).

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Monday, September 21, 2009 3:18 PM
To: Marshall, Malcolm
Cc: Doggett, Rosalyn
Subject: RE: Appraisal for WMATA Parcels on Florida Avenue - Extraordinary Assumptions

I thought that the appraiser used a comparable sales approach, as oppose to an income approach. If they did, then the income from the affordable units would not be relevant or really counted in the value. If it was, it would be about 1/3 of the income of the market units and thus, maybe the $2.4M deduct would be $1.6M deduct, but certainly there would be a larger deduct than $500k, wouldn't you agree?

From: Marshall, Malcolm [mailto:MMarshall@wmata.com]
Sent: Monday, September 21, 2009 3:12 PM
To: Omar A. Karim
Cc: Doggett, Rosalyn
Subject: RE: Appraisal for WMATA Parcels on Florida Avenue - Extraordinary Assumptions

FOIA CONFIDENTIAL TREATMENT REQUESTED

I think you are double-counting deductions with the $2.400,000. I believe the appraiser made deductions for the affordable units based primarily on his estimate of reduced net income generated from the affordable units as compared with market rate units.

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Monday, September 21, 2009 11:56 AM
To: Marshall, Malcolm
Cc: 'Maurice Perry'; 'Anthony Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; Moneme, Emeka; Meister, Mark K.; Bottigheimer, Nat; Doggett, Rosalyn
Subject: RE: Appraisal for WMATA Parcels on Florida Avenue - Extraordinary Assumptions
Importance: High

Malcolm,

Can you ask the appraiser how he came up with the $200,000 figure for the Extraordinary Assumption costs to build the IZ units. The appraisal read like it was a much higher cost. The $200,000 seems way low. If we have to build 8 units for example (8% of 100,000 SF), this would result in a deduct of $300,000 per unit (hard and soft costs) x 8 units or $2.4M, versus the $500,000 in land value deduction and $200,000 in additional deductions that you mentioned in your email.

Thank you in advance.

Omar

From: Marshall, Malcolm [mailto:MMarshall@wmata.com]
Sent: Monday, September 21, 2009 11:43 AM
To: Omar A. Karim
Cc: 'Maurice Perry'; 'Anthony Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; Moneme, Emeka; Meister, Mark K.; Bottigheimer, Nat; Doggett, Rosalyn
Subject: RE: Appraisal for WMATA Parcels on Florida Avenue - Extraordinary Assumptions

I have provided our appraiser the information below. He indicated preliminarily that Item 1. below would lower the value approximately $200,000. He is analyzing Item 2. below & indicates that this would, obviously, have a significant impact, resulting in a very low figure. He is currently preparing an analysis for us.

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Monday, September 21, 2009 10:30 AM
To: Marshall, Malcolm
Cc: 'Maurice Perry'; 'Anthony Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; Moneme, Emeka; Meister, Mark K.; Bottigheimer, Nat; Doggett, Rosalyn
Subject: Appraisal for WMATA Parcels on Florida Avenue - Extraordinary Assumptions
Importance: High

Malcolm,

We are analyzing the appraisal sent over by Harps & Harps and have 2 quick questions that we hope you can reach out to your appraiser this morning and get responses:

1. The appraiser included an Extraordinary Assumption in the appraisal in four different locations that any costs to develop the 8% IZ units, less the value of the land, would be offset by city or federal subsidies. To our knowledge, there are no city or federal subsidies for any projects that don't have a minimum of 20% affordable units (not IZ units which are at a higher AMI), and then there are no assurances that the project would even receive these subsidies. Can you ask the appraiser to what the value of the sites would be if he didn't include this Extraordinary Assumption.

2. If we have to build 20% affordable housing units on the WMATA parcels, what would the impact of the appraised value be?

We are completing a comprehensive review of the appraisal today and need this for our review which we plan on submitting to you by COB today.

Thank you in advance.

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell

FOIA CONFIDENTIAL TREATMENT REQUESTED

okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Monday, September 21, 2009 11:56 AM
To: Marshall, Malcolm
Cc: 'Maurice Perry'; 'Anthony Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; Doggett, Rosalyn; Moneme, Emeka; Meister, Mark K.; Bottigheimer, Nat
Subject: RE: Appraisal for WMATA Parcels on Florida Avenue - Extraordinary Assumptions

Importance: High

Malcolm,

Can you ask the appraiser how he came up with the $200,000 figure for the Extraordinary Assumption costs to build the IZ units. The appraisal read like it was a much higher cost. The $200,000 seems way low. If we have to build 8 units for example (8% of 100,000 SF), this would result in a deduct of $300,000 per unit (hard and soft costs) x 8 units or $2.4M, versus the $500,000 in land value deduction and $200,000 in additional deductions that you mentioned in your email.

Thank you in advance.

Omar

From: Marshall, Malcolm [mailto:MMarshall@wmata.com]
Sent: Monday, September 21, 2009 11:43 AM
To: Omar A. Karim
Cc: 'Maurice Perry'; 'Anthony Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; Moneme, Emeka; Meister, Mark K.; Bottigheimer, Nat; Doggett, Rosalyn
Subject: RE: Appraisal for WMATA Parcels on Florida Avenue - Extraordinary Assumptions

I have provided our appraiser the information below. He indicated preliminarily that Item 1. below would lower the value approximately $200,000. He is analyzing Item 2. below & indicates that this would, obviously, have a significant impact, resulting in a very low figure. He is currently preparing an analysis for us.

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Monday, September 21, 2009 10:30 AM
To: Marshall, Malcolm
Cc: 'Maurice Perry'; 'Anthony Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; Moneme, Emeka; Meister, Mark K.; Bottigheimer, Nat; Doggett, Rosalyn
Subject: Appraisal for WMATA Parcels on Florida Avenue - Extraordinary Assumptions
Importance: High

Malcolm,

We are analyzing the appraisal sent over by Harps & Harps and have 2 quick questions that we hope you can reach out to your appraiser this morning and get responses:

1. The appraiser included an Extraordinary Assumption in the appraisal in four different locations that any costs to develop the 8% IZ units, less the value of the land, would be offset by city or federal subsidies. To our knowledge, there are no city or federal subsidies for any projects that don't have a minimum of 20% affordable units (not IZ units which are at a higher AMI), and then there are no assurances that the project would even receive these subsidies. Can you ask the appraiser to what the value of the sites would be if he didn't include this Extraordinary Assumption.

2. If we have to build 20% affordable housing units on the WMATA parcels, what would the impact of the appraised value be?

We are completing a comprehensive review of the appraisal today and need this for our review which we plan on submitting to you by COB today.

Thank you in advance.

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell

FOIA CONFIDENTIAL TREATMENT REQUESTED

okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar Karim [okarim@bannekerventures.com]
Sent: Friday, September 18, 2009 3:20 PM
To: Doggett, Rosalyn
Cc: Maurice Perry; Tiwana Hicks; Yohance S. Fuller; Marshall, Malcolm; Meister, Mark K.; Bottigheimer, Nat
Subject: Re: Florida Ave Draft Appraisal

Thank you. Is the appraisal coming to our offices @ 729 15th Street, NW, Suite 400. Our office # is 202-393-5460. Is Malcolm in the office to discuss with us his comments?

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Doggett, Rosalyn"
Date: Fri, 18 Sep 2009 15:16:03 -0400
To: okarim@bannekerventures.com<okarim@bannekerventures.com>
Subject: Florida Ave Draft Appraisal

Omar,
I am delivering a copy of the draft appraisal now to your offices. Please note that our appraiser has not provided his comments to the third party appraiser yet, and I understand that he does have some comments.
Regards,
Rosalyn

Rosalyn P. Doggett
Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

rdoggett@wmata.com
202-962-2208 phone
202-962-2396 fax

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Tuesday, September 15, 2009 4:49 PM
To: Doggett, Rosalyn; Meister, Mark K.; Bottigheimer, Nat
Cc: 'Maurice Perry'; aives@bannekerventures.com; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; sgoldin@intercapholdings.com; 'John Hagner'; Moneme, Emeka; Marshall, Malcolm
Subject: RE: Shaw-Howard/Florida Avenue Appraisal
Attachments: Summary of Updated Term Sheet-Shaw-Howard-Florida Avenue Sites (9-15-09).doc

Importance: High

Nat, Mark, and Roz,

Attached please find the updated Summary of the Term Sheet for the Shaw-Howard/Florida Avenue sites. The four items highlighted in red are our responses to some of the questions that were raised at Friday's meeting. All of the other items we believe have been agreed to by WMATA and Banneker/BACDC. Please review the Summary for accurateness as we hope to finalize all remaining issues either prior to or at Friday's meeting.

Best,

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: Meister, Mark K. [mailto:MMeister@wmata.com]
Sent: Tuesday, September 15, 2009 1:51 PM
To: Omar A. Karim; Bottigheimer, Nat; Doggett, Rosalyn
Cc: 'Maurice Perry'; aives@bannekerventures.com; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; sgoldin@intercapholdings.com; 'John Hagner'; Moneme, Emeka; Marshall, Malcolm
Subject: RE: Shaw-Howard/Florida Avenue Appraisal

Omar,

I can't do Friday morning but I am available at 1:30. Roz is out of the office today, so I cannot confirm her attendance at this time. Let's hold 1:30 and I will talk to Roz tomorrow.

Mark

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, September 15, 2009 10:51 AM
To: Meister, Mark K.; Bottigheimer, Nat; Doggett, Rosalyn
Cc: 'Maurice Perry'; aives@bannekerventures.com; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; sgoldin@intercapholdings.com; 'John Hagner'; Moneme, Emeka; Marshall, Malcolm
Subject: RE: Shaw-Howard/Florida Avenue Appraisal

Nat, Mark and Roz,

On Friday, Roz indicated that she would have to check her schedule before we could confirm a time to meet again this Friday. I believe we had agreed to hold the meeting in the morning. Can you all confirm that the morning is still good. If so, can we meet at 9am?

Thank you in advance.

Omar

FOIA CONFIDENTIAL TREATMENT REQUESTED

From: Bottigheimer, Nat [mailto:NBottigheimer@wmata.com]
Sent: Thursday, September 10, 2009 10:03 PM
To: Yohance S. Fuller; Omar A. Karim; Meister, Mark K.
Cc: Maurice Perry; aives@bannekerventures.com; Tiwana Hicks; Neil.Albert@dc.gov; John Hagner; Moneme, Emeka; Marshall, Malcolm; Doggett, Rosalyn; sgoldin@intercapholdings.com
Subject: RE: Shaw-Howard/Florida Avenue Appraisal

Yohance and Omar--

I recognize neither of you may be able to review this material prior to tomorrow morning's meeting among ourselves and Banneker, but I wanted to provide our responses to Omar's comments below so that all involved in this negotiation can be aware of the positions Metro staff will be taking and the basis for these positions.

Thanks very much.

Nat

From: Yohance (EOM) Fuller [yohance.fuller@dc.gov]
Sent: Wednesday, September 09, 2009 6:28 PM
To: Omar A. Karim; Meister, Mark K.
Cc: Maurice Perry; aives@bannekerventures.com; Tiwana Hicks; Neil.Albert@dc.gov; Bottigheimer, Nat; John Hagner; Moneme, Emeka; Marshall, Malcolm; Doggett, Rosalyn
Subject: RE: Shaw-Howard/Florida Avenue Appraisal

Mark et al.,

Per an email exchange with Nat earlier today -- there are only a few outstanding items to resolve to get a term sheet in draft from and more importantly get this on October's agenda. I don't see why we can't get all stakeholders at a table and get these issues finally put to bed.

Please set up a meeting this Friday, per our conversation last week. It is imperative that we get these initial deal terms finalized by COB Friday. I am available 2:30p and anytime thereafter.

Regards,

Yohance

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Wed 9/9/2009 5:21 PM
To: 'Meister, Mark K.'
Cc: 'Bottigheimer, Nat'; 'Moneme, Emeka'; 'Doggett, Rosalyn'; 'Marshall, Malcolm'; Fuller, Yohance (EOM); Albert, Neil (EOM); 'Perry, Maurice'; 'Tiwana Hicks'; aives@bannekerventures.com; 'Hagner, John'
Subject: RE: Shaw-Howard/Florida Avenue Appraisal

Mark,

Thank you for the email with your thoughts on the basic WMATA Financial Terms. Below are our comments:

Capitalized Lease Payments
If we agree to all of the other terms, we could agree to pay the value of the capitalized lease payment of $1.98M that your appraiser put together.

Please explain why you indicated that the value of the land was absent any subsidies other than 4% tax credits. Based on our knowledge of projects that include 20% affordable housing, and as discussed with you all on several occasions, the value of the land would be zero if we had to do 20% affordable housing and then we would still need some subsidies to cover the gap. We can't think of one project in the District that includes 20% affordable housing that is paying anywhere close to what we would pay WMATA AND these projects would still need subsidies.

We would not be willing to pay WMATA any portion of any subsidies that we obtain for the project, let alone paying 80% of anything that we get. We've mentioned this many times before as we believe that no project could move forward with 20% affordable housing and pay $1.98M at closing for the land, without some public subsidies to help close the gap because of the inclusion of the affordable housing units.

Pre-Closing Payments
Okay with amounts but payments would be made quarterly.

Additional Density

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012633

This is confusing. The portion of the alley that will be closed is 1,025 SF. About ½ will be deeded to WMATA and ½ will be deeded to us as the purchasers of the adjacent parcels that are next to the alley. Since we are building a 5 story building, this would mean 512 SF x 5 stories = 2,560 SF would be attributable to WMATA land. Based on your calculations of the value of the land, this would mean that we would pay about $16 per SF or $42,000 in additional capitalized rent at Lease execution. We could agree to this increase over the $1.98M.

Annual Operating Income Participation
We would agree to 1.5% of Effective Gross Income but would not run our Debt Service Coverage at 1.25. We've never run our DSC at 1.25 as our project couldn't be financed at this rate. We are using a 1.11 DSC because HUD allows this.

Capital Event Participation
Any equity or member loans to receive a 20% return prior to WMATA receiving its 10% of net proceeds. Member loans or equity are indistinguishable. We could agree that equity or member loans not to exceed 40% of the development costs.

Term
Initial term is 60 years with an option for the Developer to extend for another 39 years. Any annual escalation after the initial term to be at 1%, not 3%.

After yesterday's meeting, we thought that we were much closer to resolving the financial issues with you all. However, based on the terms that you sent us this afternoon, it appears that you all want to continue to raise new issues and change old ones. We cannot send over a summary of open issues until we know where we are with the ones above.

We welcome meeting with you again on Friday to try to come to some agreement on these terms.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: Meister, Mark K. [mailto:MMeister@wmata.com]
Sent: Wednesday, September 09, 2009 2:54 PM
To: okarim@bannekerventures.com
Cc: Bottigheimer, Nat; Moneme, Emeka; Doggett, Rosalyn; Marshall, Malcolm
Subject: RE: Shaw-Howard/Florida Avenue Appraisal

Omar,

As discussed, please see attached Basic WMATA Financial Terms.

Mark

Mark K. Meister
Acting Director
Office of Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001
Tel: 202-962-1589
Fax: 202-962-2396
Email: mmeister@wmata.com

From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, September 09, 2009 2:38 PM
To: Meister, Mark K.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Cc: Tiwana Hicks
Subject: Re: Shaw-Howard/Florida Avenue Appraisal?

Thanks.

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Meister, Mark K."
Date: Wed, 9 Sep 2009 14:22:28 -0400
To: Omar A. Karim<okarim@bannekerventures.com>
Subject: RE: Shaw-Howard/Florida Avenue Appraisal?
Omar,

I will have it to you within the next half hour.

Mark

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, September 09, 2009 1:55 PM
To: Meister, Mark K.
Cc: 'Tiwana Hicks'
Subject: Shaw-Howard/Florida Avenue Appraisal?
Importance: High

Mark,

Any word on the update appraisal results?

Omar

Omar A. Karim
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Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012635

Doggett, Rosalyn

From: Omar Karim [okarim@bannekerventures.com]
Sent: Thursday, September 10, 2009 1:21 PM
To: Yohance S. Fuller; Meister, Mark K.; Bottigheimer, Nat
Cc: Maurice Perry; Anthony James Ives; Tiwana Hicks; Doggett, Rosalyn
Subject: Re: Jazz @ Florida

Great. See you all tomorrow @ 9am.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Meister, Mark K."
Date: Thu, 10 Sep 2009 13:10:07 -0400
To: Omar A. Karim<okarim@bannekerventures.com>; Yohance S. Fuller<Yohance.Fuller@dc.gov>; Bottigheimer, Nat<NBottigheimer@wmata.com>
Subject: RE: Jazz @ Florida
Omar,

Let's do 9 am.

Mark

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, September 10, 2009 1:03 PM
To: Yohance S. Fuller; Meister, Mark K.; Bottigheimer, Nat
Cc: Maurice' 'Perry; 'Anthony James Ives'; 'Tiwana Hicks'; Doggett, Rosalyn
Subject: RE: Jazz @ Florida

Mark,

Can we meet at 9am or after 2pm as Maurice Perry of BoA has a call at 11 that he can't get out of and will have to leave by 10:30/10:45.

Omar

From: Meister, Mark K. [mailto:MMeister@wmata.com]
Sent: Thursday, September 10, 2009 12:40 PM
To: okarim@bannekerventures.com; Yohance S. Fuller; Bottigheimer, Nat
Cc: Anthony James Ives; Tiwana Hicks; Doggett, Rosalyn
Subject: RE: Jazz @ Florida

Omar,

We are available to meet at 10:00 tomorrow at our office.

Mark

Mark K. Meister
Acting Director
Office of Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001
Tel: 202-962-1589
Fax: 202-962-2396
Email: mmeister@wmata.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, September 09, 2009 7:27 PM
To: Yohance S. Fuller; Bottigheimer, Nat
Cc: Anthony James Ives; Tiwana Hicks; Meister, Mark K.
Subject: Re: Jazz @ Florida

Nat,

Based on the Financial Summary you sent us this afternoon and our comment to it, I believe it would be prudent meet on Friday. There are a number of new and old issues that you raised in the Summary which we cannot do because the economics will not allow us. I am avail anytime except 1-2 on Friday. Please let me know if you can meet on Friday.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Bottigheimer, Nat"
Date: Wed, 9 Sep 2009 15:59:18 -0400
To: Yohance S. Fuller<Yohance.Fuller@dc.gov>;
okarim@bannekerventures.com<okarim@bannekerventures.com>
Subject: RE: Jazz @ Florida
We actually met yesterday, Yohance, and today we sent a number to Omar based on the 50% AMI, 20% affordable, and our appraised value. Omar agreed to send back to us a list of items that are still outstanding and also those items that have been agreed to. Yesterday, we identified only a few major outstanding items. The first task was to get agreement on those from a terms sheet point of view, and after that to tackle the more detailed jda issues.

From: Yohance (EOM) Fuller [mailto:yohance.fuller@dc.gov]
Sent: Wednesday, September 09, 2009 3:51 PM
To: okarim@bannekerventures.com; Bottigheimer, Nat
Subject: Jazz @ Florida

Gents,

Thanks for keeping me in the loop regarding the Jazz @ Florida Avenue project. Per our conversation last week, do you both still plan to meet on Friday to has out the term sheet details?

Please advise,

Yohance

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From:	Omar A. Karim [okarim@bannekerventures.com]
Sent:	Tuesday, September 08, 2009 12:13 PM
To:	Montague, Joshua W.
Cc:	Maurice' 'Perry; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; Doggett, Rosalyn; John' 'Hagner; Moneme, Emeka; Marshall, Malcolm; Meister, Mark K.; Bottigheimer, Nat
Subject:	The Jazz @ Florida Avenue - Comments to JDA and Elevations and Sections
Attachments:	WINSTON-#4178271-v2-Joint_Development_Agreement_for_The_Jazz_@_Florida_Avenue.DOC; WINSTON-#4178271-v1&2-Joint_Development_Agreement_for_The_Jazz_@_Florida_Avenue.DOC; WINSTON-#4178303-v2-Joint_Development_Agreement_Definitions_for_The_Jazz_@_Florida_Avenue.DOC; WINSTON-#4178303-v1&2-Joint_Development_Agreement_Definitions_for_The_Jazz_@_Florida_Avenue.DOC; Jazz @ Florida Avenue - Elevations and Sections (as of 9-8-09).pdf

Josh,

As promised, we attach for your review the following:

1. Revised JDA;
2. Redline of the JDA showing all changes from the latest version that WMATA sent us;
3. Revised Definitions/Defined Terms for the JDA
4. Redline of the Definitions/Defined Terms showing all changes from the latest version that WMATA sent us
5. Latest Elevations and Sections from Torti Gallas

Our attorney, John Hagner, provided footnotes to many of the changes in the document which should clarify why changes were made to the documents. The revised JDA addresses most, if not all, of the principal elements of the deal, including the proposed financial structure, how the adjacent parcels will be handled, etc. As discussed, we are proposing to pay the entire Base Rent for the 60-year Initial Term under a capitalized lease structure in addition to paying WMATA a % of Effective Gross Income. The balance of the issues are properly addressed in the Lease which we expect to get over to you by the end of the week if not by early next week. However, we believe that significant progress can be made with the revised JDA. Other than the JDA, Lease and Elevations and Sections, I believe this is all of the information that we promised you all except the updated pro forma which we will provide as soon as we get the updated results of the appraisal from you all. As mentioned to Nat, Marshall and Yohance, it will take a few days for us to turn the pro forma around after we receive the results of the appraisal. We have already began updating it and if we get the results today, we should be able to send you all something by Thursday or Friday at the latest.

My best,

Omar

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Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Thursday, September 03, 2009 5:45 PM
To: Marshall, Malcolm
Cc: 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; Doggett, Rosalyn; Meister, Mark K.; Bottigheimer, Nat
Subject: RE: Shaw Howard Sites

Importance: High

Marshall,

Thank you for the information. When do you expect to receive a draft of the appraisal? Can you explain how the appraiser came up with the $271,000 in fixed rent with 20% affordable housing at 50% AMI. This seems very high considering for example if the market rate rent for the project is $2.50 per SF and the affordable rate rent is $1.10 per SF, the different in income that a project could generate because of the affordable units is $1.40 per SF. If we have 20 units of affordable housing (the project actually has 26, but WMATA's portion is 20 since it represents 79% of the project) and we assume that each unit is 1000 gross SF, this would give us 20,000 gross SF of affordable housing allocated to WMATA. If we then multiplied the net loss per SF ($1.40) b/c of the inclusion of the affordable units by the gross affordable SF (20,000), this would give us $28,000 net loss per month or $336,000 net loss per year due to the inclusion of the affordable units. These calculations don't even include any concessions which every new apartment project in the District is offering (2-3 months free rent, free parking, no amenity fee, etc. Please see last week's Washington Post article dated August 25, 2009 by Dina El Boghdady "Concessions Help Upscale Buildings Fill Apartments"). If the appraiser initially gave you a value of $375,000 in rent per year for a 92% market-rate and 8% IZ (at 80% AMI) project, including the 20% affordable units at 50% AMI rent would result in a much lower rent than the $271,000 that you sent us. Can you provide some detail (as requested earlier, such as discount rate used, cost of the project due to the WMATA tunnels, rent assumptions for the market and affordable units, etc.) as we are still somewhat confused as to how the appraiser came up with this new value.

Thank you in advance.

Omar

From: Marshall, Malcolm [mailto:MMarshall@wmata.com]
Sent: Thursday, September 03, 2009 4:41 PM
To: Omar A. Karim
Cc: 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; Meister, Mark K.; Bottigheimer, Nat; Doggett, Rosalyn
Subject: RE: Shaw Howard Sites

We have not as yet received a draft of the appraisal. Applying the Duke Plan 20% affordable housing requirement, base rent can be estimated at a fixed rent of $271,000 for 60 years plus 1% of gross revenue per year and 2% of the net proceeds from refinancing or sales.

If the base, fixed rent of $271,000 for 60 years is paid in a lump sum, the rent would be $4,175,000.

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, September 03, 2009 1:07 PM
To: Marshall, Malcolm
Cc: 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; Meister, Mark K.; Bottigheimer, Nat; Doggett, Rosalyn
Subject: RE: Shaw Howard Sites

Marshall,

When you send the results of the appraisal, please provide us with the assumptions that the appraiser used (i.e., any discount rate used, cap rate, assumed cost of the project, cost of impact of designing and building a project on WMATA tunnels, etc.). Thank you.

Omar

From: Marshall, Malcolm [mailto:MMarshall@wmata.com]
Sent: Thursday, September 03, 2009 12:11 PM
To: Omar A. Karim
Cc: Meister, Mark K.; Doggett, Rosalyn
Subject: RE: Shaw Howard Sites

So we can complete the appraisal under a 20% affordable housing scenario can you please provide details on the tax credits you mentioned. 4%? 9%? Have the tax credits have been awarded, by what agency, date of agency and Council action, if known, etc. Thanks - Malcolm

FOIA CONFIDENTIAL TREATMENT REQUESTED

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, September 02, 2009 6:26 PM
To: Marshall, Malcolm; Bottigheimer, Nat
Cc: 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; Lawson, Arthuro V.; Moneme, Emeka; Meister, Mark K.; Doggett, Rosalyn
Subject: RE: Shaw Howard Sites
Importance: High

Nat,

Thank you for your email. I look forward to hearing from Mark. My office # is 202-393-5460 and my cell # is 301-523-1810. I am still unclear whether the appraisal includes 20% affordable housing in it or not; can you or Mark clarify this for us.

As for the affordability in the project, for more than a year, we have been working with 20% affordable housing as the requirement in the project which the DUKE Plan requires as a minimum. As you may know, tax credit guidelines require a minimum of 20% affordable housing requirement at 50% Area Median Income. Thus, if you all are changing the affordable housing requirement, or want to change the requirement (although I don't think a project can get approved by the Office of Planning w/o this 20% in the DUKE area), please advise AS SOON AS POSSIBLE as our financing would be adversely affected by this as we would automatically loose any tax credits that we were expecting.

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Again, thank you for reaching out. I look forward to hearing from you and Mark.

Omar

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Please let us know when we might expect to receive this information.

Omar

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okarim@bannekerventures.com

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Cc: Doggett, Rosalyn; Meister, Mark K.; Bottigheimer, Nat
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Subject: RE: Shaw Howard Sites
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Again, thank you for reaching out. I look forward to hearing from you and Mark.

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Subject: Re: Shaw Howard Sites

Omar-

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To: Marshall, Malcolm
Cc: 'Tiwana Hicks' ; Neil.Albert@dc.gov; Yohance S. Fuller; Bottigheimer, Nat; Moneme, Emeka; Meister, Mark K.; Doggett, Rosalyn
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Please let us know when we might expect to receive this information.

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012643

From: Marshall, Malcolm [mailto:MMarshall@wmata.com]
Sent: Wednesday, September 02, 2009 3:58 PM
To: OKarim@BannekerVentures.com
Cc: Doggett, Rosalyn; Meister, Mark K.; Bottigheimer, Nat
Subject: Shaw Howard Sites

We have not as yet received a draft of the appraisal of the above property. However, based on discussions with the appraiser, the base market rental for the lease of the above property, assuming a lease structure with a fixed rental for 60 years plus rent participation equal to 1% of gross revenue per year and 2% of the net proceeds from refinancing or sales, is estimated at $375,000 per year. In his evaluation the appraiser assumed 124,000 SF of density to be used for the combined sites and made downward rental adjustments for additional costs associated with building over the WMATA tunnel and for mandatory IZ requirements.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Thursday, September 03, 2009 1:01 PM
To: Marshall, Malcolm
Cc: 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; Doggett, Rosalyn; Moneme, Emeka; Meister, Mark K.; Bottigheimer, Nat
Subject: RE: Shaw Howard Sites

Importance: High

Malcolm,

I'm not sure why the appraiser would need this information to complete his work. The zoning requirement that 20% of the units be affordable at 50% of AMI is not based on what type of gap financing a project might apply for as no project that includes affordable housing is assured that it would receive any gap financing. This 20% should simply be reflected in the value that the appraiser comes up with. If the appraiser has never appraised land that includes affordable housing like this before, then that is a different question. We would be more than happy to walk the appraiser through the process that it should use.

For our project, we have explored both 4% and 9% low income housing tax credits. Because of the lack of investors in the 4% market, we applied to DHCD for 9% credits. Several weeks ago, we were notified that our project has been sent to DHCD's underwriters for further review. As you may know, the underwriting process with DHCD can be particularly tight b/c so many projects apply for funding each year, and particularly this last year. As such, we will not know how much credits we will receive for at least several weeks at best. Our kick-off meeting with DHCD to discuss next steps, Council action, etc. is scheduled for next Wednesday.

If the appraiser would like to speak with us, we are available all day.

We look forward to hearing from you all with the results of the updated appraisal.

Omar

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Sent: Thursday, September 03, 2009 12:11 PM
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So we can complete the appraisal under a 20% affordable housing scenario can you please provide details on the tax credits you mentioned. 4%? 9%? Have the tax credits have been awarded, by what agency, date of agency and Council action, if known, etc. Thanks - Malcolm

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Sent: Wednesday, September 02, 2009 6:26 PM
To: Marshall, Malcolm; Bottigheimer, Nat
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Subject: RE: Shaw Howard Sites
Importance: High

Nat,

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012645

As for the affordability in the project, for more than a year, we have been working with 20% affordable housing as the requirement in the project which the DUKE Plan requires as a minimum. As you may know, tax credit guidelines require a minimum of 20% affordable housing requirement at 50% Area Median Income. Thus, if you all are changing the affordable housing requirement, or want to change the requirement (although I don't think a project can get approved by the Office of Planning w/o this 20% in the DUKE area), please advise AS SOON AS POSSIBLE as our financing would be adversely affected by this as we would automatically loose any tax credits that we were expecting.

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Again, thank you for reaching out. I look forward to hearing from you and Mark.

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Omar-

I'm asking Mark Meister to reach out to you to address your questions about the appraisal parameters. I believe Mark is out of the office now, but he can call you first thing tomorrow morning.

I've already spoken with Mark about the 8 percent / 20 percent issue. We need to take to the Board an agreement that's based on the Duke Plan goals as you point out, but if ultimately the project has lower affordable housing requirements than that, we need to be able to reflect that in our final agreement. For these immediate purposes, we will modify the lease payments accordingly, but subject to Board approval of course and also subject to the final affordable housing requirement.

We may need to meet all together in the coming days to hash out details for an October Board committee item. I will participate in such a meeting as needed to make sure Metro provides information needed to hit the October target.

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To: Marshall, Malcolm
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Mr. Marshall,

This is very confusing. Is the $375,000 lease payment exclusive of (1) rent participation and (2) share of proceeds or is the appraiser saying that if the 1% rent participation and 2% net proceeds was included, the estimated flat lease payment would be $375,000?

Also, your email does not state that the appraisal includes the 20% affordable housing at 50% of AMI. Since zoning for the site (which is governed by the DUKE Plan) requires a **minimum of 20% affordable housing**, coupled with the WMATA Board requirement that 20% affordable housing be included in the project per the amendment to the Board approval of

FOIA CONFIDENTIAL TREATMENT REQUESTED

our Term Sheet back in July 2008 and subsequent meeting with Chairman Graham, please have the appraiser provide you with what a lease payment would be with this 20% affordable housing requirement and forward the results to us. We cannot begin to provide WMATA with a pro forma until we get the results of the appraisal which includes 20% affordable housing at 50% AMI. We are at a lost of why **more than 90 days** after WMATA stated that it needed a new appraisal to justify our lease payments that you all still do not have the results of a comprehensive appraisal in hand.

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Please let us know when we might expect to receive this information.

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FOIA CONFIDENTIAL TREATMENT REQUESTED

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Sent: Thursday, September 03, 2009 10:56 AM
To: Meister, Mark K.
Cc: Tiwana Hicks; Malcolm Marshall; Neil.Albert@dc.gov; Yohance S. Fuller; Doggett, Rosalyn; Lawson, Arthuro V.; Bottigheimer@wmata.com; Moneme, Emeka
Subject: Re: Shaw Howard Sites

Follow Up Flag: Follow up
Flag Status: Completed

Mark,

Thank you for the call today. As discussed, the results of the appraisal number that Marshall provided to us yesterday did not include the 20% affordable housing requirement as mandated by the DUKE Plan. You mentioned that you requested from the appraiser yesterday afternoon that they provide an updated appraisal which includes the 20% afford housing @ 50% AMI and that you plan on forwarding the results of the appraisal later today. Thank you; we look forward to receiving this information.

As soon as we receive the results, we will provide you with an elevation and sections, a new pro forma, terms of the financial structure (capitalized lease) and how the WMATA and adjacent properties which we control will be handled under one development; you should receive this information by next Thursday in anticipation of the mtv bt WMATA and BV/BACDC next Friday to begin getting to a final agreement on the final terms of the deal.

In addition, by tomorrow you will receive our full comments to the JDA. By next week, you will our full comments to the Lease.

Finally, as discussed, we are hoping to get all terms of the JDA and Lease agreed to by WMATA and BV/BACDC in the coming weeks so as to get these docs approved by the committee and Board at the October Board meeting. As discussed earlier this morning, if we don't go to the Board in October, we risk loosing our tax credits as the project has to be put into service w/n 24 months of award. Thus, any further delay would certainly put our ability to deliver this project in jeopardy.

Omar

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From: "Bottigheimer, Nat"
Date: Wed, 2 Sep 2009 17:50:35 -0400
To: 'okarim@bannekerventures.com'<okarim@bannekerventures.com>; Marshall, Malcolm<MMarshall@wmata.com>
Subject: Re: Shaw Howard Sites

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Cc: Doggett, Rosalyn; Meister, Mark K.; Bottigheimer, Nat
Subject: Shaw Howard Sites

We have not as yet received a draft of the appraisal of the above property. However, based on discussions with the appraiser, the base market rental for the lease of the above property, assuming a lease structure with a fixed rental for 60 years plus rent participation equal to 1% of gross revenue per year and 2% of the net proceeds from refinancing or sales, is estimated at $375,000 per year. In his evaluation the appraiser assumed 124,000 SF of density to be used for the combined sites and made downward rental adjustments for additional costs associated with building over the WMATA tunnel and for mandatory IZ requirements.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Wednesday, September 02, 2009 6:26 PM
To: Marshall, Malcolm; Bottigheimer, Nat
Cc: 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; Doggett, Rosalyn; Lawson, Arthuro V.; Moneme, Emeka; Meister, Mark K.
Subject: RE: Shaw Howard Sites

Importance: High

Nat,

Thank you for your email. I look forward to hearing from Mark. My office # is 202-393-5460 and my cell # is 301-523-1810. I am still unclear whether the appraisal includes 20% affordable housing in it or not; can you or Mark clarify this for us.

As for the affordability in the project, for more than a year, we have been working with 20% affordable housing as the requirement in the project which the DUKE Plan requires as a minimum. As you may know, tax credit guidelines require a minimum of 20% affordable housing requirement at 50% Area Median Income. Thus, if you all are changing the affordable housing requirement, or want to change the requirement (although I don't think a project can get approved by the Office of Planning w/o this 20% in the DUKE area), please advise AS SOON AS POSSIBLE as our financing would be adversely affected by this as we would automatically loose any tax credits that we were expecting.

Also, we would welcome getting together in the coming days with you and your team to hash out details of the deal. If we do this, I am confident that we can hammer out what's needed to get the Joint Development Agreement and Lease to the Board at the October meeting, as oppose to simply asking the Board to approve another Term Sheet, in which case, this would certainly further delay the project, and most certainly expose us to the risk of loosing any tax credits that we may get as the tax credit guidelines require that any project that receive tax credits be put into service within 24 months of award of such credits.

Again, thank you for reaching out. I look forward to hearing from you and Mark.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: Bottigheimer, Nat [mailto:NBottigheimer@wmata.com]
Sent: Wednesday, September 02, 2009 5:51 PM
To: 'okarim@bannekerventures.com'; Marshall, Malcolm
Cc: 'thicks@bannekerventures.com'; Neil.Albert@dc.gov; Yohance S. Fuller; Moneme, Emeka; Meister, Mark K.; Doggett, Rosalyn; Lawson, Arthuro V.
Subject: Re: Shaw Howard Sites

Omar-

I'm asking Mark Meister to reach out to you to address your questions about the appraisal parameters. I believe Mark is out of the office now, but he can call you first thing tomorrow morning.

I've already spoken with Mark about the 8 percent / 20 percent issue. We need to take to the Board an agreement that's based on the Duke Plan goals as you point out, but if ultimately the project has lower affordable housing requirements than that, we need to be able to reflect that in our final agreement. For these immediate purposes, we will modify the lease payments accordingly, but subject to Board approval of course and also subject to the final affordable housing requirement.

We may need to meet all together in the coming days to hash out details for an October Board committee item. I will participate in such a meeting as needed to make sure Metro provides information needed to hit the October target.

Best wishes,

FOIA CONFIDENTIAL TREATMENT REQUESTED

Nat

From: Omar A. Karim
To: Marshall, Malcolm
Cc: 'Tiwana Hicks' ; Neil.Albert@dc.gov; Yohance S. Fuller; Bottigheimer, Nat; Moneme, Emeka; Meister, Mark K.; Doggett, Rosalyn
Sent: Wed Sep 02 17:01:17 2009
Subject: RE: Shaw Howard Sites
Mr. Marshall,

This is very confusing. Is the $375,000 lease payment exclusive of (1) rent participation and (2) share of proceeds or is the appraiser saying that if the 1% rent participation and 2% net proceeds was included, the estimated flat lease payment would be $375,000?

Also, your email does not state that the appraisal includes the 20% affordable housing at 50% of AMI. Since zoning for the site (which is governed by the DUKE Plan) requires a **minimum of 20% affordable housing**, coupled with the WMATA Board requirement that 20% affordable housing be included in the project per the amendment to the Board approval of our Term Sheet back in July 2008 and subsequent meeting with Chairman Graham, please have the appraiser provide you with what a lease payment would be with this 20% affordable housing requirement and forward the results to us. We cannot begin to provide WMATA with a pro forma until we get the results of the appraisal which includes 20% affordable housing at 50% AMI. We are at a lost of why **more than 90 days** after WMATA stated that it needed a new appraisal to justify our lease payments that you all still do not have the results of a comprehensive appraisal in hand.

Moreover, since we are proposing to capitalize our lease payments, please also ask the appraiser what a capitalized lease payment would be under the above assumptions.

Finally, as you may know, it is **1 ½ years** after we negotiated a Term Sheet with WMATA and we seem to be no closer today than where we were back in March 2008. This is extremely discouraging as we have been working in good faith to get this deal done expending more than $600,000 in legal, design and other fees to date. As a local, small, minority-owned development firm, these delays have severely increased the risk that our financing and JV partner might walk should the delays continue.

Please let us know when we might expect to receive this information.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: Marshall, Malcolm [mailto:MMarshall@wmata.com]
Sent: Wednesday, September 02, 2009 3:58 PM
To: OKarim@BannekerVentures.com
Cc: Doggett, Rosalyn; Meister, Mark K.; Bottigheimer, Nat
Subject: Shaw Howard Sites

We have not as yet received a draft of the appraisal of the above property. However, based on discussions with the appraiser, the base market rental for the lease of the above property, assuming a lease structure with a fixed rental for 60 years plus rent participation equal to 1% of gross revenue per year and 2% of the net proceeds from refinancing or sales, is estimated at $375,000 per year. In his evaluation the appraiser assumed 124,000 SF of density to be used for the combined sites and made downward rental adjustments for additional costs associated with building over the WMATA tunnel and for mandatory IZ requirements.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Thursday, December 11, 2008 3:55 PM
To: Doggett, Rosalyn
Cc: thicks@bannekerventures.com; eric.smart@bolansmart.com; Washington, Joel R.
Subject: Jazz @ Florida Avenue - Updated Proforma
Attachments: Jazz - Afford Analysis (as of 12-11-08).xls

Ms. Doggett,

Based on our conversation last week and in preparation of tomorrow's 3pm meeting, we attach for your review the latest pro forma for the Jazz @ Florida Avenue project. The pro forma reflects the following:

- 20% affordable units
- 4.5 FAR
- 94% efficiency in the retail space
- $150,000 annual lease payment
- $100,000 security deposit
- $100,000 pre-lease payments

Based on the above, the actual yield for the project yield is 8.94% although the target yield is a minimum of 17%. The return is also -$11M.

We look forward to discussing with you tomorrow.

My best,

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012652

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, December 11, 2008 11:19 AM
To: eric.smart@bolansmart.com
Subject: Fwd: Re: Omara Question

I'd like to see the reply first. In fact, call me because I have an update on a meeting withthe Deputy Mayor last week where we discussed this. Thanks.

Rosalyn P. Doggett
Washington Metropolitan Area Transit Authority 600 Fifth St, NW Washington, DC 20001
Phone: 202 962 2208
Fax: 202 962 2396
rdoggett@wmata.com

>>> <eric.smart@bolansmart.com> 12/11/2008 11:03 AM >>>
Roz

Got this request from Omara. Presume fine for BSA to respond, but want to confirm background with you. Any comment / update / guidance?

Thanks, Eric

-- Forwarded message from okarim@bannekerventures.com -- Eric,

We are updating the Jazz @ Florida Avenue's pro forma to reflect WMATA staff's agreement to write-down the lease to reflect the 20% affordable housing in the project. As such, can you answer the following questions based on your previous comments to the pro forma which you highlighted on the pro forma in one of our recent mtgs;

1. Pls provide your opinion on how much per SF we could get for the market units?

2. What rate and amortization term do you think would be appropriate for the debt?

Thanks.

Omar

------Original Message------
From: Eric Smart
Sender: Eric Smart
To: Omar A. Karim
Subject: Question
Sent: Dec 8, 2008 10:14 PM

Omar

Per your phone message from late last week would appreciate if you posed in email.

Thanks, Eric
--
Eric Smart, Bolan Smart Associates, Inc.
1250 24th Street, NW, Suite 300, Washington, DC 20037 202-776-7740 (direct), 202-841-2227 (cell), 202-371-1333 (BSA general) www.bolansmart.com

Sent from my BlackBerryâ€"smartphone with SprintSpeed

-- end forwarded message --

--
Eric Smart, Bolan Smart Associates, Inc.
1250 24th Street, NW, Suite 300, Washington, DC 20037 202-776-7740 (direct), 202-841-2227 (cell), 202-371-1333 (BSA general) www.bolansmart.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012653

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Tuesday, December 02, 2008 9:33 AM
To: Doggett, Rosalyn
Cc: thicks@bannekerventures.com; 'Lewin', 'Devorah'; 'Flynn', 'Guy'; 'Bryant', 'Seth'
Subject: RE: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments

Thank you.

Omar

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Tuesday, December 02, 2008 9:18 AM
To: Omar A. Karim
Subject: RE: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments

I had expected it to go out Wed or yesterday. I am following up.

>>> "Omar A. Karim" <okarim@bannekerventures.com> 12/1/2008 3:51 PM >>>
Ms. Doggett,

Any word on comments to the JDA/Lease?

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Friday, November 21, 2008 4:22 PM
To: Omar A. Karim
Cc: thicks@bannekerventures.com; Devorah' 'Lewin; Guy' 'Flynn; Seth'
'Bryant; Joel R. Washington; Joshua W. Montague
Subject: Re: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments

We'll do what you suggest in your last sentence. I would hope that we can get you our comments later next week and meet the following week. We will aim for that.

>>> "Omar A. Karim" <okarim@bannekerventures.com> 11/21/2008 9:35 AM >>>
Ms. Doggett,

Our counsel believes it would be best to meet after we have received the redlined version of your comments. As such, if you are able to provide them by today or early Monday, we could meet Tuesday morning. Otherwise, lets meet after Josh has received and incorporated all your comments.

Thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Friday, November 21, 2008 9:36 AM
To: Doggett, Rosalyn
Cc: thicks@bannekerventures.com; 'Lewin, Devorah'; 'Flynn, Guy'; 'Bryant, Seth'; Montague, Joshua W.; Washington, Joel R.
Subject: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments

Importance: High

Ms. Doggett,

Our counsel believes it would be best to meet after we have received the redlined version of your comments. As such, if you are able to provide them by today or early Monday, we could meet Tuesday morning. Otherwise, lets meet after Josh has received and incorporated all your comments.

Thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Monday, November 10, 2008 1:31 PM
To: Washington, Joel R.; Doggett, Rosalyn
Subject: Ridership Information for Shaw/Howard Metro and U Street Metro

Importance: High

Ms. Doggett and Mr. Washington,

Can you please send us ridership information for the Shaw/Howard Metro stop (north-east entrance) and U Street/Cardozo Metro stop (11th Street entrance), as well as the bus ridership information for 7th and Florida Avenue. Thank you.

Also, any word on your discussions with the FTA?

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012658

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, October 24, 2008 10:52 AM
To: Montague, Joshua W.
Cc: Washington, Joel R.
Subject: Omar Karim- meeting still on

Says he will bring over doc. comments today, still wants to have the meeting. Also, he met with Neil Albert about affordable housing and will relay what Mr. Albert told him. He will try to correct the pro forma matters before then and send to us.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Monday, October 20, 2008 4:29 PM
To: Doggett, Rosalyn
Cc: Washington, Joel R.
Subject: Howard-Shaw/Florida Avenue Meeting

Ms. Doggett,

Last week when we discussed having the follow-up meeting this Thursday, I did not have my calendar with me. As I look at it for this week, I will not be able to meet with you all on Thursday. Would it be possible for us to meet on Wednesday (anytime) or Friday (anytime after 2pm). Thank you for your understanding.

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Thursday, October 16, 2008 8:08 PM
To: Doggett, Rosalyn
Cc: Washington, Joel R.
Subject: Jazz @ Florida Avenue - Budget and Pro forma w/ Affordability Analysis
Attachments: Jazz - Afford Analysis (6 0FAR w 20% afford) as of 10-16-08 (Autosaved).xls

Importance: High

Ms. Doggett,

As promised at today's meeting, we attach for your review a copy of the budget and pro forma showing the affordable unit inclusion in the project and the impact thereof. For your convenience, I have highlighted in yellow cells on the Summary page which by changing them will show you the impact that the change will have on the entire pro forma. Please call or email me should you, Bolan or anyone else have questions. We look forward to discussing this with you next Thursday and hopefully getting to an agreement on these important terms in the coming weeks.

Thank you for all of your work in bringing this project along.

My sincerest thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Friday, October 10, 2008 1:09 PM
To: okarim@bannekerventures.com; Doggett, Rosalyn
Subject: Accepted: Shaw Howard Florida Avenue JDA and Lease Form
Attachments: meeting.ics

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Tuesday, October 07, 2008 5:51 PM
To: okarim@bannekerventures.com; Montague, Joshua W.
Cc: Devorah.Lewin@dlapiper.com; Bryant, Seth; Doggett, Rosalyn
Subject: Re: Florida Avenue: Draft of the JDA / Lease

Josh,

Please confirm that since there was a delay in getting the docs to us that the time period for getting this done (as per the Term Sheet) is extended.

Thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell

-----Original Message-----
From: "Joshua W. Montague" <jwmontague@wmata.com>

Date: Tue, 07 Oct 2008 10:49:26
To: <okarim@bannekerventures.com>
Cc: <Devorah.Lewin@dlapiper.com>; Rosalyn Doggett<rdoggett@wmata.com>
Subject: Florida Avenue: Draft of the JDA / Lease

Hi Omar,

Here is the draft of the Joint Development Agreement and Lease for the development of the Florida Avenue properties.

Please do not hesitate to contact me with any questions or comments.

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority 600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

The information contained in this email may be confidential and/or legally privileged. It has been sent for the sole use of the intended recipient(s). If the reader of this message is not an intended recipient, you are hereby notified that any unauthorized review, use, disclosure, dissemination, distribution, or copying of this communication, or any of its contents, is strictly prohibited. If you have received this communication in error, please contact the sender by reply email and destroy all copies of the original message.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012663

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Tuesday, October 07, 2008 10:54 AM
To: Montague, Joshua W.
Cc: Devorah.Lewin@dlapiper.com; Doggett, Rosalyn
Subject: RE: Florida Avenue: Draft of the JDA / Lease

Thank you. We will review and get back with you in the coming days/week.

Omar

-----Original Message-----
From: Joshua W. Montague [mailto:jwmontague@wmata.com]
Sent: Tuesday, October 07, 2008 10:49 AM
To: okarim@bannekerventures.com
Cc: Devorah.Lewin@dlapiper.com; Rosalyn Doggett
Subject: Florida Avenue: Draft of the JDA / Lease

Hi Omar,

Here is the draft of the Joint Development Agreement and Lease for the development of the Florida Avenue properties.

Please do not hesitate to contact me with any questions or comments.

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority 600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

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If the reader of this message is not an intended recipient, you are hereby notified that any unauthorized review, use, disclosure, dissemination, distribution, or copying of this communication, or any of its contents, is strictly prohibited. If you have received this communication in error, please contact the sender by reply email and destroy all copies of the original message.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012664

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Monday, October 06, 2008 1:47 PM
To: Doggett, Rosalyn
Subject: FW: Follow-up re: LEED Certification and Affordability Impact on Florida Avenue Project
Attachments: Jazz - Analysis (6.0FAR w LEED certification and 20% affordable units).pdf; Jazz - Analysis (4.5FAR w no LEED certification and all market-rate units).pdf

Importance: High

Ms. Doggett,

Any word on when we might receive the draft JDA and Lease? One of our counsel will be out of town all next week and we would love to get the negotiations going as soon as possible.

Thanks.

Omar

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, October 02, 2008 7:09 PM
To: 'Rosalyn Doggett'
Cc: 'Joel R. Washington'
Subject: Follow-up re: LEED Certification and Affordability Impact on Florida Avenue Project
Importance: High

Ms. Doggett,

As a follow-up to our meeting last Friday, attached please find an updated analysis of the impact of the LEED certification and affordable unit inclusion on the Jazz @ Florida Avenue project. In sum, based on the LEED and affordable requirements imposed on the project, to keep us in the same financial situation that we were in prior to these impositions, the following changes would have to be made:

- Project would increase from 4.5 FAR to 6.0 FAR w/ no impact to any payments to WMATA
- Affordable Units: Increase from 0% affordable units to 20% affordable at 50% AMI
- Rents: Decrease from $3/SF to $2.70/SF (market rate) and $1.20/SF (affordable units)
- LEED Certification: 2.5% of hard costs which is $959k reduction in available proceeds
- WMATA Share of Profit upon sale of Project: Decrease from 10% to 0% of potential profit
- Annual Lease Payment: Decrease from $597k/year to $205k/year
- Security Deposit: Decrease from $250k to $50k
- Pre-Lease Payment: Decrease from $345k to $100k

We would like to schedule a follow-up meeting next week to discuss these impacts. Also, when should we expect to receive drafts of the JDA and lease?

Looking forward to speaking with you soon.

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012665

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Thursday, October 02, 2008 7:09 PM
To: Doggett, Rosalyn
Cc: Washington, Joel R.
Subject: Follow-up re: LEED Certification and Affordability Impact on Florida Avenue Project
Attachments: Jazz - Analysis (6.0FAR w LEED certification and 20% affordable units).pdf; Jazz - Analysis (4.5FAR w no LEED certification and all market-rate units).pdf

Importance: High

Ms. Doggett,

As a follow-up to our meeting last Friday, attached please find an updated analysis of the impact of the LEED certification and affordable unit inclusion on the Jazz @ Florida Avenue project. In sum, based on the LEED and affordable requirements imposed on the project, to keep us in the same financial situation that we were in prior to these impositions, the following changes would have to be made:

- Project would increase from 4.5 FAR to 6.0 FAR w/ no impact to any payments to WMATA
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- Rents: Decrease from $3/SF to $2.70/SF (market rate) and $1.20/SF (affordable units)
- LEED Certification: 2.5% of hard costs which is $959k reduction in available proceeds
- WMATA Share of Profit upon sale of Project: Decrease from 10% to 0% of potential profit
- Annual Lease Payment: Decrease from $597k/year to $205k/year
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- Pre-Lease Payment: Decrease from $345k to $100k

We would like to schedule a follow-up meeting next week to discuss these impacts. Also, when should we expect to receive drafts of the JDA and lease?

Looking forward to speaking with you soon.

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Tuesday, September 23, 2008 5:30 PM
To: Doggett, Rosalyn
Subject: RE: meeting

Can we say 9:30 on Friday?

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Tuesday, September 23, 2008 5:09 PM
To: okarim@bannekerventures.com
Subject: meeting

Friday at either 9 or 10 seems best. I would need to leave @ 11. Joel is only free in the a.m.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Tuesday, August 05, 2008 2:20 PM
To: Montague, Joshua W.
Cc: Flynn', 'Guy; Bryant', 'Seth; Washington, Joel R.; Doggett, Rosalyn
Subject: RE: Florida Avenue project - Draft JDA/Lease

Josh,

Sounds fine. Thanks. Please let us know if you have any questions.

Omar

-----Original Message-----
From: Joshua W. Montague [mailto:jwmontague@wmata.com]
Sent: Tuesday, August 05, 2008 2:08 PM
To: okarim@bannekerventures.com
Cc: Guy Flynn; Seth Bryant; Joel R. Washington; Rosalyn Doggett
Subject: Re: Florida Avenue project - Draft JDA/Lease

Hi Omar,

I am still getting up to speed. I am hoping to have a draft for you before the end of the week.

Please let me know if this will cause problems.

Thank you,

Josh Montague

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Monday, August 04, 2008 4:39 PM
To: Biondi, Marc E.
Cc: Flynn', 'Guy; seth.bryant@dlapiper.com; Washington, Joel R.; Doggett, Rosalyn
Subject: Florida Avenue project - Draft JDA/Lease

Marc,

Welcome back. Any word on the draft JDA/Lease for the Howard-Shaw/Florida Avenue project?

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012669

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Tuesday, July 29, 2008 3:12 PM
To: Doggett, Rosalyn
Cc: Biondi, Marc E.
Subject: RE: Adj # 250819 Work Plans - Soil Borings & Structure Monitoring Plans

Rosalyn,

Thank you for the information.

Omar

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Tuesday, July 29, 2008 2:40 PM
To: okarim@bannekerventures.com
Cc: Marc E. Biondi
Subject: Fwd: Adj # 250819 Work Plans - Soil Borings & Structure Monitoring Plans

Per your request, Tariq located these documents for you to use as models.
Please check with him to make sure that they are complete.

>>> Joseph Bundy 7/29/2008 7:41 AM >>>
Good Morning Tariq;

Following up on your voice mail, attached find the above noted documents for your use.

Joe.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Thursday, July 24, 2008 2:29 PM
To: Doggett, Rosalyn
Cc: warren@bannekerventures.com; guy.flynn@dlapiper.com; seth.bryant@dlapiper.com; Biondi, Marc E.; Washington, Joel R.
Subject: RE: Howard-Shaw/Florida Avenue Kick-Off Meeting

Rosalyn,

We have executed the Term Sheet and will bring an original to the meeting along with the $100k Option Fee. Just wanted to make sure we put it on the Agenda to get the signed doc and fee to you all.

As for the ROE Permit, can you resend the document that you sent earlier in MS Word format. We don't have Word Perfect on our systems. Also, does the document reflect our comments sent over a few weeks ago? Not sure if you got them. We believe you may have still been out of town. Finally, would we be receiving a draft of the JDA and Lease tomorrow?

Thanks.

Omar

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Thursday, July 24, 2008 1:29 PM
To: Omar A. Karim
Cc: Joel R. Washington; Marc E. Biondi
Subject: Re: Howard-Shaw/Florida Avenue Kick-Off Meeting

Omar, this agenda looks fine. We have expected that you will be providing the executed Term Sheet and Option Fee tomorrow rather than discussing them! So, I hope that we are in agreement on that item.
Also, I have attached a draft Right of Entry Permit with information for the Florida Avenue site, as well as recent "boilerplate"
modifications, incorporated – for your review prior to tomorrow's meeting. Of course, we could not execute this agreement prior to receiving the executed term sheet and the option fee.
Looking forward to seeing you tomorrow, Rosalyn

>>> "Omar A. Karim" <okarim@bannekerventures.com> 7/24/2008 12:34 PM
>>>
Ms. Doggett,

Below please find a draft of what we hope to discuss tomorrow:

I. Providing Executed Term Sheet & Option Fee

II. Overview of Project Schedule

III. Right of Entry Permit

a. Comments

b. Insurance requirements

IV. Development Agreement and Lease

a. Draft

b. Negotiations

FOIA CONFIDENTIAL TREATMENT REQUESTED

c. Major issues

V. Project Design

a. Development Plan

b. Engineering Issues, etc.

VI. Other Issues

We plan on having someone from Torti Gallas and LEAD Engineering (civil and structural firm), in addition to our counsel from DLA Piper, be present tomorrow. Will someone from your design/engineering department be present to answer general questions about design/engineering issues that may be raised? Also, will you have a draft of the JDA and lease to provide us or do you want to send it prior to the meeting? Finally, have you all had an opportunity to review our comments to the ROE permit?

Looking forward to seeing you tomorrow.

Omar

Omar A. Karim

Banneker Ventures, LLC

700 12th Street, NW, Suite 700

Washington, DC 20005

(202) 667-4110 office

(301) 523-1810 cell

okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012672

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Thursday, July 24, 2008 12:34 PM
To: Doggett, Rosalyn
Subject: Howard-Shaw/Florida Avenue Kick-Off Meeting

Ms. Doggett,

Below please find a draft of what we hope to discuss tomorrow:

I. Providing Executed Term Sheet & Option Fee

II. Overview of Project Schedule

III. Right of Entry Permit
   a. Comments
   b. Insurance requirements

IV. Development Agreement and Lease
   a. Draft
   b. Negotiations
   c. Major issues

V. Project Design
   a. Development Plan
   b. Engineering Issues, etc.

VI. Other Issues

We plan on having someone from Torti Gallas and LEAD Engineering (civil and structural firm), in addition to our counsel from DLA Piper, be present tomorrow. Will someone from your design/engineering department be present to answer general questions about design/engineering issues that may be raised? Also, will you have a draft of the JDA and lease to provide us or do you want to send it prior to the meeting? Finally, have you all had an opportunity to review our comments to the ROE permit?

Looking forward to seeing you tomorrow.

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Johnson, Shariyka
Sent: Friday, July 18, 2008 12:02 PM
To: Doggett, Rosalyn
Subject: Letter to Omar Karim
Attachments: DOC.PDF

Roz,

Here is the PDF you requested for the July 17,2008 letter to Omar Karim.

-Shariyka

FOIA CONFIDENTIAL TREATMENT REQUESTED

all mail
Lakritz Adler

Doggett, Rosalyn

From: Josh Adler [josh@lakritzadler.com]
Sent: Monday, September 08, 2008 2:50 PM
To: Doggett, Rosalyn
Subject: RE: FLORIDA AVE

Nothing attached?

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Monday, September 08, 2008 1:38 PM
To: Joel R. Washington
Cc: Josh Adler
Subject: Fwd: FLORIDA AVE

forgot to put in subject

>>> Rosalyn Doggett 9/8/2008 1:32 PM >>>

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Josh Adler [josh@lakritzadler.com]
Sent: Friday, April 18, 2008 12:34 PM
To: Doggett, Rosalyn
Subject: RE: Follow up letter
Attachments: LaKritz Adler WMATA letter 4-17-08.pdf

Trying again...

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Friday, April 18, 2008 9:25 AM
To: Josh Adler
Subject: Follow up letter

this letter arrived in junk mail and I inadvertently deleted it please send again thanks

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Josh Adler [josh@lakritzadler.com]
Sent: Wednesday, December 26, 2007 2:12 PM
To: Doggett, Rosalyn
Subject: Rosalyn,
Attachments: LaKritz Adler WMATA presentation follow-up letter 12-26-07.pdf

Rosalyn,

Please find attached to this e-mail a letter to be included with our submission, restating and clarifying certain of our positions following last week's presentation.

Thank you,

Josh Adler

LAKRITZ | ADLER

4326 8th St., N.W.
Washington, D.C. 20011
T 202.882.0808
F 202.882.0809

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012677

Doggett, Rosalyn

From: <josh@lakritzadler.com> [josh@lakritzadler.com]
Sent: Monday, December 24, 2007 12:30 PM
To: josh@lakritzadler.com; robb@lazritzadler.com; Doggett, Rosalyn
Subject: Re: Florida Avenue properties

Hi Rosalyn,

I'm on my cell phone today and tomorrow if you have questions, call or email. I'll be back in the office on Wednesday. Cel is 202-368-9669.

Happy holidays,

Josh
------Original Message------
From: Rosalyn Doggett
Sender:
To: Josh Adler
To: robb@lazritzadler.com
Sent: Dec 24, 2007 10:53 AM
Subject: Florida Avenue properties

We are here all week, are doing some additional due diligence that we were not able to complete last week and expect to be able to communicate later this week.

Thanks again for your cooperation.

Rosalyn Doggett

Sent from my BlackBerry® wireless device

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, December 18, 2007 5:34 PM
To: Marshall, Malcolm
Subject: Fwd: LaKritz Adler Clarification Letter
Attachments: LaKritz Adler WMATA JDS clarification letter 12-18-07.pdf

I'd be interested in your reaction to these guys' e-mail. They are coming in for a Florida Avenue presentation at 2 p.m. tomorrow.

>>> "Josh Adler" <josh@lakritzadler.com> 12/18/2007 12:26 PM >>>
Hello Rosalyn,

Attached please find our response to the Dec. 4 clarification request regarding our Shaw-Howard/Florida Avenue JDS submission.

Please copy and distribute as needed at WMATA. We look forward to seeing you at our presentation tomorrow.

Sincerely,

Josh Adler

4326 8th St., N.W.

Washington, D.C. 20011

T 202.882.0808

F 202.882.0809

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, December 18, 2007 2:05 PM
To: eric.smart@bolansmart.com; Biondi, Marc E.; Magarelli, John A.; Washington, Joel R.; Bushnaq, Tariq
Subject: Fwd: LaKritz Adler Clarification Letter
Attachments: LaKritz Adler WMATA JDS clarification letter 12-18-07.pdf

>>> "Josh Adler" <josh@lakritzadler.com> 12/18/2007 12:26 PM >>>
Hello Rosalyn,

Attached please find our response to the Dec. 4 clarification request regarding our Shaw-Howard/Florida Avenue JDS submission.

Please copy and distribute as needed at WMATA. We look forward to seeing you at our presentation tomorrow.

Sincerely,

Josh Adler

4326 8th St., N.W.

Washington, D.C. 20011

T 202.882.0808

F 202.882.0809

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Josh Adler [josh@lakritzadler.com]
Sent: Tuesday, December 18, 2007 12:27 PM
To: Doggett, Rosalyn
Subject: LaKritz Adler Clarification Letter
Attachments: LaKritz Adler WMATA JDS clarification letter 12-18-07.pdf

Hello Rosalyn,

Attached please find our response to the Dec. 4 clarification request regarding our Shaw-Howard/Florida Avenue JDS submission.

Please copy and distribute as needed at WMATA. We look forward to seeing you at our presentation tomorrow.

Sincerely,

Josh Adler

LAKRITZ | ADLER

4326 8th St., N.W.
Washington, D.C. 20011
T 202.882.0808
F 202.882.0809

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, October 11, 2007 4:28 PM
To: Biondi, Marc E.
Cc: Johnston, Kasondra; Washington, Joel R.
Subject: Re: FL Ave Proposal - LaKritz / Adler

Thanks, Marc
I do have an original Lakritz LOC- now in our safe.
I also have a Lakritz disc (but no disc for the other proposals).
I have large site plans for each proposal.

This afternoon, I received the Fed Ex original of the LOC for Banneker et al. It must be drawn at BOA in Scranton. I am going to call and ask for a revised letter with a local address but will wait until you take a look to see if any other deficiencies.

>>> Marc E. Biondi 10/11/2007 4:21 PM >>>
Ros,

I have gone through the LaKritz / Adler proposal and I do not find any fatal omissions.

Technical Proposal:

The Proposal does not include a name for the entity the Developer proposes to use for the project.

I do not have in my copy, either the disk or full color (2' x 3') visual per section G. ... But I assume you do, and I do not need them, if you have them.

Economic Proposal:

NOTE: The proposal is incorrectly bound and reads back-to-front... thanks for the copy, though, that helps.

All submissions are made except, again, no disk accompanied my copy, which should include the complete financial models.

As we discussed the letter of credit appears to be a copy and the only requirement not yet met.

I have a 4:30 this afternoon and will address the other two submissions on Monday Morning.

Marc

Marc Biondi
Assistant General Counsel
Washington Metropolitan Area Transit Authority 600 Fifth Street, NW Washington, DC 20001

Direct Dial: 202-962-1011
Fax: 202-962-2550
mebiondi@wmata.com

THIS E-MAIL MESSAGE IS PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE RECIPIENT NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE NAMED RECIPIENT, OR THE AGENT RESPONSIBLE TO DELIVER IT TO THE NAMED RECIPIENT, YOU ARE NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, COPYING OR OTHER USE OF THIS INFORMATION COMMUNICATION IS STRICTLY PROHIBITED AND NO PRIVILEGE IS WAIVED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY THE ABOVE-NAMED INDIVIDUAL IMMEDIATELY, COLLECT IF NECESSARY.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012682

Doggett, Rosalyn

From: Biondi, Marc E.
Sent: Thursday, October 11, 2007 4:21 PM
To: Doggett, Rosalyn
Subject: FL Ave Proposal - LaKritz / Adler

Ros,

I have gone through the LaKritz / Adler proposal and I do not find any fatal omissions.

Technical Proposal:

The Proposal does not include a name for the entity the Developer proposes to use for the project.

I do not have in my copy, either the disk or full color (2' x 3') visual per section G. ... But I assume you do, and I do not need them, if you have them.

Economic Proposal:

NOTE: The proposal is incorrectly bound and reads back-to-front... thanks for the copy, though, that helps.

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I have a 4:30 this afternoon and will address the other two submissions on Monday Morning.

Marc

Marc Biondi
Assistant General Counsel
Washington Metropolitan Area Transit Authority 600 Fifth Street, NW Washington, DC 20001

Direct Dial: 202-962-1011
Fax: 202-962-2550
mebiondi@wmata.com

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012683

Doggett, Rosalyn

From: ngw@postmaster.po
Sent: Friday, March 17, 2006 12:14 PM
To: "Woody; EOM; Derrick.Woody@dc.gov
Subject: FW: LaKritz | Adler In the Press

FYI - See Below. Congratulations, Josh and Robb!!!

Derrick Lanardo Woody
Coordinator - Great Streets Initiative
Office of the Deputy Mayor for
Planning & Economic Development
1350 Pennsylvania Avenue NW
Suite 317
Washington, DC 20004-3001
202.727.2981 phone
202.727.6703 fax
EMAIL: derrick.woody@dc.gov
More information: www.greatstreets.dc.gov

GREAT STREETS
AVENUES of OPPORTUNITY

From: Robb M. LaKritz [mailto:robb@lakritzadler.com]
Sent: Friday, March 17, 2006 9:44 AM
To: robb@lakritzadler.com
Cc: robb@lakritzadler.com
Subject: LaKritz | Adler In the Press

LaKritz | Adler is pleased to announce the opening of our latest retail project, the Temperance Hall Building, located at 3634 Georgia Avenue in Washington, D.C. Tenants include "Temperance Hall," an upscale Jazz-era, bar/restaurant reviewed last week in the Washington Post (washingtonpost.com/temperance), and "Yoga House," a two-floor exercise studio from nationally acclaimed yoga instructor Elizabeth Greathouse.

About LaKritz | Adler

LaKritz | Adler is a leading real estate development company based in Washington, D.C. Our projects span the full real estate spectrum, from modern-designed residential developments to boutique neighborhood retail projects. To learn more about LaKritz | Adler's innovative work, please visit our website at www.lakritzadler.com.

LAKRITZ | ADLER
real estate development

4326 8th Street NW | Washington, DC 20011
T 202.882.0808 F 202.882.0809
www.lakritzadler.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012684

Doggett, Rosalyn

From: Josh Adler [josh@lakritzadler.com]
Sent: Friday, April 30, 2010 12:44 PM
To: Doggett, Rosalyn
Subject: RE: Metro ridership counts?

Thanks!

From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Friday, April 30, 2010 9:35 AM
To: Josh Adler
Subject: RE: Metro ridership counts?

I inundate you with the attached.

From: Josh Adler [mailto:josh@lakritzadler.com]
Sent: Monday, April 26, 2010 5:09 PM
To: Doggett, Rosalyn
Subject: RE: Metro ridership counts?

Thanks!

From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Monday, April 26, 2010 5:04 PM
To: Josh Adler
Subject: RE: Metro ridership counts?

I've forwarded you request to the "keeper of the statistics" and will send the info to you when he replies.

From: Josh Adler [mailto:josh@lakritzadler.com]
Sent: Monday, April 26, 2010 4:03 PM
To: Doggett, Rosalyn
Subject: Metro ridership counts?

Rosalyn,

Where can I find the most recent ridership counts for various Metro Stations? In particular I need Petworth, U Street, and Dupont Circle.

Thanks,

Joshua A. Adler
MANAGING PARTNER

4326 8th Street NW
Washington, DC 20011
T 202.882.0808
F 202.882.0809
www.lakritzadler.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Josh Adler [josh@lakritzadler.com]
Sent: Monday, April 26, 2010 5:09 PM
To: Doggett, Rosalyn
Subject: RE: Metro ridership counts?

Thanks!

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Sent: Monday, April 26, 2010 5:04 PM
To: Josh Adler
Subject: RE: Metro ridership counts?

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Sent: Monday, April 26, 2010 4:03 PM
To: Doggett, Rosalyn
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FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Josh Adler [josh@lakritzadler.com]
Sent: Monday, April 26, 2010 5:09 PM
To: Doggett, Rosalyn
Subject: RE: Metro ridership counts?

Thanks!

From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Monday, April 26, 2010 5:04 PM
To: Josh Adler
Subject: RE: Metro ridership counts?

I've forwarded you request to the "keeper of the statistics" and will send the info to you when he replies.

From: Josh Adler [mailto:josh@lakritzadler.com]
Sent: Monday, April 26, 2010 4:03 PM
To: Doggett, Rosalyn
Subject: Metro ridership counts?

Rosalyn,

Where can I find the most recent ridership counts for various Metro Stations? In particular I need Petworth, U Street, and Dupont Circle.

Thanks,

Joshua A. Adler
MANAGING PARTNER

LA LAKRITZ ADLER
REAL ESTATE INVESTMENTS

4326 8th Street NW
Washington, DC 20011
T 202.882.0808
F 202.882.0809
www.lakritzadler.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012687

Doggett, Rosalyn

From: Josh Adler [josh@lakritzadler.com]
Sent: Monday, April 26, 2010 4:03 PM
To: Doggett, Rosalyn
Subject: Metro ridership counts?

Rosalyn,

Where can I find the most recent ridership counts for various Metro Stations? In particular I need Petworth, U Street, and Dupont Circle.

Thanks,

Joshua A. Adler
MANAGING PARTNER

LA LAKRITZ ADLER
REAL ESTATE INVESTMENTS

4326 8th Street NW
Washington, DC 20011
T 202.882.0808
F 202.882.0809
www.lakritzadler.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

all mine Banneker Ventures

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, March 24, 2010 10:17 AM
To: Wyner, Jonathan S.
Subject: RE: Banneker Ventures Questioned on Development Process - from DCMUD

Thanks, Jonathan. Both Steve and I get DC Mud so I saw this but appreciate your sending it on. The project is on the agenda for tomorrow.

From: Wyner, Jonathan S.
Sent: Wednesday, March 24, 2010 9:44 AM
To: Doggett, Rosalyn; Goldin, Steven
Subject: Banneker Ventures Questioned on Development Process - from DCMUD

Banneker Ventures Questioned on Development Process

13 comments Posted by Shaun on 3/19/2010 06:37:00 PM
Labels: Banneker Ventures, Florida Ave., Mayor Adrian Fenty, Silver Spring, WMATA

Pressure on **Mayor Adrian Fenty** heated up today as questions increased about the Mayor's developer selection process amid news that WMATA may be backing away from Banneker Ventures as a development partner. Banneker has been awarded numerous projects worth tens of millions of dollars by the Mayor's office despite its perceived lack of development experience.

Today, the WMATA board removed the Banneker project "**The Jazz @ Florida Avenue**" at 8th and Florida Avenue from the agenda for the real estate committee next Thursday, at which time it would have taken-up a joint development agreement for the WMATA-owned property. Today's move comes after WMATA issued a 120-day extension on the agreement in September 2009. Banneker was chosen for the project in June of 2008, but has not yet started work on the site. More than a year later it announced it would partner with Bank of America and had petitioned for government funds, advances that were to have moved the project forward. The developer had already been pledged a $7m TIF grant from the District.

The move by WMATA likely comes in response to questions raised first by this publication about justification for awarding so many projects to a team with so little apparent experience, then by the CityPaper and Washington Post about the how the relationship between Banneker's founder and D.C. **Mayor Adrian Fenty** may have affected the selection process. The two men attended Howard University and were in the same fraternity.

In addition to the WMATA site on Florida Avenue, the virtually unknown Banneker has been selected by the District on numerous multi-million dollar projects throughout the city, despite a large roster of construction and development firms available for such projects as private financing for construction was drying up. Banneker's luck began in late 2007 when it was selected by the District to be part of the $700 million Northwest One project. Around the same time, Banneker was named as a master planner on the monstrous Park Morton project (see DC's summary). Despite lack of movement in those two projects, or on its private projects (see more below) it was then selected for a string of projects such as the WMATA site in June of 2008, and by DC for the iconic Strand Theater in July of that year, then in October to head the $33m Deanwood Community Center project. In October of last year the District named Landex Corp, Spectrum Management and the Warrenton Group as developers of Park Morton. The Warrenton Group is run by a former Banneker member that has also had a contentious relationship with the city.

Park Morton raised eyebrows at the Mayor's development process for yet another reason; the District announced just last October that the Mayor had selected its team members for Park Morton in part because that development team said it controlled and would bring the Central Union Mission site into the development plan, increasing its scope. *DCMud* learned a few days later that the Missions' owners had never agreed to transfer their property to the development

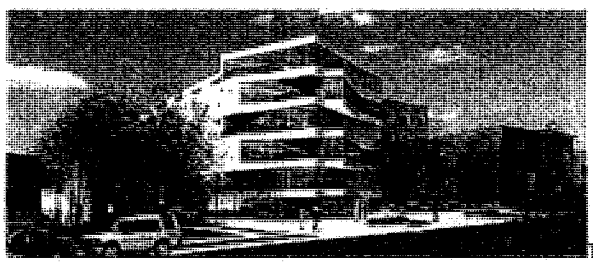
FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012689

team, calling into question the District's selection process and the claims made by the development team to secure the project. Banneker is also being considered for its development offer at Hill East, a massive 50-acre parcel on the Anacostia River. Banneker's publicly-funded projects at the WMATA site, the Strand, Park Morton have yet to break ground.

In a contentious radio interview on the Kojo Nnamdi show following the announcement, **Omar Karim**, founder and principal at Banneker Ventures, called out the WMATA board for further delaying review of the agreement on the RFP awarded in 2008. In the interview, Karim, who dismissed suggestions that the board had legitimate concerns, argued that WMATA continued to "move the bar" on his project for "political" reasons. The Jazz @ Florida Avenue would theoretically bring 124 apartment units above 20,000 s.f. of ground floor retail and a 61-space parking garage to 3 flea market-sporting lots.

Tom Sherwood, resident analyst at NPR, asked Karim how many contracts he had received prior to Fenty taking office, to which Sherwood ultimately answered his own question with "none." Asked specifically about his experience, Karim answered that he had solid development experience at a large firm prior to starting Banneker, but would not name the firm or elaborate on the experience. As for Banneker's experience, Karim could only cite that his firm held an office building in Silver Spring and an unspecified site in which he "has been in conversations with Safeway about developing." At the time of publication, Safeway was unable to confirm or deny these conversations.

So what about that Silver Spring office building? That would presumably be 814 Thayer Avenue. Banneker purchased the site in May of 2006, submitted plans later in the year, and in July 2007 obtained Montgomery County Planning Board approval of a preliminary plan for a 52-unit residential building, a plan that was reviewed in November of 2007. The next step would be site plan approval, but, to date, the team has not even submitted a site plan to the planning staff for certification. Banneker will need a certified plan before the group can file for any construction permits for the property, making the September 2010 ground breaking date seem, at best, optimistic.



The 5-story Thayer project, designed by Sorg & Associates, would entail construction of a 53-unit condominium, in place of National Association of the Deaf office building. **Joshua Sloan**, a staff reviewer at the MNCPPC, provided an update on the project, "my understanding is that they want to amend their proposal, but I have not seen anything. I suppose it is "officially still pending." Sloan and his comments are the last stop before Banneker can proceed, a process which "can take a week or a year...depending on the Applicant's response time to comments."

Banneker's website also boasts the Pattern Shop Lofts on the Waterfront, a project led by Forest City Washington that has not yet broken ground. Banneker registered with the District government as a small, minority-owned business in 2005.

Washington, DC real estate development news

Jonathan Stuart Wyner, CPM®, CCIM
Senior Transit Oriented Development Specialist
Washington Metropolitan Area Transit Authority
Office of Station Area Planning & Asset Management
Department of Planning & Joint Development
600 Fifth Street, NW, #5B-A
Washington, DC 20001
202/962-1577

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012690

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, December 22, 2009 5:27 PM
To: 'Omar A. Karim'
Cc: 'Anthony James Ives'; 'Tiwana Hicks'; Goldin, Steven
Subject: RE: Banneker Financial Information

thanks

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, December 22, 2009 5:22 PM
To: Doggett, Rosalyn
Cc: 'Anthony James Ives'; 'Tiwana Hicks'; Goldin, Steven
Subject: RE: Banneker Financial Information
Importance: High

Roz,

As requested, we attach for your records our confidential most recent balance sheet and income statement. Please keep this confidential to only those persons who must review this in connection with any questions by the Board. Also, attached please find our most recent sources and uses for the project.

Omar

From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Thursday, December 17, 2009 4:29 PM
To: okarim@bannekerventures.com
Cc: Goldin, Steven; Montague, Joshua W.
Subject: RE: Banneker Financial Information

Here is the change in terms that was sent forward for transmission to the Board and the comparison table that will be made available to them in January

---

From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, December 17, 2009 12:55 PM
To: Doggett, Rosalyn
Cc: Anthony James Ives; Tiwana Hicks; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Goldin, Steven
Subject: Re: Banneker Financial Information

Roz,

Can you send us the updated term sheet with the latest offer, along with the summary of the term sheet you expect to send the Board.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Doggett, Rosalyn" <RDoggett@wmata.com>
Date: Thu, 17 Dec 2009 11:05:36 -0500
To: Omar A. Karim<okarim@bannekerventures.com>
Cc: 'Anthony James Ives'<aives@bannekerventures.com>; 'Tiwana Hicks'<thicks@bannekerventures.com>; Neil.Albert@dc.gov<Neil.Albert@dc.gov>; Yohance.Fuller@dc.gov<Yohance.Fuller@dc.gov>; Goldin, Steven<sgoldin@wmata.com>
Subject: RE: Banneker Financial Information

The term sheet is on the agenda for the Jan 14, 2010 Planning Development & Real Estate Committee meeting, Executive Session, along with a request to extend time to negotiate an agreement. I will not know the Board's response until then.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Tuesday is fine for providing that information.

Thanks again
R.

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, December 17, 2009 10:50 AM
To: Doggett, Rosalyn
Cc: 'Anthony James Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Goldin, Steven
Subject: RE: Banneker Financial Information

Ms. Doggett,

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Thank you in advance.

Omar

From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Thursday, December 17, 2009 10:33 AM
To: Omar A. Karim
Cc: Goldin, Steven
Subject: Banneker Financial Information

Good morning, Omar,

Given the amount of time that has elapsed since your initial submission, and anticipating possible Board questions, I have been asked to request from you the most recent balance sheet, income statement and sources and uses of funds statement for Banneker Ventures (the items requested in the original proposal submission requirements). Please let me know when we might receive these.

Thanks very much
Happy Holidays

Rosalyn

Rosalyn P. Doggett
Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

rdoggett@wmata.com
202-962-2208 phone
202-962-2396 fax

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, December 17, 2009 4:29 PM
To: 'okarim@bannekerventures.com'
Cc: Goldin, Steven; Montague, Joshua W.
Subject: RE: Banneker Financial Information
Attachments: Shaw-Howard Fr Bottigheimer.pdf; ShawHoward FL AveTerm Sheets Comparison Revised 12-09.xlsx

Here is the change in terms that was sent forward for transmission to the Board and the comparison table that will be made available to them in January

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From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, December 17, 2009 12:55 PM
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Date: Thu, 17 Dec 2009 11:05:36 -0500
To: Omar A. Karim<okarim@bannekerventures.com>
Cc: 'Anthony James Ives'<aives@bannekerventures.com>; 'Tiwana Hicks'<thicks@bannekerventures.com>; Neil.Albert@dc.gov<Neil.Albert@dc.gov>; Yohance.Fuller@dc.gov<Yohance.Fuller@dc.gov>; Goldin, Steven<sgoldin@wmata.com>
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Omar

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Thanks very much
Happy Holidays

Rosalyn

Rosalyn P. Doggett
Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

rdoggett@wmata.com
202-962-2208 phone
202-962-2396 fax

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, December 17, 2009 11:06 AM
To: 'Omar A. Karim'
Cc: 'Anthony James Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Goldin, Steven
Subject: RE: Banneker Financial Information

The term sheet is on the agenda for the Jan 14, 2010 Planning Development & Real Estate Committee meeting, Executive Session, along with a request to extend time to negotiate an agreement. I will not know the Board's response until then.

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To: Doggett, Rosalyn
Cc: 'Anthony James Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Goldin, Steven
Subject: RE: Banneker Financial Information

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To: Omar A. Karim
Cc: Goldin, Steven
Subject: Banneker Financial Information

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Happy Holidays

Rosalyn

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Washington, DC 20001

rdoggett@wmata.com
202-962-2208 phone
202-962-2396 fax

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012695

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, December 17, 2009 11:06 AM
To: 'Omar A. Karim'
Cc: 'Anthony James Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Goldin, Steven
Subject: RE: Banneker Financial Information

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Thanks again
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Sent: Thursday, December 17, 2009 10:50 AM
To: Doggett, Rosalyn
Cc: 'Anthony James Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Goldin, Steven
Subject: RE: Banneker Financial Information

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Thank you in advance.

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Sent: Thursday, December 17, 2009 10:33 AM
To: Omar A. Karim
Cc: Goldin, Steven
Subject: Banneker Financial Information

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Thanks very much
Happy Holidays

Rosalyn

Rosalyn P. Doggett
Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

rdoggett@wmata.com
202-962-2208 phone
202-962-2396 fax

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012696

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, December 17, 2009 10:33 AM
To: 'Omar A. Karim'
Cc: Goldin, Steven
Subject: Banneker Financial Information

Good morning, Omar,

Given the amount of time that has elapsed since your initial submission, and anticipating possible Board questions, I have been asked to request from you the most recent balance sheet, income statement and sources and uses of funds statement for Banneker Ventures (the items requested in the original proposal submission requirements). Please let me know when we might receive these.

Thanks very much
Happy Holidays

Rosalyn

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Washington Metropolitan Area Transit Authority
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Washington, DC 20001

rdoggett@wmata.com
202-962-2208 phone
202-962-2396 fax

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: <okarim@bannekerventures.com> [okarim@bannekerventures.com]
Sent: Friday, November 21, 2008 8:04 PM
To: okarim@bannekerventures.com; Doggett, Rosalyn
Cc: Hicks, Tiwana Clark; Lewin, Devorah; Flynn, Guy; Bryant, Seth; Montague, Joshua W.; Washington, Joel R.
Subject: Re: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments

Sounds like a plan. If we receive the comments by Tues, we could be ready to meet toward the end of the following week, say Thurs or Fri.

Thank you and have an enjoyable weekend.

Omar

------Original Message------
From: Rosslyn Doggett
Sender:
To: Omar A. Karim
Cc: Tiwana Clark Hicks
Cc: Devorah Lewin
Cc: Guy Flynn
Cc: Seth Bryant
Cc: Joel Washington
Cc: Joshua W. Montague
Subject: Re: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments
Sent: Nov 21, 2008 4:22 PM

We'll do what you suggest in your last sentence. I would hope that we can get you our comments later next week and meet the following week. We will aim for that.

>>> "Omar A. Karim" <okarim@bannekerventures.com> 11/21/2008 9:35 AM >>>
Ms. Doggett,

Our counsel believes it would be best to meet after we have received the redlined version of your comments. As such, if you are able to provide them by today or early Monday, we could meet Tuesday morning. Otherwise, lets meet after Josh has received and incorporated all your comments.

Thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

Sent from my BlackBerry® smartphone with SprintSpeed

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012698

Doggett, Rosalyn

From: <okarim@bannekerventures.com> [okarim@bannekerventures.com]
Sent: Thursday, November 13, 2008 10:50 AM
To: okarim@bannekerventures.com; Doggett, Rosalyn
Cc: Alston, Chamise; Hicks, Tiwana Clark; Smart, Eric; Washington, Joel R.
Subject: Re: Fwd: Ridership0 Information for Shaw/Howard Metro and UStreet Metro

Next Tues would be great. Anytime after 1 would be great.

Omar

Sent from my BlackBerry® smartphone with SprintSpeed

-----Original Message-----
From: "Rosalyn Doggett" <rdoggett@wmata.com>

Date: Thu, 13 Nov 2008 10:04:37
To: <okarim@bannekerventures.com>
Cc: <eric.smart@bolansmart.com>; Joel R. Washington<jrwashington@wmata.com>
Subject: Re: Fwd: Ridership Information for Shaw/Howard Metro and U
Street Metro

i
in case Joel Washington has not already sent this...

yes, we did get a response from FTA
essentially we cannot reduce the rent to that below the next highest offer, irrespective of whether it included affordable housing while this can allow for some reduction in rent, it cannot achieve the targets you were looking for however, our consultant thinks that by reasonably changing some pro forma assumptions we can reach a midpoint that can serve us both otherwise, other subsidy would be required if you would like to get together to discuss this, say next Tuedsday, I can try to arrange

>>> Robert E. Stedman 11/13/2008 9:11 AM >>>

>>> Joel R. Washington 11/10/08 2:06 PM >>>
Bob,

Can you provide th e information requested from our selected development partner?

Joel

>>> "Omar A. Karim" <okarim@bannekerventures.com> 11/10/2008 1:30:46 PM
>>> >>>

Ms. Doggett and Mr. Washington, Can you please send us ridership information for the Shaw/Howard Metro stop (north-east entrance) and U Street/Cardozo Metro stop (11th Street entrance), as well as the bus ridership information for 7th and Florida Avenue. Thank you. Also, any word on your discussions with the FTA? Omar Omar A. KarimBanneker Ventures, LLC700 12th Street, NW, Suite 700Washington, DC 20005(202) 667-4110 office(301) 523-1810 cellokarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: <okarim@bannekerventures.com> [okarim@bannekerventures.com]
Sent: Thursday, November 13, 2008 10:49 AM
To: okarim@bannekerventures.com; Washington, Joel R.
Cc: Doggett, Rosalyn
Subject: Re: Fwd: Ridership Information for Shaw/Howard Metro and UStreet Metro

Thank you!

Omar

Sent from my BlackBerryÂ® smartphone with SprintSpeed

From: "Joel R. Washington" <jrwashington@wmata.com>
Date: Thu, 13 Nov 2008 10:29:48 -0500
To: Omar A. Karim<okarim@bannekerventures.com>
CC: Rosalyn Doggett<rdoggett@wmata.com>
Subject: Re: Fwd: Ridership Information for Shaw/Howard Metro and U Street Metro
Omar,

The rail data is attached.

Joel

>>> Robert E. Stedman 11/13/2008 9:11 AM >>>

>>> Joel R. Washington 11/10/08 2:06 PM >>>
Bob,

Can you provide th e information requested from our selected development partner?

Joel

>>> "Omar A. Karim" < okarim@bannekerventures.com > 11/10/2008 1:30:46 PM >>>

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FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, May 09, 2008 2:14 PM
To: Biondi, Marc E.
Subject: Fwd: Shaw-Howard/Florida Avenue Project - Letter to WMATA from Banneker Ventures
Attachments: Letter to WMATA from Banneker Ventures dated May 9 2008 (Final).pdf

>>> "Omar A. Karim" <okarim@bannekerventures.com> 5/9/2008 12:34 PM >>>
Mr. Washington,

Attached please find a letter from Banneker addressing issues relating to alleged financial obligations to the District of Columbia by Warren
Williams, Principal of Banneker. Please call me with any questions as we
are eager to continue to work with you and your staff to get this exciting project underway.

Thank you in advance.

Omar

Omar A. Karim

Banneker Ventures, LLC

700 12th Street, NW, Suite 700

Washington, DC 20005

(202) 667-4110 office

(301) 523-1810 cell

okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Goldin, Steven
Sent: Monday, March 22, 2010 11:59 AM
To: Omar A. Karim
Cc: Doggett, Rosalyn; Bottigheimer, Nat; Catoe, John B.; Sarles, Richard; peter.metro@verizon.net; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; thicks@bannekerventures.com; aives@bannekerventures.com
Subject: RE: Info on Banneker Ventures

Omar

Since this is now a matter involving the Board calendar, I have forwarded your e-mail to our Board Secretary for review.

Steve Goldin

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Monday, March 22, 2010 11:47 AM
To: Goldin, Steven
Cc: Doggett, Rosalyn; Bottigheimer, Nat; Catoe, John B.; Sarles, Richard; peter.metro@verizon.net; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; thicks@bannekerventures.com; aives@bannekerventures.com
Subject: RE: Info on Banneker Ventures
Importance: High

Steve,

As we understand it, the Revised Term Sheet between Banneker and WMATA, which has been fully negotiated and agreed to by WMATA Staff and Banneker, has been removed from the March 25, 2010 Agenda of the Planning, Development and Real Estate Committee. Can you advise when the matter will be put back on the Agenda. I believe that at the January 28, 2010 meeting of the WMATA Board, the Board stated that the amended Term Sheet should be brought to the Board by March 31, 2010. Are you expecting that the item will be put back on Thursday's agenda or put on another agenda prior to March 31, 2010? As we discussed at our last meeting, within 60 days, HUD will be changing its guidelines to finance projects such as ours. The changes will have an adverse effect on our project if we do not finalize our deal (vis-à-vis the amended Term Sheet) with WMATA in the coming days. Our lender has advised us that if we don't file our pre-application with HUD by the end of April/early May, the new guidelines will go into effect and therefore, we will need several million more dollars in equity to finance this project, making this project difficult to do given the amount of money we are paying WMATA for the capitalized lease. As you recall, we have already lost $6M in low income housing tax credits that we were awarded last year because the term sheet/lease wasn't approved by WMATA's Board prior to December 31, 2009. In reviewing this project's timeline this morning, we noticed that it has been more than 2 years (Feb 28, 2008 to be exact), since we were first advised by WMATA that it had selected the Banneker-lead team to develop the Florida Avenue sites. Any further delays by WMATA's Board to approve the financial terms of the deal will greatly harm the deal.

Thank you in advance for attention to this matter.

Omar

Omar A. Karim
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Washington, DC 20005
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okarim@bannekerventures.com

From: Goldin, Steven [mailto:sgoldin@wmata.com]
Sent: Thursday, March 18, 2010 5:52 PM
To: 'okarim@bannekerventures.com'
Cc: Doggett, Rosalyn; 'thicks@bannekerventures.com'; Yohance.Fuller@dc.gov; Neil.Albert@dc.gov
Subject: Re: Info on Banneker Ventures

To me...front and back

FOIA CONFIDENTIAL TREATMENT REQUESTED

From: Omar A. Karim
To: Goldin, Steven
Cc: Doggett, Rosalyn; thicks@bannekerventures.com ; Yohance.Fuller@dc.gov; Neil.Albert@dc.gov
Sent: Thu Mar 18 17:39:44 2010
Subject: RE: Info on Banneker Ventures
We can have20 copies hand delivered first thing in the morning. Should the package be addressed to you? Should it be front and back (1 page) or 2 pages?

From: Goldin, Steven [mailto:sgoldin@wmata.com]
Sent: Thursday, March 18, 2010 5:31 PM
To: Omar A. Karim
Cc: Doggett, Rosalyn; thicks@bannekerventures.com; Yohance.Fuller@dc.gov; Neil.Albert@dc.gov
Subject: RE: Info on Banneker Ventures

Omar

This is very helpful. Can you have 20 copies delivered here early next week?

Steve

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, March 18, 2010 5:09 PM
To: Goldin, Steven
Cc: Doggett, Rosalyn; thicks@bannekerventures.com; Yohance.Fuller@dc.gov; Neil.Albert@dc.gov
Subject: Info on Banneker Ventures

Steve,

As discussed with you and Roz earlier today, attached please find some more information on our firm including our firm's capability statement.

Additionally, answers to the two questions that were raised during your briefing with Mr. Graham yesterday are below:

1. Banneker removed the 2 adjacent parcels b/c of legal issues raised by WAMTA's General Counsel about a co-tenancy agreement that would have to be executed as part of the project. In removing the parcels, the Developer is now able to pay WMATA more money as part of the capitalized lease payment because more of its cash was freed up.
2. Banneker and Metropolis agreed that Metropolis would leave the partnership because Metropolis' principal became ill with brain cancer, which ultimately led to the company closing down. Banc of America CDC will be replaced because Mr. Graham wanted us to change our deal from a sale to a lease. Unfortunately, BoA was comfortable with a sale but not with a lease. Mr. Graham and I agreed that we would replace BoA at a suitable time and with a suitable replacement partner because of the change that Mr. Graham wanted.

I hope that this information is helpful.

Omar

Omar A. Karim
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(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

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Sent: Friday, November 21, 2008 8:04 PM
To: okarim@bannekerventures.com; Doggett, Rosalyn
Cc: Hicks, Tiwana Clark; Lewin, Devorah; Flynn, Guy; Bryant, Seth; Montague, Joshua W.; Washington, Joel R.
Subject: Re: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments

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Thank you and have an enjoyable weekend.

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From: Rosslyn Doggett
Sender:
To: Omar A. Karim
Cc: Tiwana Clark Hicks
Cc: Devorah Lewin
Cc: Guy Flynn
Cc: Seth Bryant
Cc: Joel Washington
Cc: Joshua W. Montague
Subject: Re: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments
Sent: Nov 21, 2008 4:22 PM

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okarim@bannekerventures.com

Sent from my BlackBerry® smartphone with SprintSpeed

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012704

Doggett, Rosalyn

From: <okarim@bannekerventures.com> [okarim@bannekerventures.com]
Sent: Thursday, November 13, 2008 10:50 AM
To: okarim@bannekerventures.com; Doggett, Rosalyn
Cc: Alston, Chamise; Hicks, Tiwana Clark; Smart, Eric; Washington, Joel R.
Subject: Re: Fwd: Ridership0 Information for Shaw/Howard Metro and UStreet Metro

Next Tues would be great. Anytime after 1 would be great.

Omar

Sent from my BlackBerry® smartphone with SprintSpeed

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From: "Rosalyn Doggett" <rdoggett@wmata.com>

Date: Thu, 13 Nov 2008 10:04:37
To: <okarim@bannekerventures.com>
Cc: <eric.smart@bolansmart.com>; Joel R. Washington<jrwashington@wmata.com>
Subject: Re: Fwd: Ridership Information for Shaw/Howard Metro and U
Street Metro

i
in case Joel Washington has not already sent this...

yes, we did get a response from FTA
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>>> Robert E. Stedman 11/13/2008 9:11 AM >>>

>>> Joel R. Washington 11/10/08 2:06 PM >>>
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>>> "Omar A. Karim" <okarim@bannekerventures.com> 11/10/2008 1:30:46 PM
>>> >>>

Ms. Doggett and Mr. Washington, Can you please send us ridership information for the Shaw/Howard Metro stop (north-east entrance) and U Street/Cardozo Metro stop (11th Street entrance), as well as the bus ridership information for 7th and Florida Avenue. Thank you. Also, any word on your discussions with the FTA? Omar Omar A. KarimBanneker Ventures, LLC700 12th Street, NW, Suite 700Washington, DC 20005(202) 667-4110 office(301) 523-1810 cellokarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

Subject:	Mtg w/ Neil Albert & Staff re 8th & Florida Avenue Project w/Banneker Ventures
Location:	Wilson Bldg
Start:	Mon 12/1/2008 1:30 PM
End:	Mon 12/1/2008 2:30 PM
Show Time As:	Tentative
Recurrence:	(none)
Meeting Status:	Meeting organizer
Organizer:	Bottigheimer, Nat

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012706

Doggett, Rosalyn

From: <okarim@bannekerventures.com> [okarim@bannekerventures.com]
Sent: Thursday, November 13, 2008 10:49 AM
To: okarim@bannekerventures.com; Washington, Joel R.
Cc: Doggett, Rosalyn
Subject: Re: Fwd: Ridership Information for Shaw/Howard Metro and UStreet Metro

Thank you!

Omar

Sent from my BlackBerryÂ® smartphone with SprintSpeed

From: "Joel R. Washington" <jrwashington@wmata.com>
Date: Thu, 13 Nov 2008 10:29:48 -0500
To: Omar A. Karim<okarim@bannekerventures.com>
CC: Rosalyn Doggett<rdoggett@wmata.com>
Subject: Re: Fwd: Ridership Information for Shaw/Howard Metro and U Street Metro
Omar,

The rail data is attached.

Joel

>>> Robert E. Stedman 11/13/2008 9:11 AM >>>

>>> Joel R. Washington 11/10/08 2:06 PM >>>
Bob,

Can you provide th e information requested from our selected development partner?

Joel

>>> "Omar A. Karim" < okarim@bannekerventures.com > 11/10/2008 1:30:46 PM >>>

Ms. Doggett and Mr. Washington, Can you please send us ridership information for the Shaw/Howard Metro stop (north-east entrance) and U Street/Cardozo Metro stop (11th Street entrance), as well as the bus ridership information for 7th and Florida Avenue. Thank you. Also, any word on your discussions with the FTA? Omar Omar A. KarimBanneker Ventures, LLC700 12th Street, NW, Suite 700Washington, DC 20005(202) 667-4110 office(301) 523-1810 cell okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012707

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Friday, May 09, 2008 12:35 PM
To: Washington, Joel R.
Cc: Williams, Warren; 'Flynn, Guy'; Doggett, Rosalyn
Subject: Shaw-Howard/Florida Avenue Project - Letter to WMATA from Banneker Ventures
Attachments: Letter to WMATA from Banneker Ventures dated May 9 2008 (Final).pdf

Mr. Washington,

Attached please find a letter from Banneker addressing issues relating to alleged financial obligations to the District of Columbia by Warren Williams, Principal of Banneker. Please call me with any questions as we are eager to continue to work with you and your staff to get this exciting project underway.

Thank you in advance.

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Wyner, Jonathan S.
Sent: Thursday, September 30, 2010 3:59 PM
To: Wyner, Jonathan S.; Woodward, Warren A.
Cc: Burns, Bob; Doggett, Rosalyn; Williams, Jamette V.
Subject: RE: Return of Deposit - Banneker aka The Jazz at Florida Avenue
Attachments: Florida Avenue Banneker.pdf; 24100130 0510.xlsx; TIIF FY10 and Prior-Wyner (2).xlsx

Importance: High

Follow Up Flag: Follow up
Flag Status: Completed

Warren:

Here is the paper trail, as attached.

This was a refund of the Banneker deposit aka The Jazz at Florida Avenue for $100,000 plus interest (as computed by TRES).

Please remove from your 2410030 listing – see attached, as well.

The Jazz at Forida Avenue	Shaw-Howard/Fla. Ave. Project	(100,000.00)	(100,000.00)	04/09/09	AR00051996

Need anything else?

Do send me an up-dated deposit list.

Thanks,

jonathan

Jonathan Stuart Wyner, CPM®, CCIM
Senior Transit Oriented Development Specialist
Washington Metropolitan Area Transit Authority
Office of Station Area Planning & Asset Management
Department of Planning & Joint Development
600 Fifth Street, NW, #5B-A
Washington, DC 20001
202/962-1577

From: Wyner, Jonathan S.
Sent: Thursday, September 30, 2010 10:56 AM
To: Woodward, Warren A.
Cc: Burns, Bob; Doggett, Rosalyn
Subject: RE: Retrun of Deposit

Shaw-Howard, Florida Avenue

The offer was rejected, property is currently being re-solicited.

Shaw-Howard University Station (Florida Avenue, N.W.)

- Metro requested full proposals and received three in October 2007
- Metro Board selected Banneker Ventures team as developer in June 2008
- Staff has been instructed to bring the Board an amended Term Sheet in March 2010 reflecting the inclusion of affordable housing and an improved offer from that currently being proposed
- No public hearing is required
- No Metro facilities will be displaced
- At the March public Metro Board meeting, the Board voted unanimously to table this project

jonathan

Jonathan Stuart Wyner, CPM®, CCIM
Senior Transit Oriented Development Specialist
Washington Metropolitan Area Transit Authority

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012709

Office of Station Area Planning & Asset Management
Department of Planning & Joint Development
600 Fifth Street, NW, #5B-A
Washington, DC 20001
202/962-1577

From: Woodward, Warren A.
Sent: Tuesday, September 28, 2010 4:31 PM
To: Wyner, Jonathan S.
Subject: Retrun of Deposit

We returned a $100K Grand Solicitation or Good Faith Deposit in July to a Banneker Ventures, LLC.

Can you tell me what project that was for? I have nothing recorded with Banneker in it.

Thanks

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: O'Keeffe, Carol B.
Sent: Wednesday, May 12, 2010 1:17 PM
To: Bottigheimer, Nat; Goldin, Steven
Cc: Montague, Joshua W.; Heppen, Bruce P.; Doggett, Rosalyn; Pant, Shiva K.
Subject: FW: Banneker response letter - Draft
Attachments: WMATA Response to Banneker 051110.docx; Exhibit DC HFA letter to Banneker 121307.pdf; JDS FL Ave.pdf; Final FL AVE Term Sheet COUN 031808.doc

CONFIDENTIAL-SUBJECT TO ATTORNEY PRIVILEGE

Nat, Steve: Attached please find for your review the draft that Josh prepared in coordination with Roz. I may have a few edits, but thought you could be reviewing at the same time. At the moment, I'm thinking that I will sign, but give me your thought on that. cok

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Goldin, Steven
Sent: Wednesday, March 24, 2010 6:51 PM
To: okarim@bannekerventures.com
Cc: Doggett, Rosalyn; Bottigheimer, Nat; Catoe, John B.; Sarles, Richard; peter.metro@verizon.net; Tiwana Hicks; Anthony James Ives
Subject: RE: Info on Banneker Ventures

Omar

Your inquiry has been forwarded directly to our Board Secretary for the most current information

Steve

From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, March 24, 2010 6:18 PM
To: Goldin, Steven
Cc: Doggett, Rosalyn; Bottigheimer, Nat; Catoe, John B.; Sarles, Richard; peter.metro@verizon.net; Tiwana Hicks; Anthony James Ives
Subject: Re: Info on Banneker Ventures

Steve,

Will the WMATA staff-Banneker agreed-upon Term Sheet be considered at tomorrow's Joint Development Committee meeting. Didn't see it on the committee agenda. Do you have the Secretary's contact info?

Thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Goldin, Steven" <sgoldin@wmata.com>
Date: Mon, 22 Mar 2010 11:59:00 -0400
To: Omar A. Karim<okarim@bannekerventures.com>
Cc: Doggett, Rosalyn<RDoggett@wmata.com>; Bottigheimer, Nat<NBottigheimer@wmata.com>; Catoe, John B.<jbcatoe@wmata.com>; Sarles, Richard<rsarles@wmata.com>; peter.metro@verizon.net<peter.metro@verizon.net>; Neil.Albert@dc.gov<Neil.Albert@dc.gov>; Yohance.Fuller@dc.gov<Yohance.Fuller@dc.gov>; thicks@bannekerventures.com<thicks@bannekerventures.com>; aives@bannekerventures.com<aives@bannekerventures.com>
Subject: RE: Info on Banneker Ventures

Omar

Since this is now a matter involving the Board calendar, I have forwarded your e-mail to our Board Secretary for review.

Steve Goldin

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Monday, March 22, 2010 11:47 AM
To: Goldin, Steven
Cc: Doggett, Rosalyn; Bottigheimer, Nat; Catoe, John B.; Sarles, Richard; peter.metro@verizon.net; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; thicks@bannekerventures.com; aives@bannekerventures.com
Subject: RE: Info on Banneker Ventures
Importance: High

Steve,

FOIA CONFIDENTIAL TREATMENT REQUESTED

As we understand it, the Revised Term Sheet between Banneker and WMATA, which has been fully negotiated and agreed to by WMATA Staff and Banneker, has been removed from the March 25, 2010 Agenda of the Planning, Development and Real Estate Committee. Can you advise when the matter will be put back on the Agenda. I believe that at the January 28, 2010 meeting of the WMATA Board, the Board stated that the amended Term Sheet should be brought to the Board by March 31, 2010. Are you expecting that the item will be put back on Thursday's agenda or put on another agenda prior to March 31, 2010? As we discussed at our last meeting, within 60 days, HUD will be changing its guidelines to finance projects such as ours. The changes will have an adverse effect on our project if we do not finalize our deal (vis-à-vis the amended Term Sheet) with WMATA in the coming days. Our lender has advised us that if we don't file our pre-application with HUD by the end of April/early May, the new guidelines will go into effect and therefore, we will need several million more dollars in equity to finance this project, making this project difficult to do given the amount of money we are paying WMATA for the capitalized lease. As you recall, we have already lost $6M in low income housing tax credits that we were awarded last year because the term sheet/lease wasn't approved by WMATA's Board prior to December 31, 2009. In reviewing this project's timeline this morning, we noticed that it has been more than 2 years (Feb 28, 2008 to be exact), since we were first advised by WMATA that it had selected the Banneker-lead team to develop the Florida Avenue sites. Any further delays by WMATA's Board to approve the financial terms of the deal will greatly harm the deal.

Thank you in advance for attention to this matter.

Omar

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729 15th Street, NW, Suite 400
Washington, DC 20005
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(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: Goldin, Steven [mailto:sgoldin@wmata.com]
Sent: Thursday, March 18, 2010 5:52 PM
To: 'okarim@bannekerventures.com'
Cc: Doggett, Rosalyn; 'thicks@bannekerventures.com'; Yohance.Fuller@dc.gov; Neil.Albert@dc.gov
Subject: Re: Info on Banneker Ventures

To me...front and back

From: Omar A. Karim
To: Goldin, Steven
Cc: Doggett, Rosalyn; thicks@bannekerventures.com ; Yohance.Fuller@dc.gov; Neil.Albert@dc.gov
Sent: Thu Mar 18 17:39:44 2010
Subject: RE: Info on Banneker Ventures
We can have20 copies hand delivered first thing in the morning. Should the package be addressed to you? Should it be front and back (1 page) or 2 pages?

From: Goldin, Steven [mailto:sgoldin@wmata.com]
Sent: Thursday, March 18, 2010 5:31 PM
To: Omar A. Karim
Cc: Doggett, Rosalyn; thicks@bannekerventures.com; Yohance.Fuller@dc.gov; Neil.Albert@dc.gov
Subject: RE: Info on Banneker Ventures

Omar

This is very helpful. Can you have 20 copies delivered here early next week?

Steve

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, March 18, 2010 5:09 PM
To: Goldin, Steven
Cc: Doggett, Rosalyn; thicks@bannekerventures.com; Yohance.Fuller@dc.gov; Neil.Albert@dc.gov
Subject: Info on Banneker Ventures

Steve,

FOIA CONFIDENTIAL TREATMENT REQUESTED

As discussed with you and Roz earlier today, attached please find some more information on our firm including our firm's capability statement.

Additionally, answers to the two questions that were raised during your briefing with Mr. Graham yesterday are below:

1. Banneker removed the 2 adjacent parcels b/c of legal issues raised by WAMTA's General Counsel about a co-tenancy agreement that would have to be executed as part of the project. In removing the parcels, the Developer is now able to pay WMATA more money as part of the capitalized lease payment because more of its cash was freed up.
2. Banneker and Metropolis agreed that Metropolis would leave the partnership because Metropolis' principal became ill with brain cancer, which ultimately led to the company closing down. Banc of America CDC will be replaced because Mr. Graham wanted us to change our deal from a sale to a lease. Unfortunately, BoA was comfortable with a sale but not with a lease. Mr. Graham and I agreed that we would replace BoA at a suitable time and with a suitable replacement partner because of the change that Mr. Graham wanted.

I hope that this information is helpful.

Omar

Omar A. Karim
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(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Bellamy, Michelle A.
Sent: Wednesday, March 24, 2010 10:25 AM
To: Sequeira, Loyda
Cc: Doggett, Rosalyn; Bottigheimer, Nat
Subject: FL Ave. table
Attachments: FLAVETerm Sheets Comparison Table 3-23-2010 rev 5.pdf

Loyda,

Per your request, the Term Sheet table is attached as a pdf file. I will provide the hard copies of the entire package for tomorrow.

Michelle A. Bellamy
Washington Metropolitan Area Transit Authority
Office of Planning & Joint Development (PLJD)
202-962-2779
202-962-6258 Fax

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012716

Doggett, Rosalyn

From: Wyner, Jonathan S.
Sent: Wednesday, March 24, 2010 10:27 AM
To: Doggett, Rosalyn
Subject: RE: Banneker Ventures Questioned on Development Process - from DCMUD

Did you see the comments afterwards, quite illuminating...

Jonathan Stuart Wyner, CPM®, CCIM
Senior Transit Oriented Development Specialist
Washington Metropolitan Area Transit Authority
Office of Station Area Planning & Asset Management
Department of Planning & Joint Development
600 Fifth Street, NW, #5B-A
Washington, DC 20001
202/962-1577

From: Doggett, Rosalyn
Sent: Wednesday, March 24, 2010 10:17 AM
To: Wyner, Jonathan S.
Subject: RE: Banneker Ventures Questioned on Development Process - from DCMUD

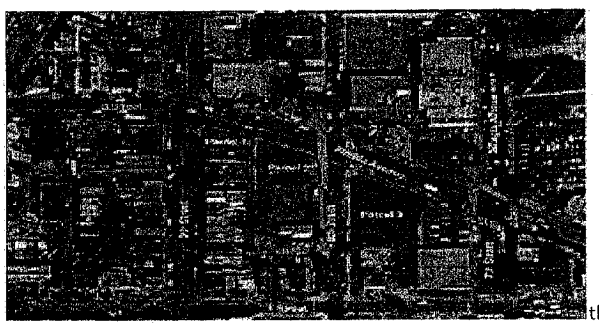
Thanks, Jonathan. Both Steve and I get DC Mud so I saw this but appreciate your sending it on. The project is on the agenda for tomorrow.

From: Wyner, Jonathan S.
Sent: Wednesday, March 24, 2010 9:44 AM
To: Doggett, Rosalyn; Goldin, Steven
Subject: Banneker Ventures Questioned on Development Process - from DCMUD

Banneker Ventures Questioned on Development Process

13 comments Posted by Shaun on 3/19/2010 06:37:00 PM
Labels: Banneker Ventures, Florida Ave., Mayor Adrian Fenty, Silver Spring, WMATA

Pressure on **Mayor Adrian Fenty** heated up today as questions increased about the Mayor's developer selection process amid news that WMATA may be backing away from Banneker Ventures as a development partner. Banneker has been awarded numerous projects worth tens of millions of dollars by the Mayor's office despite its perceived lack of development experience.



Today, the WMATA board removed the Banneker project "**The Jazz @ Florida Avenue**" at 8th and Florida Avenue from the agenda for the real estate committee next Thursday, at which time it would have taken-up a joint development agreement for the WMATA-owned property. Today's move comes after WMATA issued a 120-day extension on the agreement in September 2009. Banneker was chosen for the project in June of 2008, but has not yet started work on the site. More than a year later it announced it would partner with Bank of America and had petitioned for government funds, advances that were to have moved the project forward. The developer had already been pledged a $7m TIF grant from the District.

The move by WMATA likely comes in response to questions raised first by this publication about justification for awarding so many projects to a team with so little apparent experience, then by the CityPaper and Washington Post about the how the relationship between Banneker's founder and D.C. **Mayor Adrian Fenty** may have affected the selection process. The two men attended Howard University and were in the same fraternity.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012717

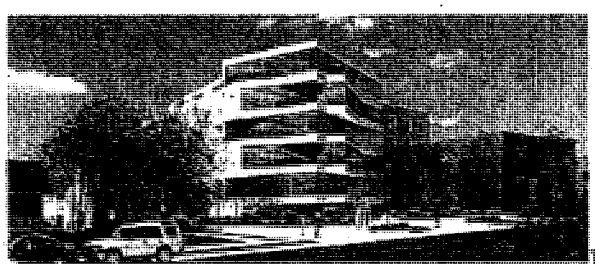
In addition to the WMATA site on Florida Avenue, the virtually unknown Banneker has been selected by the District on numerous multi-million dollar projects throughout the city, despite a large roster of construction and development firms available for such projects as private financing for construction was drying up. Banneker's luck began in late 2007 when it was selected by the District to be part of the $700 million Northwest One project. Around the same time, Banneker was named as a master planner on the monstrous Park Morton project (see DC's summary). Despite lack of movement in those two projects, or on its private projects (see more below) it was then selected for a string of projects such as the WMATA site in June of 2008, and by DC for the iconic Strand Theater in July of that year, then in October to head the $33m Deanwood Community Center project. In October of last year the District named Landex Corp, Spectrum Management and the Warrenton Group as developers of Park Morton. The Warrenton Group is run by a former Banneker member that has also had a contentious relationship with the city.

Park Morton raised eyebrows at the Mayor's development process for yet another reason; the District announced just last October that the Mayor had selected its team members for Park Morton in part because that development team said it controlled and would bring the Central Union Mission site into the development plan, increasing its scope. *DCMud* learned a few days later that the Missions' owners had never agreed to transfer their property to the development team, calling into question the District's selection process and the claims made by the development team to secure the project. Banneker is also being considered for its development offer at Hill East, a massive 50-acre parcel on the Anacostia River. Banneker's publicly-funded projects at the WMATA site, the Strand, Park Morton have yet to break ground.

In a contentious radio interview on the Kojo Nnamdi show following the announcement, **Omar Karim**, founder and principal at Banneker Ventures, called out the WMATA board for further delaying review of the agreement on the RFP awarded in 2008. In the interview, Karim, who dismissed suggestions that the board had legitimate concerns, argued that WMATA continued to "move the bar" on his project for "political" reasons. The Jazz @ Florida Avenue would theoretically bring 124 apartment units above 20,000 s.f. of ground floor retail and a 61-space parking garage to 3 flea market-sporting lots.

Tom Sherwood, resident analyst at NPR, asked Karim how many contracts he had received prior to Fenty taking office, to which Sherwood ultimately answered his own question with "none." Asked specifically about his experience, Karim answered that he had solid development experience at a large firm prior to starting Banneker, but would not name the firm or elaborate on the experience. As for Banneker's experience, Karim could only cite that his firm held an office building in Silver Spring and an unspecified site in which he "has been in conversations with Safeway about developing." At the time of publication, Safeway was unable to confirm or deny these conversations.

So what about that Silver Spring office building? That would presumably be 814 Thayer Avenue. Banneker purchased the site in May of 2006, submitted plans later in the year, and in July 2007 obtained Montgomery County Planning Board approval of a preliminary plan for a 52-unit residential building, a plan that was reviewed in November of 2007. The next step would be site plan approval, but, to date, the team has not even submitted a site plan to the planning staff for certification. Banneker will need a certified plan before the group can file for any construction permits for the property, making the September 2010 ground breaking date seem, at best, optimistic.



The 5-story Thayer project, designed by Sorg & Associates, would entail construction of a 53-unit condominium, in place of National Association of the Deaf office building. **Joshua Sloan**, a staff reviewer at the MNCPPC, provided an update on the project, "my understanding is that they want to amend their proposal, but I have not seen anything. I suppose it is "officially still pending." Sloan and his comments are the last stop before Banneker can proceed, a process which "can take a week or a year...depending on the Applicant's response time to comments."

Banneker's website also boasts the Pattern Shop Lofts on the Waterfront, a project led by Forest City Washington that has not yet broken ground. Banneker registered with the District government as a small, minority-owned business in 2005.

Washington, DC real estate development news

Jonathan Stuart Wyner, CPM®, CCIM
Senior Transit Oriented Development Specialist
Washington Metropolitan Area Transit Authority
Office of Station Area Planning & Asset Management
Department of Planning & Joint Development
600 Fifth Street, NW, #5B-A

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012718

Washington, DC 20001
202/962-1577

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Goldin, Steven
Sent: Monday, March 22, 2010 11:59 AM
To: Omar A. Karim
Cc: Doggett, Rosalyn; Bottigheimer, Nat; Catoe, John B.; Sarles, Richard; peter.metro@verizon.net; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; thicks@bannekerventures.com; aives@bannekerventures.com
Subject: RE: Info on Banneker Ventures

Omar

Since this is now a matter involving the Board calendar, I have forwarded your e-mail to our Board Secretary for review.

Steve Goldin

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Monday, March 22, 2010 11:47 AM
To: Goldin, Steven
Cc: Doggett, Rosalyn; Bottigheimer, Nat; Catoe, John B.; Sarles, Richard; peter.metro@verizon.net; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; thicks@bannekerventures.com; aives@bannekerventures.com
Subject: RE: Info on Banneker Ventures
Importance: High

Steve,

As we understand it, the Revised Term Sheet between Banneker and WMATA, which has been fully negotiated and agreed to by WMATA Staff and Banneker, has been removed from the March 25, 2010 Agenda of the Planning, Development and Real Estate Committee. Can you advise when the matter will be put back on the Agenda. I believe that at the January 28, 2010 meeting of the WMATA Board, the Board stated that the amended Term Sheet should be brought to the Board by March 31, 2010. Are you expecting that the item will be put back on Thursday's agenda or put on another agenda prior to March 31, 2010? As we discussed at our last meeting, within 60 days, HUD will be changing its guidelines to finance projects such as ours. The changes will have an adverse effect on our project if we do not finalize our deal (vis-à-vis the amended Term Sheet) with WMATA in the coming days. Our lender has advised us that if we don't file our pre-application with HUD by the end of April/early May, the new guidelines will go into effect and therefore, we will need several million more dollars in equity to finance this project, making this project difficult to do given the amount of money we are paying WMATA for the capitalized lease. As you recall, we have already lost $6M in low income housing tax credits that we were awarded last year because the term sheet/lease wasn't approved by WMATA's Board prior to December 31, 2009. In reviewing this project's timeline this morning, we noticed that it has been more than 2 years (Feb 28, 2008 to be exact), since we were first advised by WMATA that it had selected the Banneker-lead team to develop the Florida Avenue sites. Any further delays by WMATA's Board to approve the financial terms of the deal will greatly harm the deal.

Thank you in advance for attention to this matter.

Omar

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From: Goldin, Steven [mailto:sgoldin@wmata.com]
Sent: Thursday, March 18, 2010 5:52 PM
To: 'okarim@bannekerventures.com'
Cc: Doggett, Rosalyn; 'thicks@bannekerventures.com'; Yohance.Fuller@dc.gov; Neil.Albert@dc.gov
Subject: Re: Info on Banneker Ventures

To me...front and back

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012720

From: Omar A. Karim
To: Goldin, Steven
Cc: Doggett, Rosalyn; thicks@bannekerventures.com ; Yohance.Fuller@dc.gov; Neil.Albert@dc.gov
Sent: Thu Mar 18 17:39:44 2010
Subject: RE: Info on Banneker Ventures
We can have20 copies hand delivered first thing in the morning. Should the package be addressed to you? Should it be front and back (1 page) or 2 pages?

From: Goldin, Steven [mailto:sgoldin@wmata.com]
Sent: Thursday, March 18, 2010 5:31 PM
To: Omar A. Karim
Cc: Doggett, Rosalyn; thicks@bannekerventures.com; Yohance.Fuller@dc.gov; Neil.Albert@dc.gov
Subject: RE: Info on Banneker Ventures

Omar

This is very helpful. Can you have 20 copies delivered here early next week?

Steve

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, March 18, 2010 5:09 PM
To: Goldin, Steven
Cc: Doggett, Rosalyn; thicks@bannekerventures.com; Yohance.Fuller@dc.gov; Neil.Albert@dc.gov
Subject: Info on Banneker Ventures

Steve,

As discussed with you and Roz earlier today, attached please find some more information on our firm including our firm's capability statement.

Additionally, answers to the two questions that were raised during your briefing with Mr. Graham yesterday are below:

1. Banneker removed the 2 adjacent parcels b/c of legal issues raised by WAMTA's General Counsel about a co-tenancy agreement that would have to be executed as part of the project. In removing the parcels, the Developer is now able to pay WMATA more money as part of the capitalized lease payment because more of its cash was freed up.
2. Banneker and Metropolis agreed that Metropolis would leave the partnership because Metropolis' principal became ill with brain cancer, which ultimately led to the company closing down. Banc of America CDC will be replaced because Mr. Graham wanted us to change our deal from a sale to a lease. Unfortunately, BoA was comfortable with a sale but not with a lease. Mr. Graham and I agreed that we would replace BoA at a suitable time and with a suitable replacement partner because of the change that Mr. Graham wanted.

I hope that this information is helpful.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Thursday, March 18, 2010 5:09 PM
To: Goldin, Steven
Cc: Doggett, Rosalyn; thicks@bannekerventures.com; Yohance.Fuller@dc.gov; Neil.Albert@dc.gov
Subject: Info on Banneker Ventures
Attachments: Banneker Ventures - Capability Statement.pdf; Representative Projects of Banneker Ventures and Omar Karim (WMATA).pdf

Steve,

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Sent: Wednesday, March 24, 2010 6:18 PM
To: Goldin, Steven
Cc: Doggett, Rosalyn; Bottigheimer, Nat; Catoe, John B.; Sarles, Richard; peter.metro@verizon.net; Tiwana Hicks; Anthony James Ives
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okarim@bannekerventures.com

From: "Goldin, Steven" <sgoldin@wmata.com>
Date: Mon, 22 Mar 2010 11:59:00 -0400
To: Omar A. Karim<okarim@bannekerventures.com>
Cc: Doggett, Rosalyn<RDoggett@wmata.com>; Bottigheimer, Nat<NBottigheimer@wmata.com>; Catoe, John B.<jbcatoe@wmata.com>; Sarles, Richard<rsarles@wmata.com>; peter.metro@verizon.net<peter.metro@verizon.net>; Neil.Albert@dc.gov<Neil.Albert@dc.gov>; Yohance.Fuller@dc.gov<Yohance.Fuller@dc.gov>; thicks@bannekerventures.com<thicks@bannekerventures.com>; aives@bannekerventures.com<aives@bannekerventures.com>
Subject: RE: Info on Banneker Ventures

Omar

Since this is now a matter involving the Board calendar, I have forwarded your e-mail to our Board Secretary for review.

Steve Goldin

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Monday, March 22, 2010 11:47 AM
To: Goldin, Steven
Cc: Doggett, Rosalyn; Bottigheimer, Nat; Catoe, John B.; Sarles, Richard; peter.metro@verizon.net; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; thicks@bannekerventures.com; aives@bannekerventures.com
Subject: RE: Info on Banneker Ventures
Importance: High

Steve,

As we understand it, the Revised Term Sheet between Banneker and WMATA, which has been fully negotiated and agreed to by WMATA Staff and Banneker, has been removed from the March 25, 2010 Agenda of the Planning, Development and Real Estate Committee. Can you advise when the matter will be put back on the Agenda. I believe that at the January 28, 2010 meeting of the WMATA Board, the Board stated that the amended Term Sheet should be brought to the Board by March 31, 2010. Are you expecting that the item will be put back on Thursday's agenda or put on another agenda prior to March 31, 2010? As we discussed at our last meeting, within 60 days, HUD will be changing its guidelines to finance projects such as ours. The changes will have an adverse effect on our project if we do not finalize our deal (vis-à-vis the amended Term Sheet) with WMATA in the coming days. Our lender has advised us that if we don't file our pre-application with HUD by the end of April/early May, the new guidelines will go into effect and therefore, we will need several million more dollars in equity to finance this project, making this project difficult to do given the amount of money we are paying WMATA for the capitalized lease. As you recall, we have already lost $6M in low income housing tax credits that we were awarded last year because the term sheet/lease wasn't approved by WMATA's Board prior to December 31, 2009. In reviewing this project's timeline this morning, we noticed that it has

FOIA CONFIDENTIAL TREATMENT REQUESTED

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Cc: Doggett, Rosalyn; 'thicks@bannekerventures.com'; Yohance.Fuller@dc.gov; Neil.Albert@dc.gov
Subject: Re: Info on Banneker Ventures

To me...front and back

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To: Goldin, Steven
Cc: Doggett, Rosalyn; thicks@bannekerventures.com ; Yohance.Fuller@dc.gov; Neil.Albert@dc.gov
Sent: Thu Mar 18 17:39:44 2010
Subject: RE: Info on Banneker Ventures
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Cc: Doggett, Rosalyn; thicks@bannekerventures.com; Yohance.Fuller@dc.gov; Neil.Albert@dc.gov
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okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, November 20, 2008 4:00 PM
To: Washington, Joel R.; Bottigheimer, Nat
Subject: Fwd: Meeting with Deputy Mayor Neil Albert

Am I supposed to be doing this?

>>> "Warrick, Xzaquoinett (EOM)" <Xzaquoinett.Warrick@dc.gov> 11/20/2008
>>> 3:49 PM >>>
Rosslyn -

Per my voicemail, I'd like to check your availability for a meeting with DM Albert on Monday, Nov 24th @ 215pm-245pm to discuss the metro project on 8th and Florida w/Banneker Ventures.

Please advise:

- If this date and time works for you
- Names of those accompanying you to this meeting
- Cell # for the day of the meeting

Thanks in advance,

Quoinett

Xzaquoinett Y. Warrick

Executive Assistant/Scheduler

Office of Planning & Economic Development

1350 Pennsylvania Avenue, NW

Suite 317

Washington, DC 20004

202-727-6851

Quoinett.Warrick@dc.gov <mailto:Quoinett.Warrick@dc.gov>

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012726

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, May 07, 2008 11:35 AM
To: Washington, Joel R.; Bottigheimer, Nat
Subject: Florida Avenue-- Board Requests

Am I asking the right questions below-- which I would send in an e-mail to you, Nat, and Carol?
Thanks for reviewing...

At the Board's Executive Session on April 24, a number of iterms were requested by the Board with respect to the Florida Avenue developer selection/term sheet process. As I understood them, they are:

1. Information on any background checks that were done on the teams, specifically money owed to the District of Columbia by an individual who is employed by Banneker Ventures.

2. Financial proposals for the projects from each proposer and, in fact, each proposal, presumably as updated during the course of requests for clarification from WMATA, in interviews and in updates from teams.

3. Financial statements for each team member, including individuals within firms.

4. The process and timing for including Metropolis as a member of the Banneker team after Donatelli dropped out.

(There was discussion of why the present value of the Banneker offer greatly exceeded the appraisal but no specific information was requested. There was also discussion of including a disclosure statement in future solicitations. Finally, there was a request for financial information on the proposal being recommended; this had been prepared but was not distributed).

On item 1 above, I have requested information from Banneker about the payment of money owed to the city and am told it will be sent today. On item 4 above, I can provide the letter requesting that Metropolis be included on the Banneker team.

However, I am seeking guidance on two issues.

Item 2. If we assemble packages on each proposal for each Board member, is there any information that should be withheld?

Item 3. The JDS requests financial statements for firms, and these were included in original proposals or supplements. Is it appropriate to ask each proposer for individuals' financial statements? I do not believe that those statements are germane to the selection process. I am also not sure under what circumstances such statements should be forwarded to Board members.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012727

Doggett, Rosalyn

From: O'Keeffe, Carol B.
Sent: Wednesday, May 12, 2010 1:17 PM
To: Bottigheimer, Nat; Goldin, Steven
Cc: Montague, Joshua W.; Heppen, Bruce P.; Doggett, Rosalyn; Pant, Shiva K.
Subject: FW: Banneker response letter - Draft
Attachments: WMATA Response to Banneker 051110.docx; Exhibit DC HFA letter to Banneker 121307.pdf; JDS FL Ave.pdf; Final FL AVE Term Sheet COUN 031808.doc

CONFIDENTIAL-SUBJECT TO ATTORNEY PRIVILEGE

Nat, Steve: Attached please find for your review the draft that Josh prepared in coordination with Roz. I may have a few edits, but thought you could be reviewing at the same time. At the moment, I'm thinking that I will sign, but give me your thought on that. cok

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Goldin, Steven
Sent: Wednesday, March 24, 2010 6:51 PM
To: okarim@bannekerventures.com
Cc: Doggett, Rosalyn; Bottigheimer, Nat; Catoe, John B.; Sarles, Richard; peter.metro@verizon.net; Tiwana Hicks; Anthony James Ives
Subject: RE: Info on Banneker Ventures

Omar

Your inquiry has been forwarded directly to our Board Secretary for the most current information

Steve

From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, March 24, 2010 6:18 PM
To: Goldin, Steven
Cc: Doggett, Rosalyn; Bottigheimer, Nat; Catoe, John B.; Sarles, Richard; peter.metro@verizon.net; Tiwana Hicks; Anthony James Ives
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Steve,

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Thanks.

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Subject: RE: Info on Banneker Ventures
Importance: High

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Subject: Info on Banneker Ventures

Steve,

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012730

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Friday, February 15, 2008 3:14 PM
To: okarim@bannekerventures.com; Doggett, Rosalyn
Subject: Re: FW: Howard selection

Thank you for your email. In fact, Howard just called and we are now leaving their office with the letter. We are on our way to drop it off to you. Thanks.
Omar
Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell

-----Original Message-----
From: "Rosalyn Doggett" <rdoggett@wmata.com>

Date: Fri, 15 Feb 2008 13:46:09
To:"Omar A. Karim" <okarim@bannekerventures.com>
Subject: RE: FW: Howard selection

You mentioned in a January 30 letter to me an iminent selection letter from Howard. Did you ever send that to me; I do not recall receiving it?

>>> "Omar A. Karim" <okarim@bannekerventures.com> 2/13/2008 10:59 AM >>>
Ms. Doggett,

The project is coming along great! We received our first two approvals (Preliminary and Project Plan approvals) from the Montgomery County Planning Commission this past fall (unanimous decision) and are awaiting Site Plan approval from the Commission next month. We expect to complete designs this spring, break ground in the fall and complete construction by fall of next year. Everyone in the County from County Executive Ike Leggett, County Councilwoman Valerie Ervin (Silver Spring), and others have been extremely supportive in assisting us with keeping the project on schedule from an approval standpoint. They have enjoyed working with Banneker and are happy to have our firm working with them in the County. Should you have any questions from a County standpoint, please feel free to contact the Executive at 240-777-2526 (direct #) or Councilwoman Ervin at 240-777-7960 (direct). Should you have any other questions that we could answer, we would be happy to do so.

My best,

Omar

Omar A. Karim
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Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Wednesday, February 13, 2008 9:07 AM
To: Omar A. Karim
Subject: Re: FW: letter of credit

what is the status of the Thayer project in Silver Spring

>>> "Omar A. Karim" <okarim@bannekerventures.com> 2/11/2008 8:07 PM >>>
Ms. Doggett,

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012731

Just wanted to confirm that you received this email from Bank of America regarding our letter of credit.

My best,

Omar

Omar A. Karim

Banneker Ventures, LLC

700 12th Street, NW, Suite 700

Washington, DC 20005

(202) 667-4110 office

(301) 523-1810 cell

okarim@bannekerventures.com

Date: Mon, 11 Feb 2008 15:22:37 -0500
From: lakeys.raglin-walker@bankofamerica.com
Subject: letter of credit
To: www.rdoggett@wmata.com
CC: www.jkern@tmapchs.org

To: Ms.Doggett

From : Lakeysa Walker (Bank Of America)

Banking Center Manger

I am writing to you to inform you that the current letter of credit for District Development Group, llc is still valid until march 31, 2008. I have already put in for a extension on the Loc. You should be receive it about a week. If you have any Question please feel free to call me. 202 552-7200.

Thank You

Lakeysa Walker

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Wednesday, February 13, 2008 11:54 AM
To: Doggett, Rosalyn
Subject: RE: FW: letter of credit

Yes. We have our debt financing through Wachovia (for the acquisition) already in the deal (since 4/06) and more than $3.5M in equity through Fannie Mae, Four Points (formerly of West*Group) and Banneker also in the deal. We are currently in discussions with several financing sources to provide the construction loan which will be needed later in the year. Based on our conversations with these shops, they are confident that we will be able to close on these funds well in time to start construction in the fall.

Because of (1) the project's great location (2 blocks from the Silver Spring Metro Station, directly across the street from Safeway Grocery Store and 2 blocks from Whole Foods), (2) our development team's experience (Banneker, Four Points, Holland + Knight LLP, Sorg and Associates, and VIKA, Inc.), (3) boutique size (52 residential units), and (4) significant equity we already have in the deal, all of these shops believe that this project is financially viable and readily financeable.

For your WMATA site, we also have a plethora of financing sources that are interested in providing financing for the project. Victor MacFarlane, our equity partner, called me last week to express his firm's continued interest in providing the equity needed for the project as well as bringing his firm's debt partners to the project, should the debt opportunity be available.

Omar

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okarim@bannekerventures.com

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Wednesday, February 13, 2008 11:03 AM
To: Omar A. Karim
Subject: RE: FW: letter of credit

do you have financing commitments?

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Ms. Doggett,

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700 12th Street, NW, Suite 700

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From: lakeys.raglin-walker@bankofamerica.com
Subject: letter of credit
To: www.rdoggett@wmata.com
CC: www.jkern@tmapchs.org

To: Ms.Doggett

From : Lakeysa Walker (Bank Of America)

Banking Center Manger

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To: Doggett, Rosalyn
Subject: RE: FW: letter of credit

Ms. Doggett,

The project is coming along great! We received our first two approvals (Preliminary and Project Plan approvals) from the Montgomery County Planning Commission this past fall (unanimous decision) and are awaiting Site Plan approval from the Commission next month. We expect to complete designs this spring, break ground in the fall and complete construction by fall of next year. Everyone in the County from County Executive Ike Leggett, County Councilwoman Valerie Ervin (Silver Spring), and others have been extremely supportive in assisting us with keeping the project on schedule from an approval standpoint. They have enjoyed working with Banneker and are happy to have our firm working with them in the County. Should you have any questions from a County standpoint, please feel free to contact the Executive at 240-777-2526 (direct #) or Councilwoman Ervin at 240-777-7960 (direct). Should you have any other questions that we could answer, we would be happy to do so.

My best,

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Wednesday, February 13, 2008 9:07 AM
To: Omar A. Karim
Subject: Re: FW: letter of credit

what is the status of the Thayer project in Silver Spring

>>> "Omar A. Karim" <okarim@bannekerventures.com> 2/11/2008 8:07 PM >>>
Ms. Doggett,

Just wanted to confirm that you received this email from Bank of America regarding our letter of credit.

My best,

Omar

Omar A. Karim

Banneker Ventures, LLC

700 12th Street, NW, Suite 700

FOIA CONFIDENTIAL TREATMENT REQUESTED

Washington, DC 20005

(202) 667-4110 office

(301) 523-1810 cell

okarim@bannekerventures.com

Date: Mon, 11 Feb 2008 15:22:37 -0500
From: lakeys.raglin-walker@bankofamerica.com
Subject: letter of credit
To: www.rdoggett@wmata.com
CC: www.jkern@tmapchs.org

To: Ms.Doggett

From : Lakeysa Walker (Bank Of America)

Banking Center Manger

I am writing to you to inform you that the current letter of credit for District Development Group, llc is still valid until march 31, 2008. I have already put in for a extension on the Loc. You should be receive it about a week. If you have any Question please feel free to call me. 202 552-7200.

Thank You

Lakeysa Walker

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Monday, February 11, 2008 8:07 PM
To: Doggett, Rosalyn
Subject: FW: letter of credit

Ms. Doggett,

Just wanted to confirm that you received this email from Bank of America regarding our letter of credit.

My best,

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

Date: Mon, 11 Feb 2008 15:22:37 -0500
From: lakeys.raglin-walker@bankofamerica.com
Subject: letter of credit
To: www.rdoggett@wmata.com
CC: www.jkern@tmapchs.org

To: Ms.Doggett
From : Lakeysa Walker (Bank Of America)
Banking Center Manger

I am writing to you to inform you that the current letter of credit for District Development Group, llc is still valid until march 31, 2008. I have already put in for a extension on the Loc. You should be receive it about a week. If you have any Question please feel free to call me. 202 552-7200.

Thank You
Lakeysa Walker

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Saturday, February 09, 2008 6:19 PM
To: Doggett, Rosalyn
Subject: Letter of Credit - WMATA Project at 8th and Florida Avenue
Attachments: WMATA LOC.pdf

Importance: High

Ms. Doggett,

As promised, attached please find proof that our letter of credit is valid until March 31, 2008. We have requested that the LOC be extended until March 31, 2009. We expect to receive a copy of the extension any day now. As soon as we receive it, we will forward it to you. Please contact us should you have any questions.

Thank you for your continued consideration.

My Best,

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Monday, February 04, 2008 7:18 PM
To: okarim@bannekerventures.com; Doggett, Rosalyn
Cc: Williams, Warren; Jones, Phinis; Kern, Josh
Subject: Re: letter of credit

Ms. Doggett,
Sorry that I missed your call. We will check on this first thing in the morning and will call you as soon as we find out what's going on. Do you know how much longer we should have the LOC available before you all make a selection?
Omar
------Original Message------
From: Rosalyn Doggett
Sender:
To: Omar A. Karim
Sent: Feb 4, 2008 4:00 PM
Subject: letter of credit

I received notice today from BOA about non-extension of LOC Please call to address Thanks

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Wednesday, January 30, 2008 11:56 AM
To: Doggett, Rosalyn
Cc: warren@bannekerventures.com; Washington, Joel R.
Subject: Howard/Shaw WMATA Project

Importance: High

Ms. Doggett,

As we discussed earlier today, we expect to receive a letter from Howard regarding their adjacent CVS site any moment. As soon as we receive it, we will have it couriered to you.

Moreover, we are having the site plan board, letter from Metropolis Development and cover letter clarifying cash flow and profit split with WMATA couriered to you this morning. I personally spoke with Victor MacFarlane yesterday and he reiterated his and his firmâ€™s continued enthusiasm about financing the project and informed Howard of this as well.

Should you have any questions or require clarification, please contact me.

My best,

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, January 07, 2008 10:14 AM
To: Washington, Joel R.
Subject: Re: Fwd: Omar Karim

I spoke with him on Friday.

>>> Joel R. Washington 1/7/2008 10:06 AM >>>
he probably wants to know when we will be making a decision. I haven't call him yet!

joel

>>> Ebony Johnson 1/4/2008 4:24:03 PM >>>
from Banneker Ventures called, please give him a call @ 202-523-1810 (cell)

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Washington, Joel R.
Sent: Monday, January 07, 2008 10:07 AM
To: Doggett, Rosalyn
Subject: Fwd: Omar Karim

he probably wants to know when we will be making a decision. I haven't call him yet!

joel

>>> Ebony Johnson 1/4/2008 4:24:03 PM >>>
from Banneker Ventures called, please give him a call @ 202-523-1810 (cell)

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Wednesday, January 02, 2008 1:53 PM
To: okarim@bannekerventures.com; Doggett, Rosalyn
Cc: Williams, Warren; Kern, Josh
Subject: Re: Florida Avenue properties

Ms. Doggett,
Wanted to follow-up from your email last week. Our Team remain very interested in partnering with WMATA on these key parcels. We believe that we would provide WMATA with the most attractive financial and overall deal from among the remaining potential partners. We look forward to providing you and your staff with answers to any remaining questions that you may have.
Best,
Omar
301-523-1810 cell
------Original Message------
From: Rosalyn Doggett
Sender:
To: Omar A. Karim
To: joshuakern@districtdevelopmentgroup.com
Sent: Dec 24, 2007 11:01 AM
Subject: Florida Avenue properties

We are here all week, are doing some additional due diligence that we were not able to complete last week and expect to be able to communicate later this week.

Thanks again for your cooperation.

Rosalyn Doggett

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Monday, December 24, 2007 1:11 PM
To: Doggett, Rosalyn
Cc: warren@bannekerventures.com; joshuakern@districtdevelopmentgroup.com
Subject: RE: Florida Avenue properties

Ms. Doggett,

Thank you for the email. We look forward to hearing from you later this week and getting you any additional information that you may need as you go about your decision making process. Since our presentation last week, we have had further conversations with a number of financial institutions that are excited about the possibility of providing the financing for the project. Upon receipt of further questions and/or requests for clarification from you, we expect to provide you with further proof of our ability to get the necessary financing for this project.

Again, we appreciate the opportunity to be considered for this joint venture development project.

Warmest regards,

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Monday, December 24, 2007 11:02 AM
To: okarim@bannekerventures.com; joshuakern@districtdevelopmentgroup.com
Subject: Florida Avenue properties

We are here all week, are doing some additional due diligence that we were not able to complete last week and expect to be able to communicate later this week.

Thanks again for your cooperation.

Rosalyn Doggett

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Wednesday, September 09, 2009 5:21 PM
To: Meister, Mark K.
Cc: Maurice' 'Perry; aives@bannekerventures.com; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; Doggett, Rosalyn; John' 'Hagner; Moneme, Emeka; Marshall, Malcolm; Bottigheimer, Nat
Subject: RE: Shaw-Howard/Florida Avenue Appraisal

Importance: High

Mark,

Thank you for the email with your thoughts on the basic WMATA Financial Terms. Below are our comments:

Capitalized Lease Payments
If we agree to all of the other terms, we could agree to pay the value of the capitalized lease payment of $1.98M that your appraiser put together.

Please explain why you indicated that the value of the land was absent any subsidies other than 4% tax credits. Based on our knowledge of projects that include 20% affordable housing, and as discussed with you all on several occasions, the value of the land would be zero if we had to do 20% affordable housing and then we would still need some subsidies to cover the gap. We can't think of one project in the District that includes 20% affordable housing that is paying anywhere close to what we would pay WMATA AND these projects would still need subsidies.

We would not be willing to pay WMATA any portion of any subsidies that we obtain for the project, let alone paying 80% of anything that we get. We've mentioned this many times before as we believe that no project could move forward with 20% affordable housing and pay $1.98M at closing for the land, without some public subsidies to help close the gap because of the inclusion of the affordable housing units.

Pre-Closing Payments
Okay with amounts but payments would be made quarterly.

Additional Density
This is confusing. The portion of the alley that will be closed is 1,025 SF. About ½ will be deeded to WMATA and ½ will be deeded to us as the purchasers of the adjacent parcels that are next to the alley. Since we are building a 5 story building, this would mean 512 SF x 5 stories = 2,560 SF would be attributable to WMATA land. Based on your calculations of the value of the land, this would mean that we would pay about $16 per SF or $42,000 in additional capitalized rent at Lease execution. We could agree to this increase over the $1.98M.

Annual Operating Income Participation
We would agree to 1.5% of Effective Gross Income but would not run our Debt Service Coverage at 1.25. We've never run our DSC at 1.25 as our project couldn't be financed at this rate. We are using a 1.11 DSC because HUD allows this.

Capital Event Participation
Any equity or member loans to receive a 20% return prior to WMATA receiving its 10% of net proceeds. Member loans or equity are indistinguishable. We could agree that equity or member loans not to exceed 40% of the development costs.

Term
Initial term is 60 years with an option for the Developer to extend for another 39 years. Any annual escalation after the initial term to be at 1%, not 3%.

After yesterday's meeting, we thought that we were much closer to resolving the financial issues with you all. However, based on the terms that you sent us this afternoon, it appears that you all want to continue to raise new issues and change old ones. We cannot send over a summary of open issues until we know where we are with the ones above.

We welcome meeting with you again on Friday to try to come to some agreement on these terms.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005

FOIA CONFIDENTIAL TREATMENT REQUESTED

(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: Meister, Mark K. [mailto:MMeister@wmata.com]
Sent: Wednesday, September 09, 2009 2:54 PM
To: okarim@bannekerventures.com
Cc: Bottigheimer, Nat; Moneme, Emeka; Doggett, Rosalyn; Marshall, Malcolm
Subject: RE: Shaw-Howard/Florida Avenue Appraisal

Omar,

As discussed, please see attached Basic WMATA Financial Terms.

Mark

Mark K. Meister
Acting Director
Office of Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001
Tel: 202-962-1589
Fax: 202-962-2396
Email: mmeister@wmata.com

From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, September 09, 2009 2:38 PM
To: Meister, Mark K.
Cc: Tiwana Hicks
Subject: Re: Shaw-Howard/Florida Avenue Appraisal?

Thanks.

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Meister, Mark K."
Date: Wed, 9 Sep 2009 14:22:28 -0400
To: Omar A. Karim<okarim@bannekerventures.com>
Subject: RE: Shaw-Howard/Florida Avenue Appraisal?
Omar,

I will have it to you within the next half hour.

Mark

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, September 09, 2009 1:55 PM
To: Meister, Mark K.
Cc: 'Tiwana Hicks'
Subject: Shaw-Howard/Florida Avenue Appraisal?
Importance: High

Mark,

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012747

Any word on the update appraisal results?

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Tuesday, August 18, 2009 5:16 PM
To: 'Tiwana Hicks'; Doggett, Rosalyn
Cc: 'Maurice' 'Perry'; Medina, Ed; Moneme, Emeka; Montague, Joshua W.; Meister, Mark K.; Bushnaq, Tariq
Subject: RE: As-builts for Jazz @ Florida Avenue

Rosalyn,

Thank you.

Omar

From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Tuesday, August 18, 2009 5:07 PM
To: Tiwana Hicks
Cc: Meister, Mark K.; Maurice' 'Perry; Moneme, Emeka; 'Omar A. Karim'; Montague, Joshua W.; Bushnaq, Tariq; Medina, Ed
Subject: FW: As-builts for Jazz @ Florida Avenue

Attached are mechanical drawings, which show a small portion of a fan room above the tunnel in the northeast corner of the middle parcel. That area would need to be reserved as well. Its exact dimensions can plotted against the property line when you complete the survey.

From: Ghanta, Venkata
Sent: Tuesday, August 18, 2009 4:39 PM
To: Doggett, Rosalyn
Cc: Bushnaq, Tariq
Subject: As-builts for Jazz @ Florida Avenue

Roz,
Please see the attached mechanical as-built drawings for Jazz@ Florida Avenue JD project.

Thanks..
Venkata

Venkata S. Ghanta
Joint/Adjacent Construction Engineer
WMATA Office of Joint Development and Adjacent Construction (JDAC)
3500 Pennsy Drive, Room C106
Landover, MD 20785

301-618-7737 Line
202-962-1573 Line
301-583-3006 Fax
vghanta@wmata.com
Visit the JDAC web page at
http://www.wmata.com/business/joint_development_opportunities/adjacent_construction_information.cfm

FOIA CONFIDENTIAL TREATMENT REQUESTED

April 26, 2010

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005

RE: Shaw-Howard/Florida Avenue Development Site

Dear Mr. Karim,

On March 25, 2010, the proposed extension of time for the Shaw-Howard/Florida Avenue Joint Development project was considered by Metro's Board of Directors. The chair of the Joint Development and Real Estate Committee moved to extend your team's exclusive negotiation period to July 30, 2010. The Board, however, voted unanimously to table the matter.

Under the Shaw-Howard/Florida Avenue Joint Development Term Sheet, your exclusive negotiation period for this project expired on March 31, 2010. At this time, Metro has no plans to revisit this matter either at the staff or Board level.

We thank you and your team for all of your efforts in promoting development in the District of Columbia.

Sincerely,

Steven Goldin
Director
Office of Station Area Planning & Asset Management

Washington Metropolitan Area Transit Authority

600 Fifth Street, NW
Washington, DC 20001
202/962-1234

By Metrorail
Judiciary Square—Red
Gallery Place-Chinatown—
Red, Green and
Yellow Lines
By Metrobus
Routes B1, 03, 06, P6,
70, 71, 80, 92

A District of Columbia, Maryland and Virginia Transit Partnership

Doggett, Rosalyn

From: Omar Karim [okarim@bannekerventures.com]
Sent: Wednesday, March 24, 2010 6:18 PM
To: Goldin, Steven
Cc: Doggett, Rosalyn; Bottigheimer, Nat; Catoe, John B.; Sarles, Richard; peter.metro@verizon.net; Tiwana Hicks; Anthony James Ives
Subject: Re: Info on Banneker Ventures

Steve,

Will the WMATA staff-Banneker agreed-upon Term Sheet be considered at tomorrow's Joint Development Committee meeting. Didn't see it on the committee agenda. Do you have the Secretary's contact info?

Thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Goldin, Steven" <sgoldin@wmata.com>
Date: Mon, 22 Mar 2010 11:59:00 -0400
To: Omar A. Karim<okarim@bannekerventures.com>
Cc: Doggett, Rosalyn<RDoggett@wmata.com>; Bottigheimer, Nat<NBottigheimer@wmata.com>; Catoe, John B.<jbcatoe@wmata.com>; Sarles, Richard<rsarles@wmata.com>; peter.metro@verizon.net<peter.metro@verizon.net>; Neil.Albert@dc.gov<Neil.Albert@dc.gov>; Yohance.Fuller@dc.gov<Yohance.Fuller@dc.gov>; thicks@bannekerventures.com<thicks@bannekerventures.com>; aives@bannekerventures.com<aives@bannekerventures.com>
Subject: RE: Info on Banneker Ventures

Omar

Since this is now a matter involving the Board calendar, I have forwarded your e-mail to our Board Secretary for review.

Steve Goldin

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Monday, March 22, 2010 11:47 AM
To: Goldin, Steven
Cc: Doggett, Rosalyn; Bottigheimer, Nat; Catoe, John B.; Sarles, Richard; peter.metro@verizon.net; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; thicks@bannekerventures.com; aives@bannekerventures.com
Subject: RE: Info on Banneker Ventures
Importance: High

Steve,

As we understand it, the Revised Term Sheet between Banneker and WMATA, which has been fully negotiated and agreed to by WMATA Staff and Banneker, has been removed from the March 25, 2010 Agenda of the Planning, Development and Real Estate Committee. Can you advise when the matter will be put back on the Agenda. I believe that at the January 28, 2010 meeting of the WMATA Board, the Board stated that the amended Term Sheet should be brought to the Board by March 31, 2010. Are you expecting that the item will be put back on Thursday's agenda or put on another agenda prior to March 31, 2010? As we discussed at our last meeting, within 60 days, HUD will be changing its guidelines to finance projects such as ours. The changes will have an adverse effect on our project if we do not finalize our deal (vis-à-vis the amended Term Sheet) with WMATA in the coming days. Our lender has advised us that if we don't file our pre-application with HUD by the end of April/early May, the new guidelines will go into effect and therefore, we will need several million more dollars in equity to finance this project, making this project difficult to do given the amount of money we are paying WMATA for the capitalized lease. As you recall, we have already lost $6M in low income housing tax credits that we were awarded last year because the term sheet/lease wasn't approved by WMATA's Board prior to December 31, 2009. In reviewing this project's timeline this morning, we noticed that it has

FOIA CONFIDENTIAL TREATMENT REQUESTED

been more than 2 years (Feb 28, 2008 to be exact), since we were first advised by WMATA that it had selected the Banneker-lead team to develop the Florida Avenue sites. Any further delays by WMATA's Board to approve the financial terms of the deal will greatly harm the deal.

Thank you in advance for attention to this matter.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: Goldin, Steven [mailto:sgoldin@wmata.com]
Sent: Thursday, March 18, 2010 5:52 PM
To: 'okarim@bannekerventures.com'
Cc: Doggett, Rosalyn; 'thicks@bannekerventures.com'; Yohance.Fuller@dc.gov; Neil.Albert@dc.gov
Subject: Re: Info on Banneker Ventures

To me...front and back

From: Omar A. Karim
To: Goldin, Steven
Cc: Doggett, Rosalyn; thicks@bannekerventures.com ; Yohance.Fuller@dc.gov; Neil.Albert@dc.gov
Sent: Thu Mar 18 17:39:44 2010
Subject: RE: Info on Banneker Ventures
We can have20 copies hand delivered first thing in the morning. Should the package be addressed to you? Should it be front and back (1 page) or 2 pages?

From: Goldin, Steven [mailto:sgoldin@wmata.com]
Sent: Thursday, March 18, 2010 5:31 PM
To: Omar A. Karim
Cc: Doggett, Rosalyn; thicks@bannekerventures.com; Yohance.Fuller@dc.gov; Neil.Albert@dc.gov
Subject: RE: Info on Banneker Ventures

Omar

This is very helpful. Can you have 20 copies delivered here early next week?

Steve

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, March 18, 2010 5:09 PM
To: Goldin, Steven
Cc: Doggett, Rosalyn; thicks@bannekerventures.com; Yohance.Fuller@dc.gov; Neil.Albert@dc.gov
Subject: Info on Banneker Ventures

Steve,

As discussed with you and Roz earlier today, attached please find some more information on our firm including our firm's capability statement.

Additionally, answers to the two questions that were raised during your briefing with Mr. Graham yesterday are below:

1. Banneker removed the 2 adjacent parcels b/c of legal issues raised by WAMTA's General Counsel about a co-tenancy agreement that would have to be executed as part of the project. In removing the parcels, the Developer is now able to pay WMATA more money as part of the capitalized lease payment because more of its cash was freed up.
2. Banneker and Metropolis agreed that Metropolis would leave the partnership because Metropolis' principal became ill with brain cancer, which ultimately led to the company closing down. Banc of America CDC will be replaced because Mr. Graham wanted us to change our deal from a sale to a lease. Unfortunately, BoA was

FOIA CONFIDENTIAL TREATMENT REQUESTED

comfortable with a sale but not with a lease. Mr. Graham and I agreed that we would replace BoA at a suitable time and with a suitable replacement partner because of the change that Mr. Graham wanted.

I hope that this information is helpful.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Monday, March 22, 2010 11:47 AM
To: Goldin, Steven
Cc: Doggett, Rosalyn; Bottigheimer, Nat; Catoe, John B.; Sarles, Richard; peter.metro@verizon.net; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; thicks@bannekerventures.com; alves@bannekerventures.com
Subject: RE: Info on Banneker Ventures

Importance: High

Steve,

As we understand it, the Revised Term Sheet between Banneker and WMATA, which has been fully negotiated and agreed to by WMATA Staff and Banneker, has been removed from the March 25, 2010 Agenda of the Planning, Development and Real Estate Committee. Can you advise when the matter will be put back on the Agenda. I believe that at the January 28, 2010 meeting of the WMATA Board, the Board stated that the amended Term Sheet should be brought to the Board by March 31, 2010. Are you expecting that the item will be put back on Thursday's agenda or put on another agenda prior to March 31, 2010? As we discussed at our last meeting, within 60 days, HUD will be changing its guidelines to finance projects such as ours. The changes will have an adverse effect on our project if we do not finalize our deal (vis-à-vis the amended Term Sheet) with WMATA in the coming days. Our lender has advised us that if we don't file our pre-application with HUD by the end of April/early May, the new guidelines will go into effect and therefore, we will need several million more dollars in equity to finance this project, making this project difficult to do given the amount of money we are paying WMATA for the capitalized lease. As you recall, we have already lost $6M in low income housing tax credits that we were awarded last year because the term sheet/lease wasn't approved by WMATA's Board prior to December 31, 2009. In reviewing this project's timeline this morning, we noticed that it has been more than 2 years (Feb 28, 2008 to be exact), since we were first advised by WMATA that it had selected the Banneker-lead team to develop the Florida Avenue sites. Any further delays by WMATA's Board to approve the financial terms of the deal will greatly harm the deal.

Thank you in advance for attention to this matter.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: Goldin, Steven [mailto:sgoldin@wmata.com]
Sent: Thursday, March 18, 2010 5:52 PM
To: 'okarim@bannekerventures.com'
Cc: Doggett, Rosalyn; 'thicks@bannekerventures.com'; Yohance.Fuller@dc.gov; Neil.Albert@dc.gov
Subject: Re: Info on Banneker Ventures

To me...front and back.

From: Omar A. Karim
To: Goldin, Steven
Cc: Doggett, Rosalyn; thicks@bannekerventures.com ; Yohance.Fuller@dc.gov; Neil.Albert@dc.gov
Sent: Thu Mar 18 17:39:44 2010
Subject: RE: Info on Banneker Ventures
We can have20 copies hand delivered first thing in the morning. Should the package be addressed to you? Should it be front and back (1 page) or 2 pages?

From: Goldin, Steven [mailto:sgoldin@wmata.com]
Sent: Thursday, March 18, 2010 5:31 PM
To: Omar A. Karim

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012754

Cc: Doggett, Rosalyn; thicks@bannekerventures.com; Yohance.Fuller@dc.gov; Neil.Albert@dc.gov
Subject: RE: Info on Banneker Ventures

Omar

This is very helpful. Can you have 20 copies delivered here early next week?

Steve

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, March 18, 2010 5:09 PM
To: Goldin, Steven
Cc: Doggett, Rosalyn; thicks@bannekerventures.com; Yohance.Fuller@dc.gov; Neil.Albert@dc.gov
Subject: Info on Banneker Ventures

Steve,

As discussed with you and Roz earlier today, attached please find some more information on our firm including our firm's capability statement.

Additionally, answers to the two questions that were raised during your briefing with Mr. Graham yesterday are below:

1. Banneker removed the 2 adjacent parcels b/c of legal issues raised by WAMTA's General Counsel about a co-tenancy agreement that would have to be executed as part of the project. In removing the parcels, the Developer is now able to pay WMATA more money as part of the capitalized lease payment because more of its cash was freed up.
2. Banneker and Metropolis agreed that Metropolis would leave the partnership because Metropolis' principal became ill with brain cancer, which ultimately led to the company closing down. Banc of America CDC will be replaced because Mr. Graham wanted us to change our deal from a sale to a lease. Unfortunately, BoA was comfortable with a sale but not with a lease. Mr. Graham and I agreed that we would replace BoA at a suitable time and with a suitable replacement partner because of the change that Mr. Graham wanted.

I hope that this information is helpful.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar Karim [okarim@bannekerventures.com]
Sent: Thursday, March 18, 2010 6:12 PM
To: Goldin, Steven
Cc: Doggett, Rosalyn; Tiwana Hicks; Yohance.Fuller@dc.gov; Neil.Albert@dc.gov
Subject: Re: Info on Banneker Ventures

Will have them delivered first thing.

Omar A. Karim
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729 15th Street, NW, Suite 400
Washington, DC 20005
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(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Goldin, Steven" <sgoldin@wmata.com>
Date: Thu, 18 Mar 2010 17:51:41 -0400
To: 'okarim@bannekerventures.com'<okarim@bannekerventures.com>
Cc: Doggett, Rosalyn<RDoggett@wmata.com>;
'thicks@bannekerventures.com'<thicks@bannekerventures.com>;
Yohance.Fuller@dc.gov<Yohance.Fuller@dc.gov>; Neil.Albert@dc.gov<Neil.Albert@dc.gov>
Subject: Re: Info on Banneker Ventures

To me...front and back

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012756

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okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Thursday, March 18, 2010 5:40 PM
To: Goldin, Steven
Cc: Doggett, Rosalyn; thicks@bannekerventures.com; Yohance.Fuller@dc.gov; Neil.Albert@dc.gov
Subject: RE: Info on Banneker Ventures

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To: Goldin, Steven
Cc: Doggett, Rosalyn; thicks@bannekerventures.com; Yohance.Fuller@dc.gov; Neil.Albert@dc.gov
Subject: Info on Banneker Ventures
Attachments: Banneker Ventures - Capability Statement.pdf; Representative Projects of Banneker Ventures and Omar Karim (WMATA).pdf

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okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar Karim [okarim@bannekerventures.com]
Sent: Tuesday, March 16, 2010 4:30 PM
To: Doggett, Rosalyn
Cc: Goldin, Steven; Montague, Joshua W.; Bottigheimer, Nat; Tiwana Hicks; Anthony James Ives
Subject: Re: Florida Avenue - Term Sheet

Roz,

Thanks for your comments. For the sake of getting this thing done this week, we are acceptable to your comments.

Please send a final clean version to us.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Doggett, Rosalyn" <RDoggett@wmata.com>
Date: Tue, 16 Mar 2010 16:03:00 -0400
To: Omar A. Karim<okarim@bannekerventures.com>
Cc: Goldin, Steven<sgoldin@wmata.com>; Montague, Joshua W.<jwmontague@wmata.com>; Bottigheimer, Nat<NBottigheimer@wmata.com>
Subject: RE: Florida Avenue - Term Sheet

Omar,

We have reviewed your points below as well as the "blue line" you sent us and have the following to relate:

We will accept your comments on items 1, 2 and 4. On item 1, you are correct, in your e-mail about increasing your offer to $5.2 million indicated that you were including the value of Effective Gross Income (EGI) participation. On item 2, we have no problem with keying the deadline to lease closing. On item 4, which you newly raise, we can agree as we will value the land as if vacant in year 50 (per draft lease language) and have a 3% annual escalation per the term sheet. Just to be clear on item 4, we are talking about a total 75-year lease: a 50 year initial term and 25 year extension.

With respect to item 3, we hold to the language that we sent you and reiterate the reasoning that Josh gave you . The capital event exclusions that you had-- transfers among existing members and to wholly owned entities and transfer of interests in publicly traded entities-- could all be profitable events in which WMATA should participate. Hence, we cannot agree to excluding them. And, in a refinancing we are talking about getting only 2% of proceeds after original senior project mortgage debt, which debt according to your pro forma represents 70% of project cost. So given that we are getting no EGI, we do not think it reasonable to further water down the 2% refinancing proceeds that we participate in and cannot agree to do so.

We are available to discuss further if need be.

Roz

Sent: Tuesday, March 16, 2010 11:17 AM
To: Montague, Joshua W.; 'Tiwana Hicks'
Cc: Doggett, Rosalyn; Goldin, Steven; 'Anthony Ives'; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov
Subject: RE: Florida Avenue - Term Sheet
Importance: High

Josh,

FOIA CONFIDENTIAL TREATMENT REQUESTED

Attached please find our comments to the Term Sheet. All comments are consistent with our recent emails and meeting a few weeks ago. Three points of note:

1. Getting our investors to increase the capitalized lease from $2.8M to $5.2M required us to remove the EGI participation in order to made the deal work;
2. Getting to grade will be based on a certain number of days from Closing as oppose to execution of the JDA;
3. The terms that we previously negotiated on what triggers Capital Event participation (transfers, etc.) must remain the same; and
4. Since we decreased the lease from 99 years to 75 years, our investors require one option period of 25 years as oppose to several which the term sheet was unclear about.

Can we meet this week to finalize the document? We are available tomorrow after 10, Thursday after 12 and Friday except 1-2:30.

Thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell

From: Montague, Joshua W. [mailto:jwmontague@wmata.com]
Sent: Friday, March 12, 2010 9:08 AM
To: okarim@bannekerventures.com; Tiwana Hicks
Cc: Doggett, Rosalyn; Goldin, Steven
Subject: RE: Florida Avenue - Term Sheet

Attached is a redline version of this document.

Please feel free to contact me with any questions.

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority
600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

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From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, March 11, 2010 5:46 PM
To: Montague, Joshua W.; Tiwana Hicks
Cc: Doggett, Rosalyn; Goldin, Steven
Subject: Re: Florida Avenue - Term Sheet

Josh,

Thanks for the term sheet. Can you forward this as a redline to the last version. Would make it much easier for us to go to the changes made versus having our counsel comb through the entire agreement line by line.

Thanks in advance.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012761

Omar

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Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Montague, Joshua W." <jwmontague@wmata.com>
Date: Wed, 10 Mar 2010 16:44:09 -0500
To: Omar A. Karim<okarim@bannekerventures.com>; 'Tiwana Hicks'<thicks@bannekerventures.com>
Cc: Doggett, Rosalyn<RDoggett@wmata.com>; Goldin, Steven<sgoldin@wmata.com>
Subject: RE: Florida Avenue - Term Sheet

Omar and Tiwana,

The updated draft of the Term Sheet is attached hereto.

We have incorporated the lease execution and foundation completion dates in the second schedule that Tiwanna sent us (this shows 21, instead of 20 months as in the Nov term sheet, to get to lease closing and 7 months after that to get to foundation completion, the latter not having been addressed in the Nov term sheet).

We have eliminated exclusions from the capital events definition that seem to us to be the equivalent of profit making events in which WMATA should share,
namely transfers among existing members and to wholly-owned entities and transfers of interests in publicly traded entities—all of which allow buyouts by partners, which *are* capital events. Given Metro's modest 2% stake in capital events, we cannot see that this is at issue.

We have clarified net capital event proceeds to exclude any payouts below the retirement of original senior mortgage debt. This again is to eliminate carve outs that further reduce Metro's limited 2% participation.

Please do not hesitate to contact me with any questions.

Sincerely,

Josh Montague

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From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, March 09, 2010 11:29 PM
To: 'Tiwana Hicks'; Montague, Joshua W.
Cc: Doggett, Rosalyn
Subject: RE: Florida Avenue - Term Sheet

Thanks Josh.

From: Montague, Joshua W. [mailto:jwmontague@wmata.com]
Sent: Tuesday, March 09, 2010 6:55 PM
To: okarim@bannekerventures.com; Tiwana Hicks

FOIA CONFIDENTIAL TREATMENT REQUESTED

Cc: Doggett, Rosalyn
Subject: Florida Avenue - Term Sheet

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We were hoping to provide the updated draft of the Term Sheet by COB today. Unfortunately, we are still waiting for principals to approve.

I hope to have for you tomorrow morning. Please feel free to call me with any questions.

Sincerely,

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012763

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Tuesday, March 16, 2010 11:17 AM
To: Montague, Joshua W.; 'Tiwana Hicks'
Cc: Doggett, Rosalyn; Goldin, Steven; 'Anthony Ives'; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov
Subject: RE: Florida Avenue - Term Sheet
Attachments: WMATA Amended Term Sheet for Lease of Florida Ave Sites (Developer comments as of 3-16-10).doc

Importance: High

Josh,

Attached please find our comments to the Term Sheet. All comments are consistent with our recent emails and meeting a few weeks ago. Three points of note:

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Sent: Friday, March 12, 2010 9:08 AM
To: okarim@bannekerventures.com; Tiwana Hicks
Cc: Doggett, Rosalyn; Goldin, Steven
Subject: RE: Florida Avenue - Term Sheet

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From: "Montague, Joshua W." <jwmontague@wmata.com>
Date: Wed, 10 Mar 2010 16:44:09 -0500
To: Omar A. Karim<okarim@bannekerventures.com>; 'Tiwana Hicks'<thicks@bannekerventures.com>
Cc: Doggett, Rosalyn<RDoggett@wmata.com>; Goldin, Steven<sgoldin@wmata.com>
Subject: RE: Florida Avenue - Term Sheet

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Subject: Re: Florida Avenue - Term Sheet

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Date: Wed, 10 Mar 2010 16:44:09 -0500
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Cc: Doggett, Rosalyn<RDoggett@wmata.com>; Goldin, Steven<sgoldin@wmata.com>
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Washington, DC 20001
phone: (202) 962-1275

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FOIA CONFIDENTIAL TREATMENT REQUESTED

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, March 09, 2010 11:29 PM
To: 'Tiwana Hicks'; Montague, Joshua W.
Cc: Doggett, Rosalyn
Subject: RE: Florida Avenue - Term Sheet

Thanks Josh.

From: Montague, Joshua W. [mailto:jwmontague@wmata.com]
Sent: Tuesday, March 09, 2010 6:55 PM
To: okarim@bannekerventures.com; Tiwana Hicks
Cc: Doggett, Rosalyn
Subject: Florida Avenue - Term Sheet

Omar and Tiwana,

We were hoping to provide the updated draft of the Term Sheet by COB today. Unfortunately, we are still waiting for principals to approve.

I hope to have for you tomorrow morning. Please feel free to call me with any questions.

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority
600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012768

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Tuesday, March 09, 2010 11:29 PM
To: 'Tiwana Hicks'; Montague, Joshua W.
Cc: Doggett, Rosalyn
Subject: RE: Florida Avenue - Term Sheet

Thanks Josh.

From: Montague, Joshua W. [mailto:jwmontague@wmata.com]
Sent: Tuesday, March 09, 2010 6:55 PM
To: okarim@bannekerventures.com; Tiwana Hicks
Cc: Doggett, Rosalyn
Subject: Florida Avenue - Term Sheet

Omar and Tiwana,

We were hoping to provide the updated draft of the Term Sheet by COB today. Unfortunately, we are still waiting for principals to approve.

I hope to have for you tomorrow morning. Please feel free to call me with any questions.

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority
600 Fifth Street, N.W.
Washington, DC 20001
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FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar Karim [okarim@bannekerventures.com]
Sent: Sunday, March 07, 2010 8:08 AM
To: Anthony James Ives; Tiwana Hicks; Doggett, Rosalyn
Cc: Eric Smart; Montague, Joshua W.; Goldin, Steven; Bushnaq, Tariq
Subject: Re: Followup on Florida Avenue

Roz,

Also, the exclusions in Capital Participation has to remain the same as we previously negotiated and agreed to.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Doggett, Rosalyn" <RDoggett@wmata.com>
Date: Thu, 25 Feb 2010 13:51:49 -0500
To: Omar A. Karim<okarim@bannekerventures.com>; aives@bannekerventures.com<aives@bannekerventures.com>; 'Tiwana Hicks'<thicks@bannekerventures.com>
Cc: Goldin, Steven<sgoldin@wmata.com>; eric.smart@bolansmart.com<eric.smart@bolansmart.com>; Montague, Joshua W.<jwmontague@wmata.com>; Bushnaq, Tariq<TBushnaq@wmata.com>
Subject: Followup on Florida Avenue

Good afternoon, Omar. Per our staff review this morning, we have the following comments/requests:

1. Parking feasibility- where will the 41 spaces go, precisely, and how will you be able to justify only 41 spaces for 153,000 gsf of residential and retail vis a vis zoning regulations and market?
2. What type of foundation system are you using to support the light gauge steel construction? The question, of course, relates to how you will span our tunnels.
3. We think that with a 20% IRR to the developer, the return on adjusted gross income from capital event refinancing proceeds should be 10% of adjusted gross proceeds. Also, exclusions from capital events should be limited to estate transfers and to inclusion of equity/debt partners where no profit to participants is involved. They should definitely not include transfers among partners.
4. From discussions with other developers and comments from time to time from our board members, we believe that a 70 year lease would be sufficient and are requesting a reduction from 99 years.
5. Please reaffirm that BACDC is still in the deal as a development/financial partner.
6. On the cost credit for your consideration of a sale vs. lease this past Sept/Oct, please provide certification that Mr. Catoe or Mr. Graham offered that adjustment. Secondly, please be aware that from what you sent us previously, we can validate at best $30,000 if you still want to include this item in a term sheet.
7. We still need a development guaranty from a third party rated at least AA.
8. Please attach an updated schedule. We will include language in our agreement, per Board request, that if a foundation to street level is not provided by a date x , the project will revert to WMATA.
9. I want to reiterate the need for the pro formas and elevations/plans and, also, itemized sources of funds for development which I did not ask for yesterday.

Items 8 and 9 are important to get ASAP because the project has changed.

On a happy note, congratulations on your new son. Great news!

I look forward to your response.
Roz

Rosalyn P. Doggett
Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

FOIA CONFIDENTIAL TREATMENT REQUESTED

rdoggett@wmata.com
202-962-2208 phone
202-962-2396 fax

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar Karim [okarim@bannekerventures.com]
Sent: Sunday, March 07, 2010 8:05 AM
To: Anthony James Ives; Tiwana Hicks; Doggett, Rosalyn
Cc: Eric Smart; Montague, Joshua W.; Goldin, Steven; Bushnaq, Tariq
Subject: Re: Followup on Florida Avenue

Roz,

In response to #3 below, based on our conversation on Friday, there must be some misunderstanding re WMATA's participation in Capital Events. During the last negotiations, we agreed to accept wmata's offer of 2% participation before our investors receive a 20% IRR. However, if wmata wants a larger participation as we previously agreed, we would have to go back to the equity receiving a 20% IRR before wmata participation. Please let us know which option wmata wants to go with.

Thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Doggett, Rosalyn" <RDoggett@wmata.com>
Date: Thu, 25 Feb 2010 13:51:49 -0500
To: Omar A. Karim<okarim@bannekerventures.com>; aives@bannekerventures.com<aives@bannekerventures.com>; 'Tiwana Hicks'<thicks@bannekerventures.com>
Cc: Goldin, Steven<sgoldin@wmata.com>; eric.smart@bolansmart.com<eric.smart@bolansmart.com>; Montague, Joshua W.<jwmontague@wmata.com>; Bushnaq, Tariq<TBushnaq@wmata.com>
Subject: Followup on Florida Avenue

Good afternoon, Omar. Per our staff review this morning, we have the following comments/requests:

1. Parking feasibility- where will the 41 spaces go, precisely, and how will you be able to justify only 41 spaces for 153,000 gsf of residential and retail vis a vis zoning regulations and market?
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4. From discussions with other developers and comments from time to time from our board members, we believe that a 70 year lease would be sufficient and are requesting a reduction from 99 years.
5. Please reaffirm that BACDC is still in the deal as a development/financial partner.
6. On the cost credit for your consideration of a sale vs. lease this past Sept/Oct, please provide certification that Mr. Catoe or Mr. Graham offered that adjustment. Secondly, please be aware that from what you sent us previously, we can validate at best $30,000 if you still want to include this item in a term sheet.
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8. Please attach an updated schedule. We will include language in our agreement, per Board request, that if a foundation to street level is not provided by a date x , the project will revert to WMATA.
9. I want to reiterate the need for the pro formas and elevations/plans and, also, itemized sources of funds for development which I did not ask for yesterday.

Items 8 and 9 are important to get ASAP because the project has changed.

On a happy note, congratulations on your new son. Great news!

I look forward to your response.
Roz

FOIA CONFIDENTIAL TREATMENT REQUESTED

Rosalyn P. Doggett
Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

rdoggett@wmata.com
202-962-2208 phone
202-962-2396 fax

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012773

Doggett, Rosalyn

From: Omar Karim [okarim@bannekerventures.com]
Sent: Sunday, March 07, 2010 7:49 AM
To: Montague, Joshua W.
Cc: Anthony James Ives; Tiwana Hicks; Doggett, Rosalyn
Subject: Jazz @ Florida Avenue - Updated Term Sheet

Josh,

Are you going to be updating the Term Sheet to reflect the current status of the project (no alley closing, new SF, lease term, etc)? If so, can you forward your draft to us so we can review prior to Roz having to send it to the GM, Board, etc.

Thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Friday, March 05, 2010 8:55 PM
To: Doggett, Rosalyn
Cc: aives@bannekerventures.com; 'Tiwana Hicks'; Goldin, Steven
Subject: Jazz @ Florida Avenue - $100K credit
Attachments: Jazz Salaries.pdf; Womble Carlyle Sandridge & Rice Expenses (Sept to Oct).pdf; Torti Gallas and Partners Expenses (Sept and Oct 09).pdf; Holland & Knight LLP Expenses (Sept and Oct 09).pdf

Roz,

Below please find the email that we sent to Nat and Steve on November 4, 2009 detailing the expenses that we incurred as a result of the change from a lease to a sale and now back to a lease. The total expenses are $115,308.76. As agreed with Messrs. Graham and Catoe, we will reduce the amount owed to WMATA by the $100k. For ease of the transaction, we will reduce the security deposit due at execution of the JDA (originally $250k) by this amount.

Omar

Omar A. Karim
Banneker Ventures, LLC
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Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: Tiwana Hicks [mailto:thicks@bannekerventures.com]
Sent: Friday, March 05, 2010 12:46 PM
To: 'Omar A. Karim'
Subject: Email regarding $100K credit

From: Tiwana Hicks [mailto:thicks@bannekerventures.com]
Sent: Wednesday, November 04, 2009 2:49 PM
To: 'NBottigheimer@wmata.com'; 'sgoldin@wmata.com'
Cc: 'Omar A. Karim Esquire (okarim@bannekerventures.com)'; 'Fuller, Yohance (EOM)'
Subject:

Nat,

Attached please find the following documents as further support of the $100,000 expense credit in connection with the change of the deal from a sale to a lease:

1. Developer Staff Salaries and Description of Work Performed in connection with change of deal from sale to lease. Total = $ 29,166.66
2. Womble Carlyle Sandridge & Rice, PLLC Billing Statements for legal services rendered in connection with change of deal from sale to lease. Total = $ 64,567.60
3. Torti Gallas and Partners Invoice Statement for architectural and engineering services performed in connection with preparation of Term Sheet Exhibits, Preliminary Development Plans, etc. Total = $ 19,800
4. Holland & Knight LLP Statement of Outstanding Balance for legal services rendered in connection with change of deal from sale to lease. Total = $ 1,774.50

Total Expenses incurred by Developer = $ 115,308.76. Please contact us with any questions. Thanks in advance for your consideration.

Tiwana

Tiwana Z. Hicks
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, D.C. 20005
T: (202) 393-5460

FOIA CONFIDENTIAL TREATMENT REQUESTED

F: (202) 393-5482
C: (202) 486-1863
thicks@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar Karim [okarim@bannekerventures.com]
Sent: Friday, March 05, 2010 12:40 PM
To: Doggett, Rosalyn
Cc: Anthony James Ives; Tiwana Hicks; Eric Smart; Montague, Joshua W.; Goldin, Steven; Bushnaq, Tariq
Subject: Re: Jazz Schedule

The 18 mons is for zoning, wmata reviews and design time. The financing is separate from this and is included in the 6 mons from mos 19-24 where drawings are complete and we go through permitting which takes 4 mos. This is very short. Eric stated that the zoning and drawings takes 18-20 mos and the permitting, completion of the drawings and closing on our loan should take another 6 mos. This is consistent with our schedule as well. The longest times on the schedule is for wmata reviews with Tariq confirmed with us just yesterday was 30 business days for each review. If wmata agrees to shorten its review time, we could save about 2-3 mons in the schedule and close with wmata in 21 mos which would be great.

As for the reverter clause, what have you seen for getting up to ground level? If its for any reversion, we should put some cushion in the schedule. We will add 90 days to it just in case something happens, such as snow, etc. Since we are building over a tunnel, seems prudent. We will send a revised schedule showing the additional 90 days.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Doggett, Rosalyn" <RDoggett@wmata.com>
Date: Fri, 5 Mar 2010 11:51:48 -0500
To: Omar A. Karim<okarim@bannekerventures.com>
Cc: aives@bannekerventures.com<aives@bannekerventures.com>; 'Tiwana Hicks'<thicks@bannekerventures.com>; eric.smart@bolansmart.com<eric.smart@bolansmart.com>; Goldin, Steven<sgoldin@wmata.com>; Montague, Joshua W.<jwmontague@wmata.com>; Bushnaq, Tariq<TBushnaq@wmata.com>
Subject: RE: Jazz Schedule

Omar, this schedule shows a closing on a ground lease on 8/17/12 some 24.5 months after the execution of the jda on 7/30/10. This is considerably more than the 18 months we talked about on Tuesday and the 600 days in the current term sheet for a less complicated project (we don't have to deal with the adjacent property) and seems too long to me. Can you explain why? It looks like arranging financing is what is extending the date. Can't that be done conterminously with construction reviews/permitting?

In the reverter clause, i.e., the site going back to WMATA if foundations are not finished to street level by a date certain, the date I would use in your schedule, subject to Tariq's concurrence, is item 72, garage construction/grade complete 3/1/13, 6.5 months after lease execution, which seems reasonable to me.

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, March 04, 2010 5:13 PM
To: Doggett, Rosalyn
Cc: aives@bannekerventures.com; 'Tiwana Hicks'; eric.smart@bolansmart.com; Goldin, Steven
Subject: Jazz Schedule

Roz,

Attached please find our most updated schedule for the Jazz @ Florida Avenue project. Please note that the date for closing with WMATA is contingent on Board approval of the revised term sheet on 3/25/10, JDA and lease on 7/22/10 and execution of the JDA by 7/30/10.

Please let us know if you have any questions.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Thursday, March 04, 2010 5:13 PM
To: Doggett, Rosalyn
Cc: aives@bannekerventures.com; 'Tiwana Hicks'; eric.smart@bolansmart.com; Goldin, Steven
Subject: Jazz Schedule
Attachments: Jazz @ Florida Avenue - Project Schedule (as of 3-4-2010).pdf

Roz,

Attached please find our most updated schedule for the Jazz @ Florida Avenue project. Please note that the date for closing with WMATA is contingent on Board approval of the revised term sheet on 3/25/10, JDA and lease on 7/22/10 and execution of the JDA by 7/30/10.

Please let us know if you have any questions.

Thanks.

Omar

Omar A. Karim
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729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Thursday, March 04, 2010 3:48 PM
To: Doggett, Rosalyn
Cc: aives@bannekerventures.com; thicks@bannekerventures.com; eric.smart@bolansmart.com; Goldin, Steven
Subject: Jazz @ Florida Avenue Financial Model
Attachments: Jazz Model (WMATA as of 3-4-2010).pdf

Importance: High

Roz,

As discussed this morning, attached please find the proformas, budget and sources and uses for the Jazz project.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012780

Doggett, Rosalyn

From: Omar Karim [okarim@bannekerventures.com]
Sent: Tuesday, March 02, 2010 1:48 PM
To: Doggett, Rosalyn
Cc: Tiwana Hicks
Subject: Re: FL Ave - Insurance

We are currently working w Clark Builders Group.

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Doggett, Rosalyn" <RDoggett@wmata.com>
Date: Tue, 2 Mar 2010 11:52:05 -0500
To: Omar A. Karim<okarim@bannekerventures.com>
Subject: FW: FL Ave - Insurance

Please let us know the answer. Thanks

From: Goldin, Steven
Sent: Tuesday, March 02, 2010 11:47 AM
To: Doggett, Rosalyn; Montague, Joshua W.
Subject: RE: FL Ave - Insurance

Roz

Please ask Omar now

From: Doggett, Rosalyn
Sent: Tuesday, March 02, 2010 11:37 AM
To: Montague, Joshua W.; Goldin, Steven
Subject: RE: FL Ave - Insurance

I forget the name of the GC that Banneker has mentioned but there is no certaint y that that is whom they will use in the future

---

From: Montague, Joshua W.
Sent: Tuesday, March 02, 2010 11:35 AM
To: Doggett, Rosalyn; Goldin, Steven
Subject: FL Ave - Insurance

Per our discussion last week, Jim Hamilton is working with us to try to determine the different costs to the developer for insurance with higher limits.

We had a conference call today with AON. The AON rep wanted to know who the developer's GC will be on this project because the experience/skills of the GC will greatly determine the cost of the CGL policies. Do we know who Banneker is planning to use?

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority
600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

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FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Tuesday, March 02, 2010 10:56 AM
To: aives@bannekerventures.com; thicks@bannekerventures.com; Doggett, Rosalyn; Goldin, Steven
Subject: RE: Florida Avenue Proposal

Steve,

Do you all have an agenda for today's meeting? If so, can you send it to us so that we can try to get you all answers to any questions that you have.

Thanks.

Omar

-----Original Appointment-----
From: Goldin, Steven [mailto:sgoldin@wmata.com]
Sent: Friday, February 26, 2010 9:44 AM
To: Goldin, Steven; Doggett, Rosalyn; 'okarim@bannekerventures.com'; 'aives@bannekerventures.com'; 'thicks@bannekerventures.com'
Subject: Florida Avenue Proposal
When: Tuesday, March 02, 2010 3:30 PM-4:30 PM (GMT-05:00) Eastern Time (US & Canada).
Where: WMATA Headquarters - 5B LAND Conference Room

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar Karim [okarim@bannekerventures.com]
Sent: Friday, February 26, 2010 9:35 AM
To: Anthony James Ives; Tiwana Hicks; Doggett, Rosalyn; Goldin, Steven
Cc: Eric Smart; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Montague, Joshua W.; Wallace, Maria A; Johnson, Shariyka; Bushnaq, Tariq
Subject: Re: Followup on Florida Avenue

Fantastic. 3:30 it is.

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Doggett, Rosalyn" <RDoggett@wmata.com>
Date: Fri, 26 Feb 2010 09:27:22 -0500
To: okarim@bannekerventures.com<okarim@bannekerventures.com>; Anthony James Ives<aives@bannekerventures.com>; Tiwana Hicks<thicks@bannekerventures.com>; Goldin, Steven<sgoldin@wmata.com>
Cc: Eric Smart<eric.smart@bolansmart.com>; Neil.Albert@dc.gov<Neil.Albert@dc.gov>; Yohance.Fuller@dc.gov<Yohance.Fuller@dc.gov>; Montague, Joshua W.<jwmontague@wmata.com>; Bushnaq, Tariq<TBushnaq@wmata.com>; Wallace, Maria A<mawallace@wmata.com>; Johnson, Shariyka<sjohnson1@wmata.com>
Subject: RE: Followup on Florida Avenue

Let's make it 3:30 on Tuesday as I am supposed to be at the BZA on another project at 1.

I will ask Maria or Shariyka to send out a notice.

From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, February 25, 2010 6:35 PM
To: Anthony James Ives; Tiwana Hicks; Doggett, Rosalyn; Goldin, Steven
Cc: Eric Smart; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Montague, Joshua W.; Bushnaq, Tariq
Subject: Re: Followup on Florida Avenue

Great. Please let us know if Tues at 3pm is okay with you all. If so, see you all then.

Omar A. Karim
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Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Goldin, Steven" <sgoldin@wmata.com>
Date: Thu, 25 Feb 2010 18:19:38 -0500
To: okarim@bannekerventures.com<okarim@bannekerventures.com>; Anthony James Ives<aives@bannekerventures.com>; Tiwana Hicks<thicks@bannekerventures.com>; Doggett, Rosalyn<RDoggett@wmata.com>
Cc: Eric Smart<eric.smart@bolansmart.com>; Neil.Albert@dc.gov<Neil.Albert@dc.gov>; Yohance.Fuller@dc.gov<Yohance.Fuller@dc.gov>; Montague, Joshua W.<jwmontague@wmata.com>; Bushnaq, Tariq<TBushnaq@wmata.com>
Subject: RE: Followup on Florida Avenue

Tuesday afternoon is best for me

SG

FOIA CONFIDENTIAL TREATMENT REQUESTED

From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, February 25, 2010 5:58 PM
To: Anthony James Ives; Tiwana Hicks; Doggett, Rosalyn
Cc: Eric Smart; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Goldin, Steven; Montague, Joshua W.; Bushnaq, Tariq
Subject: Re: Followup on Florida Avenue

Roz and Steve,

Thanks for the congratulations on the birth of my son earlier today. Means a lot to me. I understand that Steve will be on the Hill tomorrow and therefore won't be able to meet. As such, we were thinking that it might be more productive to reschedule the mtg for a time when he would be present. Would Mon, Tues or Wed work? If so, we will make ourselves available anytime, except 12-1 on Tues. Please let us know if this works. Thanks.

Omar

Omar A. Karim
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729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Doggett, Rosalyn" <RDoggett@wmata.com>
Date: Thu, 25 Feb 2010 17:17:23 -0500
To: okarim@bannekerventures.com<okarim@bannekerventures.com>; Anthony James Ives<aives@bannekerventures.com>; Tiwana Hicks<thicks@bannekerventures.com>
Cc: Eric Smart<eric.smart@bolansmart.com>; Neil.Albert@dc.gov<Neil.Albert@dc.gov>; Yohance.Fuller@dc.gov<Yohance.Fuller@dc.gov>; Montague, Joshua W.<jwmontague@wmata.com>; Goldin, Steven<sgoldin@wmata.com>; Bushnaq, Tariq<TBushnaq@wmata.com>
Subject: RE: Followup on Florida Avenue

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From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, February 25, 2010 3:50 PM
To: Anthony James Ives; Tiwana Hicks; Doggett, Rosalyn
Cc: Eric Smart; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Montague, Joshua W.; Goldin, Steven; Bushnaq, Tariq
Subject: Re: Followup on Florida Avenue

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012785

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Omar

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729 15th Street, NW, Suite 400
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okarim@bannekerventures.com

From: "Doggett, Rosalyn" <RDoggett@wmata.com>
Date: Thu, 25 Feb 2010 13:51:49 -0500
To: Omar A. Karim<okarim@bannekerventures.com>; aives@bannekerventures.com<aives@bannekerventures.com>; 'Tiwana Hicks'<thicks@bannekerventures.com>
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FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

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Sent: Thursday, February 25, 2010 6:35 PM
To: Anthony James Ives; Tiwana Hicks; Doggett, Rosalyn; Goldin, Steven
Cc: Eric Smart; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Montague, Joshua W.; Bushnaq, Tariq
Subject: Re: Followup on Florida Avenue

Great. Please let us know if Tues at 3pm is okay with you all. If so, see you all then.

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From: "Goldin, Steven" <sgoldin@wmata.com>
Date: Thu, 25 Feb 2010 18:19:38 -0500
To: okarim@bannekerventures.com<okarim@bannekerventures.com>; Anthony James Ives<aives@bannekerventures.com>; Tiwana Hicks<thicks@bannekerventures.com>; Doggett, Rosalyn<RDoggett@wmata.com>
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Subject: RE: Followup on Florida Avenue

Tuesday afternoon is best for me

SG

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To: Anthony James Ives; Tiwana Hicks; Doggett, Rosalyn
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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012789

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Subject: Re: Followup on Florida Avenue

Roz,

We should be able to get the remainder of the info to you by then.

Btw, how will the info be presented to the Board, specifically the financial terms, lease time, etc? If you will be putting together a document showing a summary of the initial offer as you calculated it with the updated offer, can you forward it to us prior to your sending it to the Board so we can be on the same page. As you know, we have issue with showing a NPV that wmata calculated to be our initial offer which we believe is higher than what we actually submitted as the Board will be looking at that number in comparison to the actual number that we are submitting in the capitalized lease structure.

Thanks in advance.

Omar

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5. Yes. However, as previously discussed, bc Graham wanted us to do a lease vs a sale, he and I, and then Catoe and the staff, agreed that we would replace BACDC in the future as they were comfortable with a sale but not a lease.

6. Graham agreed to the adjustment and Catoe was fine with it. We will review what we sent you re the adjustment amount.

7. Ok. Our GC will provide a bond from an insurer of at least AA similar to what you've seen on other wmata projects.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Doggett, Rosalyn" <RDoggett@wmata.com>
Date: Thu, 25 Feb 2010 13:51:49 -0500
To: Omar A. Karim<okarim@bannekerventures.com>; aives@bannekerventures.com<aives@bannekerventures.com>; 'Tiwana Hicks'<thicks@bannekerventures.com>
Cc: Goldin, Steven<sgoldin@wmata.com>; eric.smart@bolansmart.com<eric.smart@bolansmart.com>; Montague, Joshua W.<jwmontague@wmata.com>; Bushnaq, Tariq<TBushnaq@wmata.com>
Subject: Followup on Florida Avenue

Good afternoon, Omar. Per our staff review this morning, we have the following comments/requests:

1. Parking feasibility- where will the 41 spaces go, precisely, and how will you be able to justify only 41 spaces for 153,000 gsf of residential and retail vis a vis zoning regulations and market?
2. What type of foundation system are you using to support the light gauge steel construction? The question, of course, relates to how you will span our tunnels.
3. We think that with a 20% IRR to the developer, the return on adjusted gross income from capital event refinancing proceeds should be 10% of adjusted gross proceeds. Also, exclusions from capital events should be limited to estate transfers and to inclusion of equity/debt partners where no profit to participants is involved. They should definitely not include transfers among partners.
4. From discussions with other developers and comments from time to time from our board members, we believe that a 70 year lease would be sufficient and are requesting a reduction from 99 years.

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5. Please reaffirm that BACDC is still in the deal as a development/financial partner.
6. On the cost credit for your consideration of a sale vs. lease this past Sept/Oct, please provide certification that Mr. Catoe or Mr. Graham offered that adjustment. Secondly, please be aware that from what you sent us previously, we can validate at best $30,000 if you still want to include this item in a term sheet.
7. We still need a development guaranty from a third party rated at least AA.
8. Please attach an updated schedule. We will include language in our agreement, per Board request, that if a foundation to street level is not provided by a date x , the project will revert to WMATA.
9. I want to reiterate the need for the pro formas and elevations/plans and, also, itemized sources of funds for development which I did not ask for yesterday.

Items 8 and 9 are important to get ASAP because the project has changed.

On a happy note, congratulations on your new son. Great news!

I look forward to your response.
Roz

Rosalyn P. Doggett
Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

rdoggett@wmata.com
202-962-2208 phone
202-962-2396 fax

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Goldin, Steven
Sent: Thursday, February 25, 2010 12:29 PM
To: Doggett, Rosalyn
Subject: Re: email to O. Karim

Fine. Copy to his team..he is with his wife who is in labor

From: Doggett, Rosalyn
To: Goldin, Steven; eric.smart@bolansmart.com ; Montague, Joshua W.; Bushnaq, Tariq
Sent: Thu Feb 25 11:49:09 2010
Subject: email to O. Karim
Here is what I propose to send. Any comments/suggestions?

Good afternoon, Omar. Per our staff review this morning, we have the following comments/requests:

1. Parking feasibility- where will the 41 spaces go, precisely, and how will you be able to justify only 41 spaces for 153,000 gsf of residential and retail vis a vis zoning regulations and market?
2. What type of foundation system are you using to support the light gauge steel construction? The question, of course, relates to how you will span our tunnels.
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4. From discussions with other developers and comments from time to time from our board members, we believe that a 70 year lease would be sufficient and are requesting a reduction from 99 years.
5. Please reaffirm that BACDC is still in the deal as a development/financial partner.
6. On the cost credit for your consideration of a sale vs. lease this past Sept/Oct, please provide certification that Mr. Catoe or Mr. Graham offered that adjustment. Secondly, please be aware that from what you sent us previously, we can validate at best $30,000 if you still want to include this item in a term sheet.
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9. I want to reiterate the need for the pro formas and elevations/plans and, also, itemized sources of funds for development which I did not ask for yesterday.

Items 8 and 9 are important to get ASAP because of the senior level review scheduled for Monday.

I look forward to your response.
Roz

Rosalyn P. Doggett

Rosalyn P. Doggett
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Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

rdoggett@wmata.com
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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012797

Doggett, Rosalyn

From: Montague, Joshua W.
Sent: Wednesday, February 24, 2010 10:26 AM
To: Doggett, Rosalyn
Subject: RE: Follow-up re Jazz @ Florida Avenue

Thanks for forwarding. Are we meeting anytime before Friday to discuss?

The exclusion of the adjacent parcels alleviates a major legal risk from WMATA's perspective.

Here are some outstanding issues that should be discussed before the meeting with the Developer:

1. Cap Event / Participation rent payments – WMATA should review/fix the formulas for these payments as they are described in the last term sheet.

2. Indemnification – WMATA should have a coherent strategy before discussing this issue with the Developer. Indemnification was a "non-negotiable" requirement of the JDS. The Developer has previously indicated that they are obtaining financing which would limit their indemnification to "surplus cash." While the Developer will likely argue that their insurance will provide WMATA all of the protection that we need, that may not be true. There are unique risks because the Developer is building over the tunnel. A $10M policy may not cover the repair of the damage.

   Additionally, the indemnification provisions offer protections that WMATA does not get from insurance. For example, environmental liability protection, payments due under the lease, payments that Developer fails to make related to the property (ex. mechanic's liens or government violations), or damages/lawsuits that might be outside of the scope of our insurance coverage.

3. Additional Costs Credit – Are we still providing this credit? Was this ever verified with either J. Graham or J. Catoe?

4. Guaranty – Are we accepting a guaranty from Banneker? What should it cover?

5. Project schedule – At the meeting without Omar, in response to J. Graham's concerns about the Developer just sitting on the property without building (i.e., the reversion issue), John Hagner came up with an alternative route to getting this project built on time. He suggested that we attach a project schedule to the lease. If the Developer does not meet any of the project schedule milestones then it is a default of the lease. J. Hagner said he had to verify this with his client before he could officially offer this to us. This should be included in the term sheet.

From: Doggett, Rosalyn
Sent: Wednesday, February 24, 2010 9:04 AM
To: Montague, Joshua W.
Subject: FW: Follow-up re Jazz @ Florida Avenue
Importance: High

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, February 23, 2010 4:54 PM
To: Doggett, Rosalyn
Cc: 'Anthony James Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Bottigheimer, Nat; Goldin, Steven
Subject: Follow-up re Jazz @ Florida Avenue
Importance: High

Roz,

Per our call this morning, Banneker, our develop partner and investors for The Jazz @ Florida Avenue project (collectively, the "Developer") are prepared to increase our offer to WMATA as follows:

1. Make a capitalized lease payment of **$5.2M** at Closing. This is a 130% increase in value over WMATA's appraised value of $2.2M, and a 70% increase in value over our previous base offer of $3.03M, which includes the NPV of the capitalized lease plus the NPV of the EGI payments. This base offer is inclusive of the projected **$2.8M loss**

FOIA CONFIDENTIAL TREATMENT REQUESTED

in land value (as calculated by WMATA's appraiser Richard Harps) due to the 8% IZ requirement and the additional hard and soft costs incurred by the Project as a result of building over the WMATA tunnel.

2. Because of some of the concerns raised by WMATA staff, we would are prepared to move forward with developing the Project solely on the WMATA parcels (28,347 SF). We will forgo our purchase of the adjacent 9th Street parcels, thereby relieving any potential complications that would arise with the necessity of a Co-Tenancy Agreement, also allowing us to free up capital that would have been used toward purchasing those parcels, and instead use these funds to pay WMATA more funds at Closing. We will also not pursue an alley closing.

3. We will build the project at 4.5 FAR (as of right if not for the mandatory IZ rules that went into effect after our selection) plus the 20% bonus (0.9 FAR) that we would get because of the IZ units, bringing the total FAR to 5.4 FAR. The Project will consist of 153,000 GSF, with 137 residential units (with 12 IZ units), 14,000 SF and 41 parking spaces. Developer would pay WMATA an agreed upon rate of $ per FAR for any SF that it builds above the 153,000 SF.

4. The initial term of the lease will be for 50 years, with a 49 year option and resets to market value every 10 years after the initial 50 year term.

5. All other terms will remain consistent (i.e., participation in Capital Events, etc.).

A $5.2M upfront, non-contingent payment to WMATA is significantly higher than the recent appraisal completed by WMATA and close to our initial offer to WMATA in 2007, excluding the imposition of the IZ units and market conditions. Based on our analysis of our initial offer, **the NPV of the offer, using reasonable interest rate assumptions, would have been about $11M,** which is no where close to the $14M that WMATA staff informed us that this is what they calculated our offer to be. If this is the case, assuming that the market conditions brought the value down by 20% (which is conservative), this would bring the offer from $11M to $8.8M. Because we have to build IZ units, which force us to go from a stick build construction type to a light gauge steel product, and at the same time loose money on all of the IZ units as they do not support themselves without a subsidy, which the District does not provide for IZ units, this causes the value of the offer to go from $8.8M to the $5.2M that we are now offering, excluding WMATA's other participation rights in the Project.

As we have discussed previously, to date, the Developer has incurred over $1M since being selected by WMATA. We continue to remain hopeful that the exhaustive amount of money and time spent by Developer and WMATA in bringing this Project will produce a TOD project that all parties can be proud of. We look forward to seeing you on Friday at 2:30 and finalizing this last term of the deal so that we can get the JDA and Lease complete and presented to the Board at the next possible Board meeting. Should you have any questions prior to Friday, please feel free to contact us.

Warmest regards, I remain

Sincerely,

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: eric.smart@bolansmart.com
Sent: Thursday, February 25, 2010 12:02 PM
To: Doggett, Rosalyn
Subject: Re: email to O. Karim

Roz - Comments in CAPS

On Thu, 25 Feb 2010 11:49:08 -0500 (EST), "Doggett, Rosalyn" <RDoggett@wmata.com> wrote:
> Here is what I propose to send. Any comments/suggestions?
>
> Good afternoon, Omar. Per our staff review this morning, we have the following
> comments/requests:
>
> 1. Parking feasibility- where will the 41 spaces go, precisely, and how
> will you be able to justify only 41 spaces for 153,000 gsf of residential and
> retail vis a vis zoning regulations and market?

UPON REVIEW QUESTION MAY NOT BE SO MUCH WHERE THE SPACES WILL GO BUT WHAT HAPPENED TO THE 60 SPACES FROM BEFORE, THEN YOUR QUESTION OF HOW WILL WORK.

>
> 2. What type of foundation system are you using to support the light gauge
> steel construction? The question, of course, relates to how you will span our
> tunnels.
>
> 3. We think that with a 20% IRR to the developer, the return on adjusted
> gross income from capital event refinancing proceeds should be 10% of adjusted
> gross proceeds. Also, exclusions from capital events should be limited
> to
> estate transfers and to inclusion of equity/debt partners where no profit to
> participants is involved. They should definitely not include transfers
> among
> partners.

WITH QUESTION ON IRR WOULD CAVEAT THAT WITH PARTICIPATION RAMPED DOWN FROM 10%+ TO 2% THOUGHT UNDERSTANDING WAS THAT WMATA WOULD GET PREFERRED RETURNS PARALLEL TO EQUITY AFTER A MINIMUM THRESHOLD RETURN TO EQUITY, NOT THE ENTIRE AMOUNT.

>
> 4. From discussions with other developers and comments from time to time
> from our board members, we believe that a 70 year lease would be sufficient and
> are requesting a reduction from 99 years.
>
> 5. Please reaffirm that BACDC is still in the deal as a
> development/financial partner.
>
> 6. On the cost credit for your consideration of a sale vs. lease this past
> Sept/Oct, please provide certification that Mr. Catoe or Mr. Graham offered that
> adjustment. Secondly, please be aware that from what you sent us previously, we
> can validate at best $30,000 if you still want to include this item in a term
> sheet.

FOIA CONFIDENTIAL TREATMENT REQUESTED

>
> 7. We still need a development guaranty from a third party rated at least
> AA.
>
> 8. Please attach an updated schedule. We will include language in our
> agreement, per Board request, that if a foundation to street level is not
> provided by a date x , the project will revert to WMATA.
>
> 9. I want to reiterate the need for the pro formas and elevations/plans
> and, also, itemized sources of funds for development which I did not ask for
> yesterday.
> Items 8 and 9 are important to get ASAP because of the senior level review
> scheduled for Monday.

THE UPDATED PROFORMAS ARE ESPECIALLY CRITICAL NOW THAT YOU ARE PROPOSING A DIFFERENT PROJECT.

>
> I look forward to your response.
> Roz
>
> Rosalyn P. Doggett
>
>
> Rosalyn P. Doggett
> Station Area Planning and Asset Management
> Washington Metropolitan Area Transit Authority
> 600 Fifth Street, NW
> Washington, DC 20001
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> rdoggett@wmata.com
> 202-962-2208 phone
> 202-962-2396 fax
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Eric Smart, Bolan Smart Associates, Inc.
1250 24th Street, NW, Suite 300, Washington, DC 20037
202-776-7740 (direct), 202-841-2227 (cell), 202-371-1333 (BSA general)
www.bolansmart.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Tuesday, February 23, 2010 4:54 PM
To: Doggett, Rosalyn
Cc: 'Anthony James Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Bottigheimer, Nat; Goldin, Steven
Subject: Follow-up re Jazz @ Florida Avenue

Importance: High

Roz,

Per our call this morning, Banneker, our develop partner and investors for The Jazz @ Florida Avenue project (collectively, the "Developer") are prepared to increase our offer to WMATA as follows:

1. Make a capitalized lease payment of **$5.2M** at Closing. This is a 130% increase in value over WMATA's appraised value of $2.2M, and a 70% increase in value over our previous base offer of $3.03M, which includes the NPV of the capitalized lease plus the NPV of the EGI payments. This base offer is inclusive of the projected **$2.8M loss in land value** (as calculated by WMATA's appraiser Richard Harps) due to the 8% IZ requirement and the additional hard and soft costs incurred by the Project as a result of building over the WMATA tunnel.

2. Because of some of the concerns raised by WMATA staff, we would are prepared to move forward with developing the Project solely on the WMATA parcels (28,347 SF). We will forgo our purchase of the adjacent 9th Street parcels, thereby relieving any potential complications that would arise with the necessity of a Co-Tenancy Agreement, also allowing us to free up capital that would have been used toward purchasing those parcels, and instead use these funds to pay WMATA more funds at Closing. We will also not pursue an alley closing.

3. We will build the project at 4.5 FAR (as of right if not for the mandatory IZ rules that went into effect after our selection) plus the 20% bonus (0.9 FAR) that we would get because of the IZ units, bringing the total FAR to 5.4 FAR. The Project will consist of 153,000 GSF, with 137 residential units (with 12 IZ units), 14,000 SF and 41 parking spaces. Developer would pay WMATA an agreed upon rate of $ per FAR for any SF that it builds above the 153,000 SF.

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5. All other terms will remain consistent (i.e., participation in Capital Events, etc.).

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As we have discussed previously, to date, the Developer has incurred over $1M since being selected by WMATA. We continue to remain hopeful that the exhaustive amount of money and time spent by Developer and WMATA in bringing this Project will produce a TOD project that all parties can be proud of. We look forward to seeing you on Friday at 2:30 and finalizing this last term of the deal so that we can get the JDA and Lease complete and presented to the Board at the next possible Board meeting. Should you have any questions prior to Friday, please feel free to contact us.

Warmest regards, I remain

Sincerely,

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone

FOIA CONFIDENTIAL TREATMENT REQUESTED

(202) 393-5462 fax
(301) 523-1810 cell

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar Karim [okarim@bannekerventures.com]
Sent: Sunday, February 21, 2010 7:45 AM
To: Doggett, Rosalyn; Goldin, Steven
Cc: Anthony James Ives; Tiwana Hicks
Subject: Re: Florida Avenue Proposal

Ok. 2:30 confirmed. Thought we got an email saying you were only avail in the AM. 2:30 is good for us. See you on Friday.

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Goldin, Steven" <sgoldin@wmata.com>
Date: Sat, 20 Feb 2010 10:08:28 -0500
To: 'okarim@bannekerventures.com'<okarim@bannekerventures.com>; Doggett, Rosalyn<RDoggett@wmata.com>
Cc: 'aives@bannekerventures.com'<aives@bannekerventures.com>; 'thicks@bannekerventures.com'<thicks@bannekerventures.com>
Subject: Re: Florida Avenue Proposal

Confirming we are already booked for friday 2/26 @ 2:30.

From: Omar Karim
To: Goldin, Steven; Doggett, Rosalyn
Cc: Anthony James Ives ; Tiwana Hicks
Sent: Fri Feb 19 20:00:24 2010
Subject: Re: Florida Avenue Proposal
Ok. How about 11am next Friday?

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Goldin, Steven" <sgoldin@wmata.com>
Date: Wed, 17 Feb 2010 16:41:12 -0500
To: Doggett, Rosalyn<RDoggett@wmata.com>; Omar A. Karim<okarim@bannekerventures.com>
Cc: aives@bannekerventures.com<aives@bannekerventures.com>; 'Tiwana Hicks'<thicks@bannekerventures.com>
Subject: RE: Florida Avenue Proposal

I am avail this Friday AM but not in the afternoon

Steve

From: Doggett, Rosalyn
Sent: Wednesday, February 17, 2010 4:40 PM
To: Omar A. Karim
Cc: aives@bannekerventures.com; 'Tiwana Hicks'; Goldin, Steven
Subject: RE: Florida Avenue Proposal

Do you mean the day after tomorrow? I am available but would want to check Steve.

FOIA CONFIDENTIAL TREATMENT REQUESTED

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, February 17, 2010 4:34 PM
To: Doggett, Rosalyn
Cc: aives@bannekerventures.com; 'Tiwana Hicks'; Goldin, Steven
Subject: RE: Florida Avenue Proposal

Roz,

We would like to come in to meet with you all in person to present our revised offer. We believe the Staff and Board would react positively to the revised offer. Are you all available to meet next Friday morning or afternoon (after 2).

Thanks in advance.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Wednesday, February 17, 2010 1:17 PM
To: okarim@bannekerventures.com
Subject: RE: Florida Avenue Proposal

Thanks for the prompt reply.

From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, February 17, 2010 1:13 PM
To: Doggett, Rosalyn
Subject: Re: Florida Avenue Proposal

We intend on sending you a response later today.

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Doggett, Rosalyn" <RDoggett@wmata.com>
Date: Wed, 17 Feb 2010 12:26:27 -0500
To: Omar A. Karim<okarim@bannekerventures.com>
Subject: Florida Avenue Proposal

Good afternoon, Omar

It is time for me to start preparing materials for our upcoming March Board meeting. Can you let me know today whether you will be forwarding revised lease terms per Steve Goldin's e-mail of a few weeks ago—and, if so when—or whether your offer will remain unchanged.

Thanks much,
Rosalyn

Rosalyn P. Doggett
Station Area Planning and Asset Management

FOIA CONFIDENTIAL TREATMENT REQUESTED

Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

rdoggett@wmata.com
202-962-2208 phone
202-962-2396 fax

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: .ar Karim [okarim@bannekerventures.com]
Sent: Friday, February 19, 2010 8:00 PM
To: Doggett, Rosalyn; Goldin, Steven
Cc: Anthony James Ives; Tiwana Hicks
Subject: Re: Florida Avenue Proposal

Ok. How about 11am next Friday?

Omar A. Karim
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From: "Goldin, Steven" <sgoldin@wmata.com>
Date: Wed, 17 Feb 2010 16:41:12 -0500
To: Doggett, Rosalyn<RDoggett@wmata.com>; Omar A. Karim<okarim@bannekerventures.com>
Cc: aives@bannekerventures.com<aives@bannekerventures.com>; 'Tiwana Hicks'<thicks@bannekerventures.com>
Subject: RE: Florida Avenue Proposal

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Steve

From: Doggett, Rosalyn
Sent: Wednesday, February 17, 2010 4:40 PM
To: Omar A. Karim
Cc: aives@bannekerventures.com; 'Tiwana Hicks'; Goldin, Steven
Subject: RE: Florida Avenue Proposal

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From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, February 17, 2010 4:34 PM
To: Doggett, Rosalyn
Cc: aives@bannekerventures.com; 'Tiwana Hicks'; Goldin, Steven
Subject: RE: Florida Avenue Proposal

Roz,

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Thanks in advance.

Omar

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Washington, DC 20005
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(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Wednesday, February 17, 2010 1:17 PM

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012807

Shaw Howard Archives To KPD

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, January 07, 2009 2:06 PM
To: Washington, Joel R.
Cc: Malasky, Gary; Montague, Joshua W.; Welch, Kermit A.; Burns, Bob
Subject: Fwd: WBJ Article on Development Projects
Attachments: WBJ Article on Development Projects.txt

various of our projects are cited

Rosalyn P. Doggett
Washington Metropolitan Area Transit Authority 600 Fifth St, NW Washington, DC 20001
Phone: 202 962 2208
Fax: 202 962 2396
rdoggett@wmata.com

>>> Tariq Bushnaq 1/7/2009 12:09 PM >>>
fyi

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012808

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, January 07, 2009 10:38 AM
To: Chisholm, Ann
Cc: Washington, Joel R.
Subject: DC Projects update
Attachments: JD.Projects.Washington, DC.Feb.2007.pdf; Status of Current DC JD Projects_1-08 rev.doc; Status of Current Projects 8A revised 11_04_08.doc

Sensitivity: Private

Ann, here are three files I have been able to locate.
1. Table of projects from 2/07
2. DC projects status report from 1/08 (some overlap with 1) 3. FTA quarterly report 11/08 which includes updated info for DC projects in file 2

Give me a call on how you would like to display the info and I will work on it with Shariyka. Thanks

Rosalyn P. Doggett
Washington Metropolitan Area Transit Authority 600 Fifth St, NW Washington, DC 20001
Phone: 202 962 2208
Fax: 202 962 2396
rdoggett@wmata.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012809

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, December 31, 2008 11:28 AM
To: Washington, Joel R.
Subject: Fwd: RE: Conveyance of WMATA Property at Shaw-Howard UniversityMetrorail station

I am available

Rosalyn P. Doggett
Washington Metropolitan Area Transit Authority 600 Fifth St, NW Washington, DC 20001
Phone: 202 962 2208
Fax: 202 962 2396
rdoggett@wmata.com

>>> "Gada, Ketan (EOM)" <Ketan.Gada@dc.gov> 12/31/2008 11:25 AM >>>
Joel and Roslyn,

I wanted to talk to both you guys and think we have a way to make everyone happy. Could we talk at 12.00 if you both are available? I think we have a solution that will make you guys happy too.

Thanks,
Ketan

Ketan Gada

Project Manager

District of Columbia Government

Office of the Deputy Mayor for Planning and

Economic Development (DMPED)

The John A. Wilson Building

1350 Pennsylvania Avenue NW, Suite 317

Washington, D.C. 20004

O: (202) 727-6778

M: (202) 538-1259

E: ketan.gada@dc.gov

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Wednesday, December 31, 2008 11:17 AM
To: Gada, Ketan (EOM)
Cc: Joel R. Washington
Subject: Fwd: Conveyance of WMATA Property at Shaw-Howard UniversityMetrorail station

fyi

Rosalyn P. Doggett
Washington Metropolitan Area Transit Authority 600 Fifth St, NW Washington, DC 20001
Phone: 202 962 2208
Fax: 202 962 2396
rdoggett@wmata.com

>>> Bob Burns 12/31/2008 11:13 AM >>>
Steve,

As a result of a third appraiser's review of the M & B Appraisal Group's appraisal, WMATA is prepared to convey various easement rights on WMATA's 7th & S Streets property at the Shaw-Howard University Metrorail station to Broadcast Partners, LLC for a price of $672,000. This price reflects WMATA's effort to reach a mutually agreeable price which is defensible using an acceptable appraisal methodology. We feel this price demonstrates our sincere

FOIA CONFIDENTIAL TREATMENT REQUESTED

willingness to reach an agreement and facilitate the development of your project. This price is a substantial reduction from our initial asking price of $1.8 million.

If you concur with the $672,000 price, please contact us and we will prepare the appropriate conveyance documents to close this transaction as soon as possible.

Bob Burns

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, December 31, 2008 11:28 AM
To: Burns, Bob
Subject: Fwd: RE: Conveyance of WMATA Property at Shaw-Howard UniversityMetrorail station

keep up with events of the day

Rosalyn P. Doggett
Washington Metropolitan Area Transit Authority 600 Fifth St, NW Washington, DC 20001
Phone: 202 962 2208
Fax: 202 962 2396
rdoggett@wmata.com

>>> "Gada, Ketan (EOM)" <Ketan.Gada@dc.gov> 12/31/2008 11:25 AM >>>
Joel and Roslyn,

I wanted to talk to both you guys and think we have a way to make everyone happy. Could we talk at 12.00 if you both are available? I think we have a solution that will make you guys happy too.

Thanks,
Ketan

Ketan Gada

Project Manager

District of Columbia Government

Office of the Deputy Mayor for Planning and

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The John A. Wilson Building

1350 Pennsylvania Avenue NW, Suite 317

Washington, D.C. 20004

O: (202) 727-6778

M: (202) 538-1259

E: ketan.gada@dc.gov

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Wednesday, December 31, 2008 11:17 AM
To: Gada, Ketan (EOM)
Cc: Joel R. Washington
Subject: Fwd: Conveyance of WMATA Property at Shaw-Howard UniversityMetrorail station

fyi

Rosalyn P. Doggett
Washington Metropolitan Area Transit Authority 600 Fifth St, NW Washington, DC 20001
Phone: 202 962 2208
Fax: 202 962 2396
rdoggett@wmata.com

>>> Bob Burns 12/31/2008 11:13 AM >>>
Steve,

As a result of a third appraiser's review of the M & B Appraisal Group's appraisal, WMATA is prepared to convey various easement rights on WMATA's 7th & S Streets property at the Shaw-Howard University Metrorail station to Broadcast Partners, LLC for a price of $672,000. This price reflects WMATA's effort to reach a mutually agreeable price which is defensible using an acceptable appraisal methodology. We feel this price demonstrates our sincere

FOIA CONFIDENTIAL TREATMENT REQUESTED

willingness to reach an agreement and facilitate the development of your project. This price is a substantial reduction from our initial asking price of $1.8 million.

If you concur with the $672,000 price, please contact us and we will prepare the appropriate conveyance documents to close this transaction as soon as possible.

Bob Burns

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012813

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, December 31, 2008 11:17 AM
To: Gada, Ketan
Cc: Washington, Joel R.
Subject: Fwd: Conveyance of WMATA Property at Shaw-Howard University Metrorail station

fyi

Rosalyn P. Doggett
Washington Metropolitan Area Transit Authority 600 Fifth St, NW Washington, DC 20001
Phone: 202 962 2208
Fax: 202 962 2396
rdoggett@wmata.com

>>> Bob Burns 12/31/2008 11:13 AM >>>
Steve,

As a result of a third appraiser's review of the M & B Appraisal Group's appraisal, WMATA is prepared to convey various easement rights on WMATA's 7th & S Streets property at the Shaw-Howard University Metrorail station to Broadcast Partners, LLC for a price of $672,000. This price reflects WMATA's effort to reach a mutually agreeable price which is defensible using an acceptable appraisal methodology. We feel this price demonstrates our sincere willingness to reach an agreement and facilitate the development of your project. This price is a substantial reduction from our initial asking price of $1.8 million.

If you concur with the $672,000 price, please contact us and we will prepare the appropriate conveyance documents to close this transaction as soon as possible.

Bob Burns

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012814

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, December 31, 2008 9:31 AM
To: Marshall, Malcolm; Burns, Bob; Washington, Joel R.
Cc: Welch, Kermit A.
Subject: Fwd: CONFIRMED - Meeting with Emeka re: Radio One

I'd take the first "asking" out.

Rosalyn P. Doggett
Washington Metropolitan Area Transit Authority 600 Fifth St, NW Washington, DC 20001
Phone: 202 962 2208
Fax: 202 962 2396
rdoggett@wmata.com

>>> Bob Burns 12/31/2008 9:24 AM >>>
Comments/changes before we send.

This is very simple. We could add caveats that this deal is only for Broadcast Partners, time period to respond and close, no assignments or include this in a more comprehensive sale agreement and simply let them respond to the price.

Steve,

As a result of a third appraiser's review of the M & B Appraisal Group and the William Moroney appraisals, WMATA is prepared to convey various easement rights on WMATA's 7th & S Streets property at the Shaw-Howard University Metrorail station to Broadcast Partners, LLC for a price of $672,000. This price reflects WMATA's effort to reach a mutually agreeable price which is defensible using an acceptable appraisal methodology. We feel this asking price demonstrates our sincere willingness to reach an agreement and facilitate the development of your project. This price is a substantial reduction from our initial asking price of $1.8 million.

If you concur with this price, please contact us and we will prepare the appropriate conveyance documents to close this transaction as soon as possible.

>>> Rosalyn Doggett 12/31/2008 8:43 AM >>>
We will need to have a position based on the appraisal. Where do things stand? Have you been in contact with Ketan, Bob?

Rosalyn P. Doggett
Washington Metropolitan Area Transit Authority 600 Fifth St, NW Washington, DC 20001
Phone: 202 962 2208
Fax: 202 962 2396
rdoggett@wmata.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012815

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, December 18, 2008 4:22 PM
To: Washington, Joel R.
Subject: Fwd: Congress Heights Station Joint Development
Attachments: 05 AUG Text FINAL_1.pdf

fyi, to CM Barry's office
>>> Arthuro V. Lawson 12/18/2008 3:33 PM >>>

Michael, I have attached for your review the Joint Development Prospectus that was issued several years ago that included the southern entrance to the Congress Heights Metrorail Station. Please call me if you have any additional interest in this matter.

Art Lawson
District of Columbia Government Relations Officer Washington Metropolitan Area Transit Authority 600 Fifth Street, NW. 2A12
Washington, DC 20001
202.962-1050
alawson@wmata.com

Rosalyn P. Doggett
Washington Metropolitan Area Transit Authority 600 Fifth St, NW Washington, DC 20001
Phone: 202 962 2208
Fax: 202 962 2396
rdoggett@wmata.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012816

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, December 18, 2008 3:16 PM
To: Lawson, Arthuro V.
Subject: Fwd: Congress Heights
Attachments: 05 AUG Text FINAL.pdf

Art, the 2005 JDS is attached in pdf format. Fyi, I received the inquiry below a short time ago.

Rosalyn P. Doggett
Washington Metropolitan Area Transit Authority 600 Fifth St, NW Washington, DC 20001
Phone: 202 962 2208
Fax: 202 962 2396
rdoggett@wmata.com

>>> "Larry Clark" <Larry@dkdevelopment.com> 12/18/2008 2:30 PM >>>
A friend of mine owns 1331 Alabama next to your/WMATA property. I told him LCOR was awarded the property from the JDS 05-5....is that correct?

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012817

Doggett, Rosalyn

Subject:	Howard/Shaw-Florida Avenue Project Follow-Up
Location:	5B Land Conference Room
Start:	Fri 12/12/2008 3:00 PM
End:	Fri 12/12/2008 5:00 PM
Show Time As:	Tentative
Recurrence:	(none)
Meeting Status:	Not yet responded
Organizer:	Doggett, Rosalyn

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012818

Doggett, Rosalyn

Subject:	Howard/Shaw-Florida Avenue Project Follow-Up
Location:	5B Land Conference Room
Start:	Fri 12/12/2008 3:00 PM
End:	Fri 12/12/2008 5:00 PM
Show Time As:	Tentative
Recurrence:	(none)
Meeting Status:	Not yet responded
Organizer:	Doggett, Rosalyn

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012819

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, December 05, 2008 10:58 AM
To: Johnson, Shariyka
Subject: Re: Fwd: Follow-up Meeting: Howard/Shaw-Florida Avenue Project

2 hours is enough

>>> Shariyka Johnson 12/5/2008 10:49 AM >>>
How much time will you need with them?

>>> Rosalyn Doggett 12/5/2008 9:37:46 AM >>>
Shariyka, I can do any one of the afternoons- or Friday morning in a pinch but prefer not to. Please check with Joel and Josh and set up. Thanks, Roz

>>> "thicks" <thicks@bannekerventures.com> 12/4/2008 5:27 PM >>>
Good Evening Ms. Doggett,

We would like to schedule a follow-up meeting with you to continue our discussions regarding the financial terms of the deal. We are available during the following times next week:

Wednesday 2-5 p.m.

Thursday 3-5 p.m.

Friday 9-12 p.m. or 3-6 p.m.

Please let us know if any of the aforementioned times work within your schedule. Thanks.

Tiwana

Tiwana Z. Hicks

Banneker Ventures, LLC

700 12th Street, NW, Suite 700

Washington, DC 20005

(202) 667-4110 office

(301) 523-1810 cell

thicks@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, December 05, 2008 9:38 AM
To: Montague, Joshua W.; Washington, Joel R.; Johnson, Shariyka
Subject: Fwd: Follow-up Meeting: Howard/Shaw-Florida Avenue Project

Shariyka, I can do any one of the afternoons- or Friday morning in a pinch but prefer not to. Please check with Joel and Josh and set up. Thanks, Roz

>>> "thicks" <thicks@bannekerventures.com> 12/4/2008 5:27 PM >>>
Good Evening Ms. Doggett,

We would like to schedule a follow-up meeting with you to continue our discussions regarding the financial terms of the deal. We are available during the following times next week:

Wednesday 2-5 p.m.

Thursday 3-5 p.m.

Friday 9-12 p.m. or 3-6 p.m.

Please let us know if any of the aforementioned times work within your schedule. Thanks.

Tiwana

Tiwana Z. Hicks

Banneker Ventures, LLC

700 12th Street, NW, Suite 700

Washington, DC 20005

(202) 667-4110 office

(301) 523-1810 cell

thicks@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, December 02, 2008 10:00 AM
To: Montague, Joshua W.
Subject: Fwd: RE: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments

>>> "Omar A. Karim" <okarim@bannekerventures.com> 12/2/2008 9:33 AM >>>
Thank you.

Omar

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Tuesday, December 02, 2008 9:18 AM
To: Omar A. Karim
Subject: RE: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments

I had expected it to go out Wed or yesterday. I am following up.

>>> "Omar A. Karim" <okarim@bannekerventures.com> 12/1/2008 3:51 PM >>>
Ms. Doggett,

Any word on comments to the JDA/Lease?

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Friday, November 21, 2008 4:22 PM
To: Omar A. Karim
Cc: thicks@bannekerventures.com; Devorah' 'Lewin; Guy' 'Flynn; Seth' 'Bryant; Joel R. Washington; Joshua W. Montague
Subject: Re: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments

We'll do what you suggest in your last sentence. I would hope that we can get you our comments later next week and meet the following week. We will aim for that.

>>> "Omar A. Karim" <okarim@bannekerventures.com> 11/21/2008 9:35 AM >>>
Ms. Doggett,

Our counsel believes it would be best to meet after we have received the redlined version of your comments. As such, if you are able to provide them by today or early Monday, we could meet Tuesday morning. Otherwise, lets meet after Josh has received and incorporated all your comments.

Thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell

FOIA CONFIDENTIAL TREATMENT REQUESTED

okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, December 02, 2008 9:22 AM
To: Montague, Joshua W.
Subject: Fwd: RE: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments

not at the moment

>>> Joshua W. Montague 12/2/2008 9:17 AM >>>
Hi Roz,

I am meeting with Carol/Bruce today at 11am. I will give you an update as soon as I am done.

Barring any major changes, I am hoping to have drafts for Mr. Karim early this afternoon.

I am also putting together a list of "clarifications" regarding treatment of the tunnel, our tax-exempt status, etc. The idea is to clear up any confusion on issues unique to WMATA (and to take these issues off of the bargaining table). Do you have anything that you think should be added to this list?

Thanks,

Josh

>>> Rosalyn Doggett 12/2/2008 9:09 AM >>>

>>> "Omar A. Karim" <okarim@bannekerventures.com> 12/1/2008 3:51 PM >>>
Ms. Doggett,

Any word on comments to the JDA/Lease?

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Friday, November 21, 2008 4:22 PM
To: Omar A. Karim
Cc: thicks@bannekerventures.com; Devorah' 'Lewin; Guy' 'Flynn; Seth' 'Bryant; Joel R. Washington; Joshua W. Montague
Subject: Re: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments

We'll do what you suggest in your last sentence. I would hope that we can get you our comments later next week and meet the following week. We will aim for that.

>>> "Omar A. Karim" <okarim@bannekerventures.com> 11/21/2008 9:35 AM >>>
Ms. Doggett,

Our counsel believes it would be best to meet after we have received the redlined version of your comments. As such, if you are able to provide them by today or early Monday, we could meet Tuesday morning. Otherwise, lets meet after Josh has received and incorporated all your comments.

Thanks.

Omar

FOIA CONFIDENTIAL TREATMENT REQUESTED

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, December 02, 2008 9:18 AM
To: Karim, Omar A.
Subject: RE: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments

I had expected it to go out Wed or yesterday. I am following up.

>>> "Omar A. Karim" <okarim@bannekerventures.com> 12/1/2008 3:51 PM >>>
Ms. Doggett,

Any word on comments to the JDA/Lease?

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Friday, November 21, 2008 4:22 PM
To: Omar A. Karim
Cc: thicks@bannekerventures.com; Devorah' 'Lewin; Guy' 'Flynn; Seth' 'Bryant; Joel R. Washington; Joshua W. Montague
Subject: Re: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments

We'll do what you suggest in your last sentence. I would hope that we can get you our comments later next week and meet the following week. We will aim for that.

>>> "Omar A. Karim" <okarim@bannekerventures.com> 11/21/2008 9:35 AM >>>
Ms. Doggett,

Our counsel believes it would be best to meet after we have received the redlined version of your comments. As such, if you are able to provide them by today or early Monday, we could meet Tuesday morning. Otherwise, lets meet after Josh has received and incorporated all your comments.

Thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012826

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, December 02, 2008 9:09 AM
To: Montague, Joshua W.
Subject: Fwd: RE: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments

>>> "Omar A. Karim" <okarim@bannekerventures.com> 12/1/2008 3:51 PM >>>
Ms. Doggett,

Any word on comments to the JDA/Lease?

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Friday, November 21, 2008 4:22 PM
To: Omar A. Karim
Cc: thicks@bannekerventures.com; Devorah' 'Lewin; Guy' 'Flynn; Seth' 'Bryant; Joel R. Washington; Joshua W. Montague
Subject: Re: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments

We'll do what you suggest in your last sentence. I would hope that we can get you our comments later next week and meet the following week. We will aim for that.

>>> "Omar A. Karim" <okarim@bannekerventures.com> 11/21/2008 9:35 AM >>>
Ms. Doggett,

Our counsel believes it would be best to meet after we have received the redlined version of your comments. As such, if you are able to provide them by today or early Monday, we could meet Tuesday morning. Otherwise, lets meet after Josh has received and incorporated all your comments.

Thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012827

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, November 25, 2008 3:34 PM
To: Burns, Bob
Subject: Fwd: RE: 7th & St Streets Current Asking Price

>>> "Gada, Ketan (EOM)" <Ketan.Gada@dc.gov> 11/25/2008 3:31 PM >>>
Joel and Roslyn,

I hope thing are going well and wanted to check on how much progress has been made on the Radio One project since Neil Last met with Emeka (has been over 30 days now)? I also wanted to follow up with you both on the request that Neil Albert had as a Board Member (when he met with Emeka) regarding the original Appraisal which was done by WMATA. In addition, I would also like to request the new review appraisal which was commissioned by WMATA. It is my understanding that WMATA has received a review appraisal and is seeking addendums to the same. I would appreciate if you could please send us the following appraisals by COB tomorrow:

- Original Appraisal (Summer 2008) and

- New Review Appraisal (one already received without the additional addendums requested by WMATA - November 2008)

We would also like to when do WMATA expect to receive the revised Review Appraisal with the additional addendums? And would like to get a copy of the same.

Thanks,

Ketan

Ketan Gada

Project Manager

District of Columbia Government

Office of the Deputy Mayor for Planning and Economic Development (DMPED)

The John A. Wilson Building

1350 Pennsylvania Avenue NW, Suite 317

Washington, D.C. 20004

O: (202) 727-6778

M: (202) 538-1259

E: ketan.gada@dc.gov <mailto:ketan.gada@dc.gov>

From: Cassell, Steven [mailto:scassell@fourpointsllc.com]
Sent: Monday, November 24, 2008 2:55 PM
To: Bob Burns
Cc: Joel R. Washington; Kermit A. Welch; Rosalyn Doggett; Gada, Ketan (EOM); Voudrie, Stan
Subject: RE: 7th & St Streets Current Asking Price

FOIA CONFIDENTIAL TREATMENT REQUESTED

Bob,

As a follow up to our conversation a couple weeks ago, please let me know if there has been any progress on the review appraisal. We are getting concerned about the amount of time that has transpired since you ordered the review. Please let me know if we should anticipate your feedback anytime soon.

Thanks and best regards,

Steven C. Cassell

Four Points, LLC

202-521-2529 (O)

202-250-1709 (C)

scassell@fourpointsllc.com

From: Bob Burns [mailto:rlburns@wmata.com]
Sent: Tuesday, September 30, 2008 4:14 PM
To: Cassell, Steven
Cc: Joel R. Washington; Kermit A. Welch; Rosalyn Doggett
Subject: 7th & St Streets Current Asking Price

Steve,

As a follow-up to our recent meeting regarding the sale of various easements on WMATA's 7th & S Streets property at the Shaw-Howard University Metrorail station, our current asking price is $864,000.
Again, our position is that as a result of WMATA's conveyance of the underground and air rights easements required for your development project, WMATA's property will be encumbered to the extent that WMATA will be left with an uneconomic remnant and the fair market value of the property should be the value before the conveyance. Therefore, the price of the property should reflect its current value before any adjacent development.

If you agree with this price, please contact me and we will prepare the appropriate conveyance documents for this transaction as soon as possible.

Bob Burns
202-962-2392

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012829

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, November 21, 2008 4:22 PM
To: Karim, Omar A.
Cc: thicks@bannekerventures.com; 'Lewin, Devorah'; 'Flynn, Guy'; 'Bryant, Seth'; Montague, Joshua W.; Washington, Joel R.
Subject: Re: Howard/Shaw-Florida Avenue Project - JDA/Lease Comments

We'll do what you suggest in your last sentence. I would hope that we can get you our comments later next week and meet the following week. We will aim for that.

>>> "Omar A. Karim" <okarim@bannekerventures.com> 11/21/2008 9:35 AM >>>
Ms. Doggett,

Our counsel believes it would be best to meet after we have received the redlined version of your comments. As such, if you are able to provide them by today or early Monday, we could meet Tuesday morning. Otherwise, lets meet after Josh has received and incorporated all your comments.

Thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, November 13, 2008 10:05 AM
To: okarim@bannekerventures.com
Cc: eric.smart@bolansmart.com; Washington, Joel R.
Subject: Re: Fwd: Ridership Information for Shaw/Howard Metro and U Street Metro
Attachments: Shaw n U St.xls

i
in case Joel Washington has not already sent this...

yes, we did get a response from FTA
essentially we cannot reduce the rent to that below the next highest offer, irrespective of whether it included affordable housing while this can allow for some reduction in rent, it cannot achieve the targets you were looking for however, our consultant thinks that by reasonably changing some pro forma assumptions we can reach a midpoint that can serve us both otherwise, other subsidy would be required if you would like to get together to discuss this, say next Tuedsday, I can try to arrange

>>> Robert E. Stedman 11/13/2008 9:11 AM >>>

>>> Joel R. Washington 11/10/08 2:06 PM >>>
Bob,

Can you provide th e information requested from our selected development partner?

Joel

>>> "Omar A. Karim" <okarim@bannekerventures.com> 11/10/2008 1:30:46 PM
>>> >>>

Ms. Doggett and Mr. Washington, Can you please send us ridership information for the Shaw/Howard Metro stop (north-east entrance) and U Street/Cardozo Metro stop (11th Street entrance), as well as the bus ridership information for 7th and Florida Avenue. Thank you. Also, any word on your discussions with the FTA? Omar Omar A. KarimBanneker Ventures, LLC700 12th Street, NW, Suite 700Washington, DC 20005(202) 667-4110 office(301) 523-1810 cellokarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, November 10, 2008 10:00 AM
To: Washington, Joel R.
Subject: Re: Fw: Draft Appraisal Report for DC Village Property
Attachments: 05 AUG Text FINAL.pdf

The solicitation is attached.

>>> Joel R. Washington 11/9/2008 10:15 AM >>>
FYI--- do you still have the solicitatipn for Western Garage?

Joel

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012832

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, November 07, 2008 4:42 PM
To: Washington, Joel R.
Subject: Fwd: Florida Avenue - Blackline JDA / Lease
Attachments: Florida Avenue - altered terms.doc; DV_Comparison_#42197999v1_EAST_ - Development Agreement (Banneke-#42197999v3_EAST_ - Development Agreement (Banneke.doc; DV_Comparison_#42209240v1_EAST_ - Ground Lease [WMATA FORM]-#42202491v2 _EAST_ - Banneker_WMATA Ground Lease (G.doc

fyi

>>> Joshua W. Montague 11/6/2008 5:41 PM >>>

Here are the Developer's responses to our initial JDA and Lease.

I have also included a table that I have drafted to compare the terms of the approved term sheet, our initial draft, and their blackline replies.

Josh

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012833

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, November 07, 2008 11:49 AM
To: Waszczak, Joanne
Subject: Fwd: Florida Avenue - Blackline JDA / Lease
Attachments: Florida Avenue - altered terms.doc; DV_Comparison_#42197999v1_EAST_ - Development Agreement (Banneke-#42197999v3_EAST_ - Development Agreement (Banneke.doc; DV_Comparison_#42209240v1_EAST_ - Ground Lease [WMATA FORM]-#42202491v2 _EAST_ - Banneker_WMATA Ground Lease (G.doc

fyi
Josh is the attorney on this project

>>> Joshua W. Montague 11/6/2008 5:41 PM >>>

Here are the Developer's responses to our initial JDA and Lease.

I have also included a table that I have drafted to compare the terms of the approved term sheet, our initial draft, and their blackline replies.

Josh

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, October 22, 2008 1:29 PM
To: tdawes@dcch.org
Subject: solicitation with Northern in it
Attachments: 05 AUG JDS CVR.pdf; 05 AUG Text FINAL.pdf

att.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012835

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, October 21, 2008 11:49 AM
To: Montague, Joshua W.
Subject: Fwd: Howard-Shaw/Florida Avenue Meeting

Josh- are you free Friday at 2. Joel is not but said to go on without him

>>> "Omar A. Karim" <okarim@bannekerventures.com> 10/20/2008 4:29 PM >>>
Ms. Doggett,

Last week when we discussed having the follow-up meeting this Thursday, I did not have my calendar with me. As I look at it for this week, I will not be able to meet with you all on Thursday. Would it be possible for us to meet on Wednesday (anytime) or Friday (anytime after 2pm). Thank you for your understanding.

Omar

Omar A. Karim

Banneker Ventures, LLC

700 12th Street, NW, Suite 700

Washington, DC 20005

(202) 667-4110 office

(301) 523-1810 cell

okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, October 20, 2008 12:54 PM
To: McElhenny-Smith, Robin
Subject: Fwd: Brookland Small Area Plan
Attachments: Comments October 2008.pdf; Cover Letter.pdf

a local citizen/architect (guy with the bristly hair) I haven't read yet

>>> "mrac brookland@verizon.net" <mrac.brookland@verizon.net> 10/20/2008
>>> 6:24 AM >>>
Rosalyn,

Attached for you information are the comments that I submitted to the Office of Planning in response to the August draft plan.

Sincerely,

Richard Houghton
930 Kearney Street, NE
Washington, DC 20017
202-526-7380/202-375-8730
mrac.brookland@verizon.net

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012837

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, October 15, 2008 1:16 PM
To: Kennedy, Sean
Cc: Mohsberg, Sid
Subject: Fwd: PLJD Board Preparation Calendar - Updated 10/7/08
Attachments: Board Items Preparation Milestones - 2008.xls

In answer to your question about MEAD 100176 and power point for PGP Marriott parking in the WMATA garage, I have done the MEAD (the BAIS is a derivative-- to use a dishononored word, now-- of the MEAD)

The attached calendar indicates that the briefings with Nat and Jack Requa are on Tuesday Oct 21 so the power point draft can be done probably on Monday the 20th-- early

I have asked Joel which committee this item would go to, I am thinking Ops and not PDRE but have asked Joel to confirm.

I don't know if Sid has any updates about briefing dates and times.....

>>> Sid Mohsberg 10/7/2008 6:10 PM >>>
Attached.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, October 10, 2008 4:42 PM
To: eric.smart@bolansmart.com
Subject: Fwd: Florida Avenue: Draft of the JDA / Lease
Attachments: Shaw-Howard Joint Development Agreement - Draft 100708.doc; Shaw-Howard Lease - Draft 100708.DOC

for reference if needed, hopefully not

>>> Joshua W. Montague 10/7/2008 10:49 AM >>>
Hi Omar,

Here is the draft of the Joint Development Agreement and Lease for the development of the Florida Avenue properties.

Please do not hesitate to contact me with any questions or comments.

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority 600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012839

Doggett, Rosalyn

Subject:	Shaw Howard Florida Avenue JDA and Lease Form
Location:	5B Land Conference Room
Start:	Thu 10/16/2008 12:33 PM
End:	Thu 10/16/2008 2:33 PM
Show Time As:	Tentative
Recurrence:	(none)
Meeting Status:	Not yet responded
Organizer:	Doggett, Rosalyn

Omar, if you can have your attorneys provide a red line of the documents, it would be helpful. Please let me know.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012840

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, October 07, 2008 10:51 AM
To: Washington, Joel R.
Subject: Fwd: Florida Avenue: Draft of the JDA / Lease
Attachments: Shaw-Howard Joint Development Agreement - Draft 100708.doc; Shaw-Howard Lease - Draft 100708.DOC

Joel, note that we have sent the agreements to Mr. Karim

>>> Joshua W. Montague 10/7/2008 10:49 AM >>>
Hi Omar,

Here is the draft of the Joint Development Agreement and Lease for the development of the Florida Avenue properties.

Please do not hesitate to contact me with any questions or comments.

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority 600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012841

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, October 06, 2008 3:26 PM
To: Washington, Joel R.
Subject: Shaw Howard FL Ave

If you get back from MoCo today or else tomorrow a.m. I would like to coordinate a response to Omar. I did give his requests some thought over the weekend and would like to take the simple approach we talked about in the meeting with Carol and Nat.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012842

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, September 23, 2008 9:34 AM
To: Washington, Joel R.
Subject: Fwd: Future PD&RE Cmte Agenda Items
Attachments: BAR 9-23-08.pdf

I have talked to Nat about the need to schedule Marriott/Prince George's Plaza for November. The issue is either: a policy to allow the hotel to have 46 nonexclusive spaces in our garage or the Board to grant an exception to Use Regulations to allow same. Nat assigned Sean Kennedy to work with me on this, and Sean has taken my file so he is on it.

>>> Sid Mohsberg 9/23/2008 8:31 AM >>>
All,

PLJD currently has no items scheduled for the PD&RE Cmte after 10/08 (see attached copy of the BAR).

If you have any items to propose, please forward them to Nat via your chain of command and cc me.

Thanks.

Sid

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012843

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, September 18, 2008 11:17 AM
To: Marshall, Malcolm
Cc: Burns, Bob
Subject: Fwd: FW: WMATA Easement Valuation Report
Attachments: Report_Broadcast_Center_One_Easement_Draft.pdf

In case Bob has not forwarded this to you. Please read ASAP.

>>> "Cassell, Steven" <scassell@fourpointsllc.com> 9/18/2008 10:05 AM
>>> >>>
Gentlemen,

Please see the attached (Draft) Easement Report on Broadcast Center One from M & B Appraisal Services. They will be issuing the final report later today with their signatures without any modifications. Please let me know if you would like to schedule a call or meeting to discuss their findings.

Best regards,

Steven C. Cassell
Four Points, LLC
202-521-2529 (O)
202-250-1709 (C)
scassell@fourpointsllc.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, September 15, 2008 3:56 PM
To: Mimi, Doggett
Subject: Fwd: NCAC Chapter Announcements (2 Events)
Attachments: Sept 16 Film Screening.pdf; Header

Ever hear of Jan Gehl? Not I.

>>> <ncacapa@ncac-apa.org> 9/12/2008 7:55 PM >>>
Sender: ncacapa@ncac-apa.org
Received: from host.thedotcomcompany.net (host.thedotcomcompany.net [72.52.158.185])
by liaag2an.mx.compuserve.com (8.13.6/8.13.4/g1.2) with ESMTP id m8CNsXvm028241
for <doggettgroup@compuserve.com>; Fri, 12 Sep 2008 19:54:33 -0400
Received: from localhost ([127.0.0.1]:49436)
by host.thedotcomcompany.net with esmtpa (Exim 4.69)
(envelope-from <ncacapa@ncac-apa.org>)
id 1KeINr-0005U7-HK; Fri, 12 Sep 2008 19:49:03 -0400
Received: from 71.163.121.6 ([71.163.121.6]) by host.thedotcomcompany.net
(Horde MIME library) with HTTP; Fri, 12 Sep 2008 19:48:55 -0400
Message-ID: <20080912194855.szc676c38gcskwwk@host.thedotcomcompany.net>
Date: Fri, 12 Sep 2008 19:48:55 -0400
From: ncacapa@ncac-apa.org
To: sabell@laa.cc, malaika1913@msn.com, conchita.acupanda@co.saint-marys.md.us,
jenvik1@verizon.net, rpaggarwal@msn.com, vakins@hotmail.com,
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tcanan@mwcog.org, cannon@access-board.gov, pzcard44@aacounty.org,
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dcorum@rodgers.com, deborah.crain@dc.gov, jcrawford@dewberry.com,

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012845

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012846

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achittum@aceee.org, jskline@mmcanby.com, gknaap@umd.edu,
rknack@planning.org, dik@mit.edu, kathleen.beeton@alexandriava.gov,
david.kois@gmail.com, montykolste@comcast.net,
linda.komes@mncppc-mc.org, marykonsoulis@aol.com,
julia.koster@ncpc.gov, rose.krasnow@mncppc-mc.org,
glenn.kreger@mncppc-mc.org, bkrucoff@mbakercorp.com,
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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012847

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012848

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henry.zhang@ppd.mncppc.org, ziemann@email.unc.edu,
alan.zusman@navy.mil
Subject: NCAC Chapter Announcements (2 Events)
MIME-Version: 1.0
Content-Type: multipart/mixed;
boundary="=_4guaxp9ie3ok"
Content-Transfer-Encoding: 7bit
User-Agent: Internet Messaging Program (IMP) H3 (4.1.6)
X-AntiAbuse: This header was added to track abuse, please include it with any abuse report
X-AntiAbuse: Primary Hostname - host.thedotcomcompany.net
X-AntiAbuse: Original Domain - compuserve.com
X-AntiAbuse: Originator/Caller UID/GID - [47 12] / [47 12]
X-AntiAbuse: Sender Address Domain - ncac-apa.org
X-Virus-Scanned: ClamAV 0.93.3/8228/Fri Sep 12 15:44:48 2008 on liaag2an.mx.compuserve.com
X-Virus-Status: Clean

GREENING THE WORLD'S CAPITAL CITIES

The National Capital Planning Commission is hosting a conference, Greening the World's Capital Cities, for planning officials and policy makers from around the world. Presentation sessions are open to the public, offer AICP continuing education credits, and all are free except for the event at the National Building Museum. Please see the attached flyer for details, or visit www.CapitalsAlliance.org

NCPC is pleased to host Capitals Alliance 2008, a conference for

SAVE THE DATE: Upcoming NCAC Networking and Film Event with AIA and ASLA Local Chapters

On September 16th, you are invited to attend a special night at the movies with colleagues and friends. The film is Cites for People by Jan Gehl, an internationally renowned Danish architect and urban
designer. This event is sponsored by the local chapters of AIA, APA
and ASLA, so the discussions among professionals involved with city planning and design should be interesting.

Where: The Jack Morton Auditorium, GW University, 805 21st Street, NW. (corner of 21st and H Street)

When: 7:30 pm, September 16th, Tuesday

Cost: $5 per person

Refreshments and discussion following the film

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012849

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, August 29, 2008 12:41 PM
To: Washington, Joel R.; Mohsberg, Sid
Subject: Re: Disposition of WMATA Property Rights at Shaw-Howard U Station

yes, it is correct since we have been working on it since 11:30

>>> Sid Mohsberg 8/29/2008 12:35 PM >>>
Please confirm by return e-mail that the attached revised presentation is correct so that I can e-mail it to Michelle.

It was due at noon.

Thanks.

Sid

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, August 29, 2008 9:14 AM
To: Washington, Joel R.; Mohsberg, Sid
Subject: Re: Transfer of WMATA Property Rights at Shaw-Howard U Station

I can see that the shapes do not match. I have a 9:30 meeting but after that we can make the shapes correspond and address any other "non-sense" you see

>>> Sid Mohsberg 8/28/2008 7:40 PM >>>
Joel and Roz,

I've cleaned this up from a PowerPoint perspective, but the drawings on slides 3 and 4 don't make sense to me and don't seem to agree with each other.

Please check the wording on each slide as well as the graphics and tell if this is good to go.
Once you have approved it, I'll send it to Michelle.

Thanks.

Sid

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, August 28, 2008 1:55 PM
To: Mohsberg, Sid
Subject: power points
Attachments: Greenbelt Presentation rev. 3 8-29-08.ppt; BCP Bd presentation.ppt

I have attached the two though it would be better to correct them in the original t drive folder

t/doggett/greenbelt presentation: revision 3
t/doggett/shaw howard: bcp presentation

As to corrections:

Greenbelt- I made the changes you suggested (did not, however, do a table).

Shaw Howard-
1.I think the text is ok though you may want to edit. There are different font sizes. I think Bob used both arial 18 and 20. Is there a standard? I think the greenbelt presentation uses arial 16.
2.Slide 9 is extraneous. I left it only because of the graphic but, if we don't use it, it gets deleted; I think it will be 3.On slides 3 and 4 I need help; I tried Anabela but she could not seem to figure out what Bob did. I can't reduce the images. I need to add a north arrow. The outlines are no longer where Bob put them. AND the lettering he put in is too small.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012852

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, August 27, 2008 12:02 PM
To: Bottigheimer, Nat
Cc: Washington, Joel R.; Wallace, Maria A
Subject: Shaw Howard MEAD
Attachments: RequestTimeout=300.pdf

I have attached a redraft. Please let me know if you wish any changes.

Maria has a hard copy that I printed, as well.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012853

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, August 21, 2008 8:33 AM
To: Burns, Bob
Subject: Fwd: Re: 9/25/08 PD&RE Cmte Mtg: Transfer of WMATA property rights at Shaw-Howard U Station - Exec Sessio

>>> Michelle A. Bellamy 8/21/2008 7:46 AM >>>
BAR updated to reflect change.

>>> Sid Mohsberg 8/20/2008 8:15 PM >>>
Michelle,

Please move the subject action item from the regular session to the executive session.

Thanks.

Sid

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, August 20, 2008 4:02 PM
To: Montague, Joshua W.
Subject: Re: Shaw - Howard ROE

because all agreements are different, I suggest that you look at a couple of other development agreements to jog thoughts, e.g., Dunn Loring, Navy Yard East, Twinbrook, etc. I can copy pages if you don't have access electronically to your files.

>>> Joshua W. Montague 8/20/2008 3:51 PM >>>
They have approved our ROE, but they are going to have an added clause for the License(s). I am guessing we won't like it.

That leads me to another pressing matter that I was hoping you could help me resolve in the JDA.

What requirements must the developer achieve before they can enter into the Lease and Construction agreement?

In my "woodshed" version of the JDA, I had the following:

1. Proof of proper single purpose development entity; 2. Proof of sufficient construction financing; 3. Proof developer has obtained all required approvals and permits, including _____ 4. Proof all required insurance, bonds, and guaranties are executed and in effect

Are these correct? Is there anything that I am missing?

Please let me know what you think so that we are on the same page.

Thanks,

Josh

>>> Rosalyn Doggett 8/20/2008 3:38 PM >>>
so, have they appproved our ROE version?

assertion 2 borders on, if not is, preposterous

>>> Joshua W. Montague 8/20/2008 2:55 PM >>>
Hi Rosalyn,

I just spoke to Devorah Lewin from DLA Piper regarding the Shaw-Howard project. She informed me of the following:

1. The developer's lender "needs" them to get the Right of Entry signed by Friday.

2. The developer wants to begin construction as soon as the JDA is signed. Therefore they were hoping to have the license(s) terminated.

Please let me know when you will be free to discuss the above (and the security deposit, as mentioned in my previous email).

Thanks!

Josh

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, August 20, 2008 3:38 PM
To: Montague, Joshua W.
Subject: Re: Shaw - Howard ROE

so, have they appproved our ROE version?

assertion 2 borders on, if not is, preposterous

>>> Joshua W. Montague 8/20/2008 2:55 PM >>>
Hi Rosalyn,

I just spoke to Devorah Lewin from DLA Piper regarding the Shaw-Howard project. She informed me of the following:

1. The developer's lender "needs" them to get the Right of Entry signed by Friday.

2. The developer wants to begin construction as soon as the JDA is signed. Therefore they were hoping to have the license(s) terminated.

Please let me know when you will be free to discuss the above (and the security deposit, as mentioned in my previous email).

Thanks!

Josh

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, August 20, 2008 3:36 PM
To: Montague, Joshua W.
Subject: Re: Shaw-Howard question

you are right
they are in conflict
we have done things both ways
let's start with an interpretation that favors us- keeping the deposit until c of o
we can fall back in negotiation to the conflicting position if need be

if you have another suggestion, let me know

>>> Joshua W. Montague 8/20/2008 2:38 PM >>>
Hi Rosalyn,

One of the more pressing questions that I had for you on the Shaw-Howard project had to do with the treatment of the security deposit.

Paragraphs 6.4 and 6.5 of the Term Sheet seem to be in conflict with each other.

Please let me know whenever you have a free second to discuss and I will run up to your office.

Thanks!

Josh

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, August 20, 2008 10:50 AM
To: Montague, Joshua W.; Pohl, Mark R.
Subject: Re: Fwd: WMATA/ Banneker- Florida Avenue Project

Improvements revert to WMATA at the end of the term.

The developer agreed to the payments in the term sheet so we have no intention of negotiating the price down.

Again, we did a lease because we want to get the land back at the end of the term. All developers want the option to purchase

>>> Joshua W. Montague 8/20/2008 10:13 AM >>>
Hi Mark,

The developer's attorney on the Shaw-Howard project has a few tax-related questions that I would like to discuss with you. Please take a look at the email below and then let me know when you are free.

Thanks!

Josh

>>> "Myers, Paul B." <paul.myers@dlapiper.com> 8/19/2008 3:34 PM >>>
Josh,

Following up on our brief conversation from the week before last (I apologize, BTW, for the delay), I just wanted to give you a heads up about the fundamental tax issues we are thinking about in terms of the Florida Avenue project.

At bottom, the issues are (i) whether Developer will be treated as the lessee of the land for federal tax purposes and (ii) who will be the owner of the improvements for federal tax purposes?

Long term land leases are typically structured so that the lessor retains title for tax purposes of the underlying land (consistent with the form of the transaction) and the lessee never relinquishes title to the improvements. It is quite possible that WMATA has done multiple deals as I have described above and that the Florida Avenue project is intended to be treated consistently. We would like to know whether or not WMATA has considered this issue, and if it has, what is the intended tax characterization from WMATA's perspective?

If WMATA has not considered the issue, the most important factors to consider are:

(i) Is the lease stream for the land at market rates? To the extent that the Developer can be viewed as overpaying for the land the lease can be reconstrued for federal tax purposes as a sale, and the payments under the lease could be reconstrued as seller take back financing.

(ii) Is the land subject to a below market option in Developer's favor at term? Again, if Developer is able to procure title at term for a below market price, this could cause the transaction to be recast as a sale with take back financing.

(iii) What happens with the improvements at term? This will obviously be an important economic issue, but its resolution could have tax consequences as well. If the building reverts to the lessor at termination of the lease (without market consideration) then it is possible that the improvements could be viewed as belonging to WMATA from the inception.

Please let us know if you have considered these issues, and any conclusions you may have drawn. We are certainly happy to discuss any of this further with you.

Thanks,

Paul

<http://www.dlapiper.com/>
Paul B. Myers

FOIA CONFIDENTIAL TREATMENT REQUESTED

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Thank you.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012859

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, August 20, 2008 8:41 AM
To: Mohsberg, Sid
Cc: Burns, Bob; Washington, Joel R.
Subject: Transfer of Property Rights at Shaw Howard

I talked to Nat as he passed by this morning. He would like you to put this on the Exec Session of PDRE. Thanks.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012860

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, August 20, 2008 8:02 AM
To: Burns, Bob
Subject: mead language
Attachments: Radio One MEAD.doc

att.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012861

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, August 14, 2008 12:29 PM
To: Montague, Joshua W.
Subject: Re: Fwd: Florida Avenue Properties

ok with me

>>> Joshua W. Montague 8/14/2008 12:27 PM >>>
Hi Rosalyn,

Did you get a copy of the redacted flea market lease for the Shaw-Howard transaction?

The developer's attorney has asked for a copy so that they can assess any liability concerns with the ROE. As you are probably aware, I have worked with Anabela and Keysia Thom (our PARP expert) to come up with a redacted copy that will provide the flea market lease info but also protect our commercial advantage interests.

I got an "OK" from Keysia and Anabela. If you are OK with this, then I will send to Guy Flynn.

Please let me know.

Josh

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, August 11, 2008 1:47 PM
To: Marshall, Malcolm
Subject: Fwd: RE: Re: Fw: Broadcast Center One Information
Attachments: Parcel 33 Appraisal Report - May 2007.pdf

fyi

>>> "Gada, Ketan (EOM)" <Ketan.Gada@dc.gov> 8/11/2008 11:05 AM >>>
Joel,

Per your request, please find attached a PDF copy of the appraisal for the District owned site. I want to emphasize again that this is a fee simple appraisal (not an Air Rights/TDR appraisal) for Parcel 33 (District owned site) and DOES NOT discount for any special construction cost which will have to be factored when building right over the WMATA Escalator parcel. Feel free to call me should you have any questions. I will see you tomorrow.

Regards,

Ketan

Ketan Gada

Project Manager

District of Columbia Government

Office of the Deputy Mayor for Planning and Economic Development (DMPED)

The John A. Wilson Building

1350 Pennsylvania Avenue NW, Suite 317

Washington, D.C. 20004

O: (202) 727-6778

M: (202) 538-1259

E: ketan.gada@dc.gov

From: Joel R. Washington [mailto:jrwashington@wmata.com]
Sent: Monday, August 11, 2008 10:07 AM
To: Gada, Ketan (EOM)
Cc: Marc E. Biondi; Rosalyn Doggett
Subject: RE: Re: Fw: Broadcast Center One Information

I need to get concurrence from the Chief Counsel's office that I can share the appraisal.

Joel

>>> "Gada, Ketan (EOM)" <Ketan.Gada@dc.gov> 8/11/2008 10:03 AM >>>

Joel,

As I said I have the document in hard copy so let me see if I can make an electronic copy of the same or get a word copy from the source. In the meantime could you please send me a copy of the appraisal that WMATA commissioned please?

Thanks,

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012863

Ketan

Ketan Gada

Project Manager

District of Columbia Government

Office of the Deputy Mayor for Planning and Economic Development (DMPED)

The John A. Wilson Building

1350 Pennsylvania Avenue NW, Suite 317

Washington, D.C. 20004

O: (202) 727-6778

M: (202) 538-1259

E: ketan.gada@dc.gov

From: Joel R. Washington [mailto:jrwashington@wmata.com]
Sent: Monday, August 11, 2008 9:58 AM
To: Gada, Ketan (EOM)
Subject: Fwd: Re: Fw: Broadcast Center One Information

FYI-- We would need to see the comparables, unit values and other data analyzed to arrive at the $47 per square foot value.

Joel

>>> Malcolm Marshall 8/11/2008 9:27 AM >>>

This appraisal report appears to contain only a draft of the transmittal letter to the report. The last paragraph of the letter states that the letter "is invalid as an opinion of value if detached from the report, which contains the text, exhibits, and Addenda." Can we get a final draft of the full report?

>>> Joel R. Washington 8/8/2008 5:44 PM >>>

-----Original Message-----
From: "Gada, Ketan (EOM)" < Ketan.Gada@dc.gov >
Cc: Morris, Emily (OAG) < emily.morris@dc.gov >
Cc: Issembert, Matthew (OAG) < matthew.issembert@dc.gov >
To: Washington, Joel R. < jrwashington@wmata.com >
Cc: < rdoggett@wmata.gov >

Sent: 8/8/2008 5:09:19 PM
Subject: Broadcast Center One Information

Joel,

Per your request please find attached the Summary of the Appraisal Report which was commissioned May 2007 and Land Disposition Agreement Extension for the project. The LDA had to be extended since they were unable to meet the closing conditions including settlement with WMATA the first time around. Again, I just want to reiterate the importance of

getting this project to closing in next two months so the Shaw and LeDroit Park community can finally see their favorite project break ground. The community at large has been waiting for this for a long time

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012864

and collectively we should help meet that goal sooner. Please share these documents with Nat (and other people in your office) since he was keen on seeing the LDA expiration date. Also I wanted to ask you if you could share the Appraisal which was commissioned by WMATA for this site and I promise it will not be shared with anyone.

Have a nice weekend.

Regards,

Ketan

Ketan Gada

Project Manager

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O: (202) 727-6778

M: (202) 538-1259

E: ketan.gada@dc.gov

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, August 11, 2008 1:37 PM
To: Welch, Kermit A.
Subject: Fwd: Broadcast Center One Information
Attachments: Summary of Appraisal Reoprt (Parcel 33).doc; Radio One LDA Extension (Fully Executed).pdf

in case Joel did not forward

>>> "Gada, Ketan (EOM)" <Ketan.Gada@dc.gov> 8/8/2008 5:09 PM >>>
Joel,

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E: ketan.gada@dc.gov

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012866

Doggett, Rosalyn

From: Doggett,.Rosalyn
Sent: Monday, August 11, 2008 1:37 PM
To: Welch, Kermit A.; Burns, Bob
Subject: Fwd: RE: Re: Fw: Broadcast Center One Information
Attachments: Parcel 33 Appraisal Report - May 2007.pdf

in case Joel did not forward
>>> "Gada, Ketan (EOM)" <Ketan.Gada@dc.gov> 8/11/2008 11:05 AM >>>
Joel,

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M: (202) 538-1259

E: ketan.gada@dc.gov

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Cc: Marc E. Biondi; Rosalyn Doggett
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FOIA CONFIDENTIAL TREATMENT REQUESTED

Ketan

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E: ketan.gada@dc.gov

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From: "Gada, Ketan (EOM)" < Ketan.Gada@dc.gov >
Cc: Morris, Emily (OAG) < emily.morris@dc.gov >
Cc: Issembert, Matthew (OAG) < matthew.issembert@dc.gov >
To: Washington, Joel R. < jrwashington@wmata.com >
Cc: < rdoggett@wmata.gov >

Sent: 8/8/2008 5:09:19 PM
Subject: Broadcast Center One Information

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012868

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Have a nice weekend.

Regards,

Ketan

Ketan Gada

Project Manager

District of Columbia Government

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O: (202) 727-6778

M: (202) 538-1259

E: ketan.gada@dc.gov

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, August 11, 2008 1:35 PM
To: Burns, Bob
Subject: Fwd: Broadcast Center One Information
Attachments: Summary of Appraisal Reoprt (Parcel 33).doc; Radio One LDA Extension (Fully Executed).pdf

I don't know if Joel forwarded this.

>>> "Gada, Ketan (EOM)" <Ketan.Gada@dc.gov> 8/8/2008 5:09 PM >>>
Joel,

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Ketan Gada

Project Manager

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O: (202) 727-6778

M: (202) 538-1259

E: ketan.gada@dc.gov

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012870

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, August 08, 2008 4:25 PM
To: Montague, Joshua W.
Subject: Re: Shaw-Howard question

I am not sure what he means. Our standard lease simply has a reversionary clause.

>>> Joshua W. Montague 8/8/2008 10:57 AM >>>
Hi Rosalyn,

Guy Flynn, the attorney for the developer, called me yesterday. We briefly discussed the form of the agreement going forward. He agreed that the simplified JDA with the attached ground lease was acceptable.

He also asked about how we will be treating the tax issues relating to depreciation of the improvements and the implications of the long-term lease. Is this something that you have addressed in these negotiations? How would you like to handle this issue?

Josh

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, August 07, 2008 11:13 AM
To: Montague, Joshua W.
Subject: Re: Shaw-Howard question

could do now

>>> Joshua W. Montague 8/7/2008 11:11 AM >>>
Thank you!

Would you have time today to go over the "whys" of the ROE? What time would work best?

>>> Rosalyn Doggett 8/7/2008 11:10:22 AM >>>
I do not think that they done much. However, they did mention something about a gas station formerly there so they have at least starting poking into history. They need the ROE (Right of Entry Permit) to do any digging/esting. Normally, our developers do not go beyond a Phase I unless they discover something that suggests they should.

Since this site was I think (need to verify) done with cut and cover, poor soils from the gas station should have been eliminated, but we never know what Phase I will uncover.

>>> Joshua W. Montague 8/7/2008 10:59 AM >>>
Hi Rosalyn,

Do you know if the Developer has completed any/all of the Environmental Due Diligence for this property?

If so, do we have any info on the status? Do we have a copy of the Phase I?

Did/will they do anything more than a Phase I?

Please let me know whenever you get a chance.

As always, if it would be easier for me to run up to your office, just let me know.

Thanks!

Josh

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012872

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, August 07, 2008 11:10 AM
To: Montague, Joshua W.
Subject: Re: Shaw-Howard question

I do not think that they done much. However, they did mention something about a gas station formerly there so they have at least starting poking into history. They need the ROE (Right of Entry Permit) to do any digging/esting. Normally, our developers do not go beyond a Phase I unless they discover something that suggests they should.

Since this site was I think (need to verify) done with cut and cover, poor soils from the gas station should have been eliminated, but we never know what Phase I will uncover.

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Did/will they do anything more than a Phase I?

Please let me know whenever you get a chance.

As always, if it would be easier for me to run up to your office, just let me know.

Thanks!

Josh

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012873

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, July 31, 2008 5:17 PM
To: Montague, Joshua W.
Subject: Re: Shaw-Howard / Florida Avenue

ok

>>> Joshua W. Montague 7/31/2008 5:15 PM >>>
Sounds good! I will come up to your office.

Thanks,

Josh

>>> Rosalyn Doggett 7/31/2008 5:15 PM >>>
yes, how about 2 pm

>>> Joshua W. Montague 7/31/2008 5:12 PM >>>
Hi Rosalyn,

Are you available to meet with me sometime tomorrow to go over the basics of this transaction?

Thanks,

Josh

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, July 31, 2008 5:15 PM
To: Montague, Joshua W.
Subject: Re: Shaw-Howard / Florida Avenue

yes, how about 2 pm

>>> Joshua W. Montague 7/31/2008 5:12 PM >>>
Hi Rosalyn,

Are you available to meet with me sometime tomorrow to go over the basics of this transaction?

Thanks,

Josh

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, July 30, 2008 8:34 AM
To: Biondi, Marc E.
Subject: Re: Fwd: transfers

yes, I will give you comments on FLAve
I did start reading it and meshing it with term sheet

>>> Marc E. Biondi 7/30/2008 7:57 AM >>>
Roz/Phillip,

As you may know we have hired a new real estate attorney, Josh Montague. Today is his first day in the office. Bruce has re-assigned the following matters to him.

05-286 - Western Bus Garage Proposal

07-171 - Shaw Howard/Florida Ave Solicitation and Sale

08-087 - Grosvenor Station - Parcel F

I will bring Josh by today or tomorrow to introduce him. (Note, as of this email, I do not find him in the groupwise directory.... I'll ask Sherry/Susan about fixing that).

Roz: if you would still like to get the first draft of Fl. Ave out the door this week, let me know what comments you have and I'll work with Josh to get it done.

Marc

Marc Biondi
Assistant General Counsel
Washington Metropolitan Area Transit Authority 600 Fifth Street, NW Washington, DC 20001

Direct Dial: 202-962-1011
Fax: 202-962-2550
mebiondi@wmata.com

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012876

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, July 28, 2008 1:21 PM
To: Shears, Nicholas C.
Subject: Re: Fwd: Shaw Howard Florida Avenue Joint Development Site

Thanks, Nick

>>> Nicholas C. Shears 7/28/2008 1:20 PM >>>
Done.

-Nick

>>> Eleanor Evans 07/28/08 1:09 PM >>>
Hi,
Per Rosalyn's request below, could one of you remove the pdf and the link "Current Joint Development opportunities" on this page: http://www.wmata.com/bus2bus/jd/jointdev.cfm

I didn't see any language that reference "current joint development opportunities" but please amend the language if you think of another place where it might be referenced.

Thanks,
Eleanor

>>> Sydney E. Garriss 7/28/2008 11:50:50 AM >>>
FYI

Syd Garriss
Electronic Comm. Media Mgr
IT/EWPG
202.962.2389

>>> Rosalyn Doggett 7/28/2008 11:47 AM >>>
Please remove this from the WMATA web site. We have selected a developer, and it is no longer available.
Thanks.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, July 28, 2008 1:07 PM
To: Evans, Eleanor
Subject: Re: Fwd: Shaw Howard Florida Avenue Joint Development Site

Great, appreciate it. (You are right about the obscurity but, nevertheless, some diggers did find it.)

>>> Eleanor Evans 7/28/2008 1:05 PM >>>
Wow, that is buried! I found it, and will have someone remove right away.

Thanks,
Eleanor

>>> Rosalyn Doggett 7/28/2008 12:41:20 PM >>>
It's on the internet under about us, business opportunities, metro real estate, joint development opps., current joint development opps.

Let me know if you cannot find it still.....

Rosalyn

>>> Eleanor Evans 7/28/2008 12:17 PM >>>
Hi Rosalyn,
I've taken on responsibility for the web changes/updates. Can you tell me where this page is located? Perhaps you could provide the URL. I've looked in a couple "obvious" spots, but haven't been able to find it.

Thanks,
Eleanor Evans
Sr. Web Program Manager
WMATA - IT
x1139

>>> Sydney E. Garriss 7/28/2008 11:50:50 AM >>>
FYI

Syd Garriss
Electronic Comm. Media Mgr
IT/EWPG
202.962.2389

>>> Rosalyn Doggett 7/28/2008 11:47 AM >>>
Please remove this from the WMATA web site. We have selected a developer, and it is no longer available.
Thanks.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012878

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, July 28, 2008 12:41 PM
To: Evans, Eleanor
Subject: Re: Fwd: Shaw Howard Florida Avenue Joint Development Site

It's on the internet under about us, business opportunities, metro real estate, joint development opps., current joint development opps.

Let me know if you cannot find it still.....

Rosalyn

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Hi Rosalyn,
I've taken on responsibility for the web changes/updates. Can you tell me where this page is located? Perhaps you could provide the URL. I've looked in a couple "obvious" spots, but haven't been able to find it.

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WMATA - IT
x1139

>>> Sydney E. Garriss 7/28/2008 11:50:50 AM >>>
FYI

Syd Garriss
Electronic Comm. Media Mgr
IT/EWPG
202.962.2389

>>> Rosalyn Doggett 7/28/2008 11:47 AM >>>
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Thanks.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, July 28, 2008 11:48 AM
To: Garriss, Sydney E.
Subject: Shaw Howard Florida Avenue Joint Development Site

Please remove this from the WMATA web site. We have selected a developer, and it is no longer available.
Thanks.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012880

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, July 24, 2008 2:55 PM
To: Karim, Omar A.
Cc: warren@bannekerventures.com; guy.flynn@dlapiper.com; seth.bryant@dlapiper.com; Biondi, Marc E.; Washington, Joel R.
Subject: RE: Howard-Shaw/Florida Avenue Kick-Off Meeting
Attachments: ROE draft - FLAve.rtf

and, now, here is the attachment

>>> "Omar A. Karim" <okarim@bannekerventures.com> 7/24/2008 2:28 PM >>>
Rosalyn,

We have executed the Term Sheet and will bring an original to the meeting along with the $100k Option Fee. Just wanted to make sure we put it on the Agenda to get the signed doc and fee to you all.

As for the ROE Permit, can you resend the document that you sent earlier in MS Word format. We don't have Word Perfect on our systems. Also, does the document reflect our comments sent over a few weeks ago? Not sure if you got them. We believe you may have still been out of town. Finally, would we be receiving a draft of the JDA and Lease tomorrow?

Thanks.

Omar

-----Original Message-----
From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Thursday, July 24, 2008 1:29 PM
To: Omar A. Karim
Cc: Joel R. Washington; Marc E. Biondi
Subject: Re: Howard-Shaw/Florida Avenue Kick-Off Meeting

Omar, this agenda looks fine. We have expected that you will be providing the executed Term Sheet and Option Fee tomorrow rather than discussing them! So, I hope that we are in agreement on that item.
Also, I have attached a draft Right of Entry Permit with information for the Florida Avenue site, as well as recent "boilerplate"
modifications, incorporated – for your review prior to tomorrow's meeting. Of course, we could not execute this agreement prior to receiving the executed term sheet and the option fee.
Looking forward to seeing you tomorrow, Rosalyn

>>> "Omar A. Karim" <okarim@bannekerventures.com> 7/24/2008 12:34 PM
>>>
Ms. Doggett,

Below please find a draft of what we hope to discuss tomorrow:

I. Providing Executed Term Sheet & Option Fee

II. Overview of Project Schedule

III. Right of Entry Permit

a. Comments

b. Insurance requirements

IV. Development Agreement and Lease

FOIA CONFIDENTIAL TREATMENT REQUESTED

a. Draft

b. Negotiations

c. Major issues

V. Project Design

a. Development Plan

b. Engineering Issues, etc.

VI. Other Issues

We plan on having someone from Torti Gallas and LEAD Engineering (civil and structural firm), in addition to our counsel from DLA Piper, be present tomorrow. Will someone from your design/engineering department be present to answer general questions about design/engineering issues that may be raised? Also, will you have a draft of the JDA and lease to provide us or do you want to send it prior to the meeting? Finally, have you all had an opportunity to review our comments to the ROE permit?

Looking forward to seeing you tomorrow.

Omar

Omar A. Karim

Banneker Ventures, LLC

700 12th Street, NW, Suite 700

Washington, DC 20005

(202) 667-4110 office

(301) 523-1810 cell

okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012882

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, July 24, 2008 2:50 PM
To: Karim, Omar A.
Cc: warren@bannekerventures.com; guy.flynn@dlapiper.com; seth.bryant@dlapiper.com; Biondi, Marc E.; Washington, Joel R.
Subject: RE: Howard-Shaw/Florida Avenue Kick-Off Meeting

Please see if you can open the attached draft ROE in rich text format. I looked for comments on the prior ROE from you via e-mail and did not see them? Would they have come from DLA Piper?

We do have the rudiments of a draft ground lease. If not ready tomorrow, very shortly thereafter. Same for JDA.

>>> "Omar A. Karim" <okarim@bannekerventures.com> 7/24/2008 2:28 PM >>>
Rosalyn,

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From: Rosalyn Doggett [mailto:rdoggett@wmata.com]
Sent: Thursday, July 24, 2008 1:29 PM
To: Omar A. Karim
Cc: Joel R. Washington; Marc E. Biondi
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III. Right of Entry Permit

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b. Insurance requirements

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012883

IV. Development Agreement and Lease

a. Draft

b. Negotiations

c. Major issues

V. Project Design

a. Development Plan

b. Engineering Issues, etc.

VI. Other Issues

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Omar A. Karim

Banneker Ventures, LLC

700 12th Street, NW, Suite 700

Washington, DC 20005

(202) 667-4110 office

(301) 523-1810 cell

okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012884

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, July 24, 2008 1:29 PM
To: Karim, Omar A.
Cc: Biondi, Marc E.; Washington, Joel R.
Subject: Re: Howard-Shaw/Florida Avenue Kick-Off Meeting
Attachments: ROE draft- FLAve.wpd

Omar, this agenda looks fine. We have expected that you will be providing the executed Term Sheet and Option Fee tomorrow rather than discussing them! So, I hope that we are in agreement on that item. Also, I have attached a draft Right of Entry Permit with information for the Florida Avenue site, as well as recent "boilerplate" modifications, incorporated - for your review prior to tomorrow's meeting. Of course, we could not execute this agreement prior to receiving the executed term sheet and the option fee. Looking forward to seeing you tomorrow, Rosalyn

>>> "Omar A. Karim" <okarim@bannekerventures.com> 7/24/2008 12:34 PM >>>
Ms. Doggett,

Below please find a draft of what we hope to discuss tomorrow:

I. Providing Executed Term Sheet & Option Fee

II. Overview of Project Schedule

III. Right of Entry Permit

a. Comments

b. Insurance requirements

IV. Development Agreement and Lease

a. Draft

b. Negotiations

c. Major issues

V. Project Design

a. Development Plan

b. Engineering Issues, etc.

VI. Other Issues

We plan on having someone from Torti Gallas and LEAD Engineering (civil and structural firm), in addition to our counsel from DLA Piper, be present tomorrow. Will someone from your design/engineering department be present to answer general questions about design/engineering issues that may be raised? Also, will you have a draft of the JDA and lease to provide us or do you want to send it prior to the meeting? Finally, have you all had an opportunity to review our comments to the ROE permit?

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012885

Looking forward to seeing you tomorrow.

Omar

Omar A. Karim

Banneker Ventures, LLC

700 12th Street, NW, Suite 700

Washington, DC 20005

(202) 667-4110 office

(301) 523-1810 cell

okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012886

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, July 24, 2008 12:37 PM
To: Biondi, Marc E.; Washington, Joel R.
Subject: Fwd: Howard-Shaw/Florida Avenue Kick-Off Meeting

>>> "Omar A. Karim" <okarim@bannekerventures.com> 7/24/2008 12:34 PM >>>
Ms. Doggett,

Below please find a draft of what we hope to discuss tomorrow:

I. Providing Executed Term Sheet & Option Fee

II. Overview of Project Schedule

III. Right of Entry Permit

a. Comments

b. Insurance requirements

IV. Development Agreement and Lease

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c. Major issues

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We plan on having someone from Torti Gallas and LEAD Engineering (civil and structural firm), in addition to our counsel from DLA Piper, be present tomorrow. Will someone from your design/engineering department be present to answer general questions about design/engineering issues that may be raised? Also, will you have a draft of the JDA and lease to provide us or do you want to send it prior to the meeting? Finally, have you all had an opportunity to review our comments to the ROE permit?

Looking forward to seeing you tomorrow.

Omar

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012887

Omar A. Karim

Banneker Ventures, LLC

700 12th Street, NW, Suite 700

Washington, DC 20005

(202) 667-4110 office

(301) 523-1810 cell

okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012888

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, July 21, 2008 2:40 PM
To: Washington, Joel R.
Subject: Re: Fwd: Shaw/Howard/Florida Avenue project - cancellation of letter of credit

Well, that's that, but I think that you can sign the letter that Clark drafted.....

>>> Shariyka Johnson 7/21/2008 2:39 PM >>>
No. Sorry!

>>> Rosalyn Doggett 7/21/2008 2:35 PM >>>
Do you?

>>> Joel R. Washington 7/21/2008 2:07 PM >>>
I think Shariyka has a copy.

Joel

>>> Rosalyn Doggett 7/21/2008 1:36 PM >>>
This looks ok to me. Unfortunately, I did not keep a copy of the original LOC that I sent back so cannot verify the number, but, under the circumstances, I am sure that it is.

>>> Joel R. Washington 7/21/2008 1:30 PM >>>

>>> < Jessica.Hubley@clarkus.com > 7/21/2008 1:11 PM >>>

Hi Joel,
I hope you are having a nice summer. Thanks so much for returning the letter of credit to us relating to the Shaw-Howard/ Florida Avenue project. In order to cancel the letter of credit, Wachovia Bank will need a letter from WMATA, as beneficiary, directing them to do so. I've drafted a letter you can use below. Would you take a look at this letter and if it looks acceptable, sign it and return it to me. Then, I can mail your letter to them with the original letter of credit and officially have them cancel it. Thanks in advance for your help with this! Please call me if you have any questions or concerns. Thanks!!

Jessica M. Hubley
Assistant General Counsel
Phone : 301-657-7155
Fax : 301-654-2564 Clark Enterprises, Inc.
7500 Old Georgetown Road, 15th Floor
Bethesda, Maryland 20814
jessica.hubley@clarkus.com

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012889

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, July 21, 2008 2:36 PM
To: Johnson, Shariyka
Subject: Re: Fwd: Shaw/Howard/Florida Avenue project - cancellation of letter of credit

Do you?

>>> Joel R. Washington 7/21/2008 2:07 PM >>>
I think Shariyka has a copy.

Joel

>>> Rosalyn Doggett 7/21/2008 1:36 PM >>>
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>>> Joel R. Washington 7/21/2008 1:30 PM >>>

>>> < Jessica.Hubley@clarkus.com > 7/21/2008 1:11 PM >>>

Hi Joel,
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Jessica M. Hubley
Assistant General Counsel
Phone : 301-657-7155
Fax : 301-654-2564 Clark Enterprises, Inc.
7500 Old Georgetown Road, 15th Floor
Bethesda, Maryland 20814
jessica.hubley@clarkus.com

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012890

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, July 21, 2008 1:36 PM
To: Washington, Joel R.
Cc: Biondi, Marc E.
Subject: Re: Fwd: Shaw/Howard/Florida Avenue project - cancellation of letter of credit

This looks ok to me. Unfortunately, I did not keep a copy of the original LOC that I sent back so cannot verify the number, but, under the circumstances, I am sure that it is.

>>> Joel R. Washington 7/21/2008 1:30 PM >>>

>>> <Jessica.Hubley@clarkus.com> 7/21/2008 1:11 PM >>>

Hi Joel,
I hope you are having a nice summer. Thanks so much for returning the letter of credit to us relating to the Shaw-Howard/ Florida Avenue project. In order to cancel the letter of credit, Wachovia Bank will need a letter from WMATA, as beneficiary, directing them to do so. I've drafted a letter you can use below. Would you take a look at this letter and if it looks acceptable, sign it and return it to me. Then, I can mail your letter to them with the original letter of credit and officially have them cancel it. Thanks in advance for your help with this! Please call me if you have any questions or concerns. Thanks!!

Jessica M. Hubley
Assistant General Counsel
Phone : 301-657-7155
Fax : 301-654-2564 Clark Enterprises, Inc.
7500 Old Georgetown Road, 15th Floor
Bethesda, Maryland 20814
jessica.hubley@clarkus.com

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012891

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, July 17, 2008 11:11 AM
To: Johnson, Shariyka
Cc: Biondi, Marc E.; Washington, Joel R.
Subject: developer selection letter
Attachments: Developer selection letter draft.doc

Sensitivity: Private

Shariyka, please prepare this letter for Joel's signature to send to

Omar A. Karim
Banneker Ventures LLC
700 12th, NW, Suite 700
Washington, DC 20005

Marc, please provide an execution copy of the term sheet.

Thanks.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012892

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, July 16, 2008 4:36 PM
To: okarim@bannekerventures.com
Subject: Re: Kick-off meeting for Howard-Shaw/Florida Ave project

Omar, what about 9 a.m. on the 25th, Friday?

>>> "Omar A. Karim" <okarim@bannekerventures.com> 7/16/2008 8:22 AM >>>
Ms. Doggett,

Welcome back. Hope you had an enjoyable vacation. Wanted to touch basis to schedule a kick-off meeting for the Howard-Shaw/Florida Ave project. Figure there are a couple of items we need to discuss/take care of, including:

- Executing the Term Sheet and posting the Option Fee;
- Discussing, finalizing and executing the Right of Entry Permit (particularly interested in getting clarification on the insurance requirements);
- Discussing a timetable for negotiating and getting the Development Agreement and Lease before the Board for approval;
- Discussing any issues that we should be aware of from Metro (fees, engineering issues, etc) as the project moves forward;
- Having your design team meet with our architect/engineers/Metro consultants (would like to bring Torti Gallas and the engineers to the kick-off mtg to get things started).

In addition to the above issues, of course any other things you all want to discuss would be great as well. Just want to capture as much as possible of the things that need to happen between now and when we break ground.

Would it be possible to schedule this kick-off meeting next week, say Thurs or Fri?

Thank you in advance.

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012893

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, July 16, 2008 4:06 PM
To: okarim@bannekerventures.com
Subject: Re: Kick-off meeting for Howard-Shaw/Florida Ave project

How about next Friday, July 25, at 9 am?

>>> "Omar A. Karim" <okarim@bannekerventures.com> 7/16/2008 8:22 AM >>>
Ms. Doggett,

Welcome back. Hope you had an enjoyable vacation. Wanted to touch basis to schedule a kick-off meeting for the Howard-Shaw/Florida Ave project. Figure there are a couple of items we need to discuss/take care of, including:

- Executing the Term Sheet and posting the Option Fee;
- Discussing, finalizing and executing the Right of Entry Permit (particularly interested in getting clarification on the insurance requirements);
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Would it be possible to schedule this kick-off meeting next week, say Thurs or Fri?

Thank you in advance.

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, July 16, 2008 3:12 PM
To: Biondi, Marc E.
Subject: Fwd: Kick-off meeting for Howard-Shaw/Florida Ave project

Marc, what is your availability next Thurs or Friday. I am here. I can also get an execution copy with a letter from Joel out tomorrow, asking them to bring an executed copy in, along with the option fee next Thurs or Fri.

>>> "Omar A. Karim" <okarim@bannekerventures.com> 7/16/2008 8:22 AM >>>
Ms. Doggett,

Welcome back. Hope you had an enjoyable vacation. Wanted to touch basis to schedule a kick-off meeting for the Howard-Shaw/Florida Ave project. Figure there are a couple of items we need to discuss/take care of, including:

- Executing the Term Sheet and posting the Option Fee;
- Discussing, finalizing and executing the Right of Entry Permit (particularly interested in getting clarification on the insurance requirements);
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In addition to the above issues, of course any other things you all want to discuss would be great as well. Just want to capture as much as possible of the things that need to happen between now and when we break ground.

Would it be possible to schedule this kick-off meeting next week, say Thurs or Fri?

Thank you in advance.

Omar

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005
(202) 667-4110 office
(301) 523-1810 cell

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012895

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, July 16, 2008 12:36 PM
To: Malasky, Gary; Burns, Bob; Washington, Joel R.; McElhenny-Smith, Robin; Meister, Mark K.
Subject: Re: Status of Current Projects 8A revised 7_16_08.doc
Attachments: FTA Status of Current Projects 8A revised 7_16_08.doc

Joel, I made some changes to my projects which are in the attachment

>>> Joel R. Washington 7/16/2008 9:36 AM >>>
All,

The FTA Quarterly pre-brief is next week and the update is due tomorrow. Please review and provide update s and saved on the LAND shared drive in the JOINT DEVELOPMENT FILE. I may have captured the latest activity but your review is appreciated.

Thanks,

Joel

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012896

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, July 02, 2008 4:08 PM
To: Cassell, Steven
Subject: Re: Proposal for Purchase of Easement Rights at Shaw-Howard Metro

I will be out of the office from June 26 through midday July 15. During this time please contact Shariyka Johnson 202 962 1273 for assistance. Thank you.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012897

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, June 30, 2008 1:19 PM
To: Biondi, Marc E.
Subject: Re: Fwd: Access to Shaw-Howard/Florida Avenue site to perform Alta/Topo Surveys

I will be out of the office from June 26 through midday July 15. During this time please contact Shariyka Johnson 202 962 1273 for assistance. Thank you.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, June 25, 2008 9:05 AM
To: Marshall, Malcolm
Subject: Fwd: Fw: Proposed Language for Florida Avenue Item
Attachments: RE: Proposed Language for Florida Avenue Item.txt

a heads up
see item (B) on amendment

>>> Nat Bottigheimer 6/25/2008 7:48 AM >>>

Here's the latest. Now I'm less confident about an agreement...

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, June 24, 2008 5:27 PM
To: Biondi, Marc E.
Subject: Fwd: florida language for your edits

fyi
sent this to Nat to edit per comments from Carol

Rosalyn P. Doggett
Senior Development Director
Washington Metropolitan Area Transit Authority 600 Fifth St, NW Washington, DC 20001
Phone: 202 962 2208
Fax: 202 962 2396
rdoggett@wmata.com

>>> Rosalyn Doggett 6/24/2008 5:26 PM >>>
That the Board of Directors approves the selection of, and term sheet with, the Banneker Ventures LLC development team as developer for the Shaw-Howard University/Florida Avenue joint developments parcels and authorizes the negotiation of a development agreement that will be presented to the Board for approval, subject to the following:

Staff's provision to the Board of documentation establishing the roles and responsibilities of the members of the development team and matching team members' construction experience to construction responsibility and authority

Staff's provision to the Board of supplemental documentation showing the financial viability of the proposed project

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012900

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, June 24, 2008 5:26 PM
To: Bottigheimer, Nat
Subject: florida language for your edits

That the Board of Directors approves the selection of, and term sheet with, the Banneker Ventures LLC development team as developer for the Shaw-Howard University/Florida Avenue joint developments parcels and authorizes the negotiation of a development agreement that will be presented to the Board for approval, subject to the following:

Staff's provision to the Board of documentation establishing the roles and responsibilities of the members of the development team and matching team members' construction experience to construction responsibility and authority

Staff's provision to the Board of supplemental documentation showing the financial viability of the proposed project

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, June 24, 2008 1:45 PM
To: Biondi, Marc E.
Subject: resolution Florida

easier to just type

That the Board of Directors approve the selction of, and term sheet with, the Banneker Ventures LLC development team as developer for the Shaw-Howard University/Florida Avenue joint developments parcels and authorize the negotiation of a development agreement that will be presented to the Board for approval.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, June 20, 2008 4:57 PM
To: Gates, Angela; Bottigheimer, Nat
Cc: O'Keeffe, Carol B.
Subject: Re: Followup question about Shaw-Howard U development project

yes, correct

>>> Nat Bottigheimer 6/20/2008 4:55 PM >>>

Angela-

The Board wanted further information on the selection process we used. (Carol, is that ok?)

There were two stages of the proposal. Nine firms originally expressed interest. On the basis of these submissions, six were invited to submit further proposals. In the second round, we had four bidders, which turned into three when two bidders combined forces.

Roz, correct?

Carol, can/should we share the bidder info before the Board item is presented to the Board or not? To me it seems innocuous and if anything is to our advantage...

Thanks,

Nat

-----Original Message-----
From: Angela Gates
To: Bottigheimer, Nat <nbottigheimer.CP5.RTRDOM@wmata.com>
Creation Date: 6/20 4:46 pm
Subject: Followup question about Shaw-Howard U development project

Hi Nat,

The reporter from http://dcmud.blogspot.com called again and wants to know why Metro has delayed the decision to find a developer for the joint development project on Florida Avenue between 7th and 9th streets near Shaw-Howard U Metrorail station.

Also, wants to know how many people applied for it.

Thanks for any information you can provide!

Angela

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, May 09, 2008 2:14 PM
To: Biondi, Marc E.
Subject: Fwd: Shaw-Howard/Florida Avenue Project - Letter to WMATA from Banneker Ventures
Attachments: Letter to WMATA from Banneker Ventures dated May 9 2008 (Final).pdf

>>> "Omar A. Karim" <okarim@bannekerventures.com> 5/9/2008 12:34 PM >>>
Mr. Washington,

Attached please find a letter from Banneker addressing issues relating to alleged financial obligations to the District of Columbia by Warren Williams, Principal of Banneker. Please call me with any questions as we are eager to continue to work with you and your staff to get this exciting project underway.

Thank you in advance.

Omar

Omar A. Karim

Banneker Ventures, LLC

700 12th Street, NW, Suite 700

Washington, DC 20005

(202) 667-4110 office

(301) 523-1810 cell

okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012904

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, April 28, 2008 12:40 PM
To: Washington, Joel R.
Cc: Malasky, Gary; Welch, Kermit A.; Chu, Mable; Biondi, Marc E.; Burns, Bob; Bushnaq, Tariq
Subject: Status of JD Projects
Attachments: Status of Current Projects 8A revised 4-23_08.doc

I completed my revisions in t drive. No one seems to have updated Wheaton or White Flint, if updates are due.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012905

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, April 23, 2008 4:10 PM
To: Washington, Joel R.
Subject: FI Ave power point
Attachments: Shaw-Howard FI Ave developer selection presentation-Revision 2.ppt

att.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012906

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, April 14, 2008 10:01 AM
To: Burns, Bob
Subject: Fwd: FW: Broadcast Center One - PDF Documents Revised
Attachments: Deed of Easement REV Square 441 Lot 856 HCL022908mlm.pdf; DESC REV - Easement Area 119sf HCL02290mlmn.pdf; DESC - Easement Area REV 155sf HCL022908mlm.pdf; DESC REV - Air Right Easement 362 sf HCL022908mlm.pdf; DESC - Air Right Easement REV 923 sf HCL022908mlm.pdf; DESC REV - Easement Area 30 sf HCL022908dbn.pdf; DESC REV - Easement Area 53.18 sf HCL022908mlm.pdf; DESC REV - Easement Area 18 sf HCL022908mlm.pdf; DESC - Air Right Easement 3666 sf HCL021408dbn.pdf; DESC - Air Right Easement 480 sf HCL021408dbn.pdf

These are the latest. I will next forward you Ed Medina's note saying "no additional comments."

>>> Mark K. Meister 3/3/2008 12:10 PM >>>
Ed,

Please review attached revised easement documents.

Mark

>>> "Cassell, Steven" <scassell@fourpointsllc.com> 3/3/2008 11:15 AM >>>
Mark / Rosalyn,

Please let us know if the modifications address all your concerns.

Rosalyn - could you please give me a call regarding the contract / lease agreement for the easement rights? I'm very concerned about timing given that it is now March and we have not seen a draft agreement.

Thanks,

Steve

Steven C. Cassell

Four Points, LLC

202-521-2529 (O)

202-250-1709 (C)

scassell@fourpointsllc.com

From: Langelan, Chas [mailto:Clangelan@amtengineering.com]
Sent: Monday, March 03, 2008 10:54 AM
To: Cassell, Steven; Feola, Phil; Voudrie, Stan; Gada, Ketan (EOM); williams danny@dp-architects.com
Cc: mmeister@wmata.com
Subject: FW: Broadcast Center One - PDF Documents Revised

Hi, Chas Langelan again,

Attached as PDFs are the same ten WMATA Easements we just sent in MS Word. These incorporate all the changes requested by WMATA. Please call if any questions, thanks,

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012907

Chas Langelan, professional land surveyor

AMT, LLC

10 G Street, N.E., Suite 430

Washington, D.C. 20002

Phone: 202-289-4545

Fax: 202-289-5051

CLangelan@AMTengineering.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012908

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, April 09, 2008 4:46 PM
To: Burns, Bob
Cc: Welch, Kermit A.
Subject: Fwd: Broadcast Center One - Easement Legal Descriptions
Attachments: Deed of Easement REV Square 441 Lot 856 HCL022908mlm.pdf; DESC REV - Easement Area 119sf HCL02290mlmn.pdf; DESC - Easement Area REV 155sf HCL022908mlm.pdf; DESC REV - Air Right Easement 362 sf HCL022908mlm.pdf; DESC - Air Right Easement REV 923 sf HCL022908mlm.pdf; DESC REV - Easement Area 30 sf HCL022908dbn.pdf; DESC REV - Easement Area 53.18 sf HCL022908mlm.pdf; DESC REV - Easement Area 18 sf HCL022908mlm.pdf; DESC - Air Right Easement 3666 sf HCL021408dbn.pdf; DESC - Air Right Easement 480 sf HCL021408dbn.pdf

Bob, I am assuming you are handling this.

>>> Kermit A. Welch 4/9/2008 10:25 AM >>>
Ros/Bob,

Please see the email below and the attachments hereto.

I also received a voicemail message regarding the structure of the transaction, and whether it will be an easement or a sale with an easement reservation.

We need to get our engineers working on the WMATA reservations and easements as soon as possible. When willl this begin?

Thanks,

Kermit

>>> "Lord, Liz" <liz.lord@pillsburylaw.com> 4/8/2008 5:51 PM >>>
Kermit,

As you may recall from our conversation last week, we promised to check with our client as to whether he was comfortable with us sharing the easement area legal descriptions with you. Because he is, please find them attached.

As I mentioned in my voicemail, we hope to discuss with you further the structure of the easement area purchase. I will be out of town tomorrow through next Wednesday but Christian is available to discuss in the meantime. He can be reached at 202-663-9146 or at christian.buerger@pillsburylaw.com.

Thanks Kermit,

Liz

<<Deed of Easement REV Square 441 Lot 856 HCL022908mlm.pdf>> <<DESC REV - Easement Area 119sf HCL02290mlmn.pdf>> <<DESC - Easement Area REV 155sf HCL022908mlm.pdf>> <<DESC REV - Air Right Easement 362 sf HCL022908mlm.pdf>> <<DESC - Air Right Easement REV 923 sf HCL022908mlm.pdf>> <<DESC REV - Easement Area 30 sf HCL022908dbn.pdf>> <<DESC REV - Easement Area 53.18 sf HCL022908mlm.pdf>> <<DESC REV - Easement Area 18 sf HCL022908mlm.pdf>> <<DESC - Air Right Easement 3666 sf HCL021408dbn.pdf>> <<DESC - Air Right Easement 480 sf HCL021408dbn.pdf>>

Liz Lord | Pillsbury Winthrop Shaw Pittman LLP

Tel: 202.663.9154 | Fax: 240.823.2449 2300 N Street, NW | Washington, DC 20037-1122

Email: Liz.Lord@pillsburylaw.com
Bio: www.pillsburylaw.com/Liz.Lord
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==========
*
Internal Revenue Service regulations generally provide that, for the purpose of avoiding federal tax penalties, a taxpayer may rely only on formal written advice meeting specific requirements. Any tax advice in this message does not meet those requirements. Accordingly, any such tax advice was not intended or written to be used, and it cannot be used, for the

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012909

purpose of avoiding federal tax penalties that may be imposed on you or for the purpose of promoting, marketing or recommending to another party any tax-related matters.

==========

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012910

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, April 08, 2008 9:26 AM
To: Pant, Shiva K.
Subject: MEAD 99972

Shiva, I note that you have not yet signed off on this MEAD, the Approval of Developer and Term Sheet for Shaw-Howard/Florida Avenue Joint Development Site. The MEAD reached you on March 20.

In case, it got lost among your many messages, I just wanted to remind you.

Thanks,
Rosalyn

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012911

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, April 03, 2008 4:36 PM
To: Bellamy, Michelle A.
Cc: Mohsberg, Sid
Subject: Fwd: Florida Avenue presentation
Attachments: Florida Avenue presentation.txt

Michele, I think that we have made the changes asked for:

POWER POINT:
-page 1, "and" is now in lower case
-response to comment about benefits: the benefit is to a constituent jurisdiction that helped fund the Metro system and can use the tax revenue to keep on subsidizing the system

BAIS
-eliminated reference to Confidential Statement; we will bring it to Executive Session -in order to be a team player, we will go with capitalized "Streets;" however, in the plural the correct usage is "streets," i.e., there is no proper name called 14th and U Streets; in this context, the use of streets is generic, only, which is why the correct usage is "streets."

I hope that this covers it (okay, it more than covers it!). Please let me know if more is needed. Thanks.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012912

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, March 20, 2008 9:55 AM
To: Bellamy, Michelle A.
Cc: Mohsberg, Sid
Subject: BAIS
Attachments: BAIS-REVISION 3.doc

I forgot to put the MEAD # on the BAIS I sent you a short time ago, so here is a copy with the number on it.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012913

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, March 20, 2008 9:24 AM
To: Bellamy, Michelle A.
Cc: Mohsberg, Sid
Subject: Shaw-Howard Florida Ave Joint Development
Attachments: BAIS-REVISION 3.doc; Shaw-Howard FL Ave developer selection presentation-Revision 1.ppt

Good morning. As a result of the pre-brief with Jack Requa, we have made changes to the power point and BAIS. The revisions are attached.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012914

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, March 18, 2008 12:27 PM
To: Washington, Joel R.; Bottigheimer, Nat
Subject: Fwd: Re: Final - WMATA Florida Avenue Term Sheet
Attachments: redline FL AVE Term Sheet COUN 031808.doc; Final FL AVE Term Sheet COUN 031808.doc

>>> Marc E. Biondi 3/18/2008 10:33 AM >>>
Attached please find a red-lined and clean copy of the Final Term Sheet.

Please note three things:

As discussed by Roz and Omar, "Lease" has been replaced by "Base Rent payment" in Sections 7.3.2 and 7.3.3.

No change was found in the document provided this morning in section 8.5 regarding FTA Approvals, please let me know if a change was made as indicated in Omar's email below.

The language following section 8.6, was relocated to the beginning of section 8 in the last WMATA draft and that insert remains in this draft. (The language was originally provided by DLA at the end of Section 8)

Omar please sign (or e-mail to say without reservation that you will sign upon Board approval).

Thanks for the speedy turnarounds,

Marc

Marc Biondi
Assistant General Counsel
Washington Metropolitan Area Transit Authority 600 Fifth Street, NW Washington, DC 20001

Direct Dial: 202-962-1011
Fax: 202-962-2550
mebiondi@wmata.com

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>>> "Omar A. Karim" <okarim@bannekerventures.com> 3/18/2008 9:03 AM >>>
Ms. Doggett,

As promised, attached please find a Final copy of the Term Sheet for the Florida Avenue project. We made five small comments reflected in Section
5.2 7.2, 8.5, 8.6 and 9.8.

Please call me with any questions.

Thank you in advance.

Omar

Omar A. Karim

Banneker Ventures, LLC

FOIA CONFIDENTIAL TREATMENT REQUESTED

700 12th Street, NW, Suite 700

Washington, DC 20005

(202) 667-4110 office

(301) 523-1810 cell

okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012916

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, March 18, 2008 11:14 AM
To: okarim@bannekerventures.com
Subject: Fwd: Re: Final - WMATA Florida Avenue Term Sheet
Attachments: redline FL AVE Term Sheet COUN 031808.doc; Final FL AVE Term Sheet COUN 031808.doc

Omar, I need your agreement right away. Thanks in advance.

>>> Marc E. Biondi 3/18/2008 10:33 AM >>>
Attached please find a red-lined and clean copy of the Final Term Sheet.

Please note three things:

As discussed by Roz and Omar, "Lease" has been replaced by "Base Rent payment" in Sections 7.3.2 and 7.3.3.

No change was found in the document provided this morning in section 8.5 regarding FTA Approvals, please let me know if a change was made as indicated in Omar's email below.

The language following section 8.6, was relocated to the beginning of section 8 in the last WMATA draft and that insert remains in this draft. (The language was originally provided by DLA at the end of Section 8)

Omar please sign (or e-mail to say without reservation that you will sign upon Board approval).

Thanks for the speedy turnarounds,

Marc

Marc Biondi
Assistant General Counsel
Washington Metropolitan Area Transit Authority 600 Fifth Street, NW Washington, DC 20001

Direct Dial: 202-962-1011
Fax: 202-962-2550
mebiondi@wmata.com

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>>> "Omar A. Karim" <okarim@bannekerventures.com> 3/18/2008 9:03 AM >>>
Ms. Doggett,

As promised, attached please find a Final copy of the Term Sheet for the Florida Avenue project. We made five small comments reflected in Section
5.2 7.2, 8.5, 8.6 and 9.8.

Please call me with any questions.

Thank you in advance.

Omar

Omar A. Karim

Banneker Ventures, LLC

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012917

700 12th Street, NW, Suite 700

Washington, DC 20005

(202) 667-4110 office

(301) 523-1810 cell

okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012918

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, March 17, 2008 5:27 PM
To: Bellamy, Michelle A.
Subject: Shaw Howard-Florida Avenue Joint Development Project- Board Materials
Attachments: FL Ave - Corrected Presentation.txt; BAIS-REVISION 1.doc

Please find attached
Power Point
BAIS

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, March 17, 2008 3:20 PM
To: Mohsberg, Sid
Cc: Biondi, Marc E.
Subject: Re: Shaw Howard Florida Ave Developer Selection Power Point Presentation
Attachments: BAIS.doc

The BAIS is attached. I am working on the confidential statement redo and MEAD. Joel told me not to send the MEAD forward until we had an agreed-upon term sheet. We are still trying to get there.

>>> Sid Mohsberg 3/17/2008 10:09 AM >>>
Roz,

BAIS? It's due to Michelle Bellamy by 0900 Tuesday, 3/18/08.

Sid

>>> Rosalyn Doggett 3/13/2008 1:52 PM >>>
att.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012920

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, March 17, 2008 2:36 PM
To: Mohsberg, Sid
Subject: Re: Shaw Howard U. FL Ave Joint Development: Presentation

Thanks very much for correcting and improving.

It is accurate except on Community Involvement slide

It needs to be clear that the "Board" authorized a solicitation for the site in Aug 2006 (Nat can say that we were unable actually to issue a request for Expressions of Interest until the spring because we had to settle litigation)

"Developers" (plural) presented to ANC 1B. Not just Banneker but one other as well. The third did not because of a mixup. Jim Graham was there so he ought to know.

>>> Sid Mohsberg 3/14/2008 8:45 PM >>>
Roz,

Please give this a reality check.

Thanks.

Sid

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, March 13, 2008 1:52 PM
To: Mohsberg, Sid
Subject: Shaw Howard Florida Ave Developer Selection Power Point Presentation
Attachments: Shaw-Howard FL Ave developer selection presentation.ppt

att.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012922

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, March 13, 2008 8:56 AM
To: Biondi, Marc E.
Subject: Fwd: Florida comments
Attachments: FLORIDA Draft_Term_Sheet.doc; FL Ave MAR 08.pdf

fyi

the table IS what I asked Eric to do

>>> <eric.smart@bolansmart.com> 3/12/2008 2:57 PM >>>
Roz

Please see attached word file with marked comments and PDF with our interpretation of what is meant by your Base Rent proposal. Figure you have flagged most of our comments already, plus of course others that are part of your overall WMATA standards. Give me a call on my cell after 3:30 if wish to discuss.

Eric
--
Eric Smart, Bolan Smart Associates, Inc.
1250 24th Street, NW, Suite 300, Washington, DC 20037 202-776-7740 (direct), 202-841-2227 (cell), 202-371-1333 (BSA general) www.bolansmart.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012923

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, March 13, 2008 8:49 AM
To: Flynn, Guy
Subject: Re: Shaw/Howard Term Sheet (REVISED)

I am replying so that your next message will not go into "junK" mail

>>> "Flynn, Guy" <guy.flynn@dlapiper.com> 3/12/2008 8:25 PM >>>

Rosalyn and Marc -- As you know, DLA Piper is representing the Developer entity in connection with this transaction. In that regard, attached is a marked revised version of the markup that Omar circulated last night.
It contains a very small number of "tweaks" that I've added based on additional conversations on our side today. Look forward to our call tomorrow.

Guy Flynn
DLA Piper
410-580-4149

 Please consider the environment before printing this email.

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Thank you.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012924

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, March 12, 2008 8:55 AM
To: Washington, Joel R.
Subject: Fwd: Comments to Draft Term Sheet b/t WMATA and Developers of Florida Avenue parcels
Attachments: Draft Term Sheet between WMATA and Developers of Florida Avenue parcels.doc

fyi

>>> "Omar A. Karim" <okarim@bannekerventures.com> 3/12/2008 12:19 AM >>>
Ms. Doggett and Mr. Biondi,

We attach for your review our comments to the draft Term Sheet that you provided us. We think that the comments are within the spirit of our written and oral submissions to you, including: (1) our initial Response to the Request for an Opportunity to Compete Against an Unsolicited Proposal,
(2) Response to the Request for Proposals, (3) In-person Interviews with you and your staff; and (4) subsequent written correspondences to you. We are hopeful that we will be able to finalize the document during our conference call on Thursday morning. Should you have any questions in the meantime, please call me.

Thank you in advance and we look forward to working with you on this exciting project.

Best,

Omar

Omar A. Karim

Banneker Ventures, LLC

700 12th Street, NW, Suite 700

Washington, DC 20005

(202) 667-4110 office

(301) 523-1810 cell

okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012925

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, March 12, 2008 8:51 AM
To: eric.smart@bolansmart.com
Subject: Fwd: Comments to Draft Term Sheet b/t WMATA and Developers of Florida Avenue parcels
Attachments: Draft Term Sheet between WMATA and Developers of Florida Avenue parcels.doc

>>> "Omar A. Karim" <okarim@bannekerventures.com> 3/12/2008 12:19 AM >>>
Ms. Doggett and Mr. Biondi,

We attach for your review our comments to the draft Term Sheet that you provided us. We think that the comments are within the spirit of our written and oral submissions to you, including: (1) our initial Response to the Request for an Opportunity to Compete Against an Unsolicited Proposal,
(2) Response to the Request for Proposals, (3) In-person Interviews with you and your staff; and (4) subsequent written correspondences to you. We are hopeful that we will be able to finalize the document during our conference call on Thursday morning. Should you have any questions in the meantime, please call me.

Thank you in advance and we look forward to working with you on this exciting project.

Best,

Omar

Omar A. Karim

Banneker Ventures, LLC

700 12th Street, NW, Suite 700

Washington, DC 20005

(202) 667-4110 office

(301) 523-1810 cell

okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, March 06, 2008 10:59 AM
To: Marshall, Malcolm
Subject: Fwd: FW: Broadcast Center One - PDF Documents Revised
Attachments: Deed of Easement REV Square 441 Lot 856 HCL022908mlm.pdf; DESC REV - Easement Area 119sf HCL02290mlmn.pdf; DESC - Easement Area REV 155sf HCL022908mlm.pdf; DESC REV - Air Right Easement 362 sf HCL022908mlm.pdf; DESC - Air Right Easement REV 923 sf HCL022908mlm.pdf; DESC REV - Easement Area 30 sf HCL022908dbn.pdf; DESC REV - Easement Area 53.18 sf HCL022908mlm.pdf; DESC REV - Easement Area 18 sf HCL022908mlm.pdf; DESC - Air Right Easement 3666 sf HCL021408dbn.pdf; DESC - Air Right Easement 480 sf HCL021408dbn.pdf

These are the easements corrected per Ed Medina's instructions. Ed has e-mailed that he has no further comment.

>>> "Cassell, Steven" <scassell@fourpointsllc.com> 3/3/2008 11:15 AM >>>
Mark / Rosalyn,

Please let us know if the modifications address all your concerns.

Rosalyn - could you please give me a call regarding the contract / lease agreement for the easement rights? I'm very concerned about timing given that it is now March and we have not seen a draft agreement.

Thanks,

Steve

Steven C. Cassell

Four Points, LLC

202-521-2529 (O)

202-250-1709 (C)

scassell@fourpointsllc.com

From: Langelan, Chas [mailto:Clangelan@amtengineering.com]
Sent: Monday, March 03, 2008 10:54 AM
To: Cassell, Steven; Feola, Phil; Voudrie, Stan; Gada, Ketan (EOM); williams danny@dp-architects.com
Cc: mmeister@wmata.com
Subject: FW: Broadcast Center One - PDF Documents Revised

Hi, Chas Langelan again,

Attached as PDFs are the same ten WMATA Easements we just sent in MS Word. These incorporate all the changes requested by WMATA. Please call if any questions, thanks,

Chas Langelan, professional land surveyor

AMT, LLC

10 G Street, N.E., Suite 430

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012927

Washington, D.C. 20002

Phone: 202-289-4545

Fax: 202-289-5051

CLangelan@AMTengineering.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012928

Doggett, Rosalyn

From:	Doggett, Rosalyn
Sent:	Tuesday, March 04, 2008 5:15 PM
To:	okarim@bannekerventures.com
Cc:	eric.smart@bolansmart.com; Biondi, Marc E.; Washington, Joel R.
Subject:	ShawHoward Fl. Ave Project Term Sheet
Attachments:	ShawHoward FL AVE Term Sheet 1- 3-3-08.rtf

Omar, please find below a draft term sheet for the Project for which Banneker Ventures has been tentatively selected as developer.

Upon your review, please call me as to next steps within the tight time frame in which we would like to execute a mutually satisfactory document.

You will note that the base rent is initally higher than what you proposed. This is as a result of FTA oversight, which I can explain to you as we discuss what I have inserted. The base rent does not contemplate affordable housing. Again, this is something that we can discuss.

Please also note that, in the interest of saving time, our General Counsel has not completed its review of the term sheet and that any final negotiated docuument will be subject to review and approval by our General Counsel.

I look forward to hearing from you. Please do call if you have any questions at the outset.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, March 04, 2008 12:40 PM
To: eric.smart@bolansmart.com; Biondi, Marc E.
Cc: Washington, Joel R.
Subject: Fwd: Florida Avenue Term Sheet
Attachments: ShawHoward FL AVE Term Sheet 1- 3-3-08.rtf

I neglected to add that I would like to send this to Banneker by the end of today! If you can't get to it, I think that items can be added/changed in the next couple of days.

>>> Rosalyn Doggett 3/4/2008 12:04 PM >>>
Attached is a term sheet for the project.

One area may cause the developer some heartburn. I have put in a base rent that is quite a bit higher than what the developer proposed. The developer proposed $500,000 as the initial base rent number in 2011. I used $525,000 (our appraiser's number for Aug '07) escalated by 3 ½ years to closing on the lease to come up with an initial base rent of $580,000.

The developer proposed 20% affordable housing at half the rent of market rate ($1.50 vs. $3.00/ sf). I asked Malcolm Marshall to ask our appraiser if a lower discounted rental rate can be justified based on a clause we would have to put in the term sheet that 20% of the housing would be affodable by households making less than 60% of the area median income (or something to that effect). However, the appraiser called us back and said 20% affordable housing did not justify a discount-- some of their comparables included affordable housing.

In any event, the inclusion of affordable housing is a policy call, not something that the city currently requires. It is something that the developer thought would help with local community acceptance. So another question is whether the new jd guidelines (goal #5) justify our discounting the rent for affordable housing.

Overall, the project yields an npv that is far higher than our appraiser's current assessment of market value. However, I am now sensitive to FTA's parsing our appraisals and looking at initial rental values.

In any event, I am going to go with the higher number based on the conversation with Malcolm's appraiser.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012930

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, March 04, 2008 12:05 PM
To: eric.smart@bolansmart.com; Biondi, Marc E.
Cc: Washington, Joel R.
Subject: Florida Avenue Term Sheet
Attachments: ShawHoward FL AVE Term Sheet 1- 3-3-08.rtf

Attached is a term sheet for the project.

One area may cause the developer some heartburn. I have put in a base rent that is quite a bit higher than what the developer proposed. The developer proposed $500,000 as the initial base rent number in 2011. I used $525,000 (our appraiser's number for Aug '07) escalated by 3 % years to closing on the lease to come up with an initial base rent of $580,000.

The developer proposed 20% affordable housing at half the rent of market rate ($1.50 vs. $3.00/ sf). I asked Malcolm Marshall to ask our appraiser if a lower discounted rental rate can be justified based on a clause we would have to put in the term sheet that 20% of the housing would be affodable by households making less than 60% of the area median income (or something to that effect). However, the appraiser called us back and said 20% affordable housing did not justify a discount-- some of their comparables included affordable housing.

In any event, the inclusion of affordable housing is a policy call, not something that the city currently requires. It is something that the developer thought would help with local community acceptance. So another question is whether the new jd guidelines (goal #5) justify our discounting the rent for affordable housing.

Overall, the project yields an npv that is far higher than our appraiser's current assessment of market value. However, I am now sensitive to FTA's parsing our appraisals and looking at initial rental values.

In any event, I am going to go with the higher number based on the conversation with Malcolm's appraiser.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012931

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, March 03, 2008 12:04 PM
To: Welch, Kermit A.; Washington, Joel R.
Cc: Marshall, Malcolm
Subject: Fwd: FW: Broadcast Center One - PDF Documents Revised
Attachments: Deed of Easement REV Square 441 Lot 856 HCL022908mlm.pdf; DESC REV - Easement Area 119sf HCL02290mlmn.pdf; DESC - Easement Area REV 155sf HCL022908mlm.pdf; DESC REV - Air Right Easement 362 sf HCL022908mlm.pdf; DESC - Air Right Easement REV 923 sf HCL022908mlm.pdf; DESC REV - Easement Area 30 sf HCL022908dbn.pdf; DESC REV - Easement Area 53.18 sf HCL022908mlm.pdf; DESC REV - Easement Area 18 sf HCL022908mlm.pdf; DESC - Air Right Easement 3666 sf HCL021408dbn.pdf; DESC - Air Right Easement 480 sf HCL021408dbn.pdf

Joel, I am quite concerned that this one can cause us trouble. We have not drafted a lease. Kermit is not anywhere close to having the time to do it. Our appraisal is due in at the end of March/early April, right Malcolm? Then we will be accused of holding up this very important deal-- they talk about wanting to break ground in April; I don't know if there are other constraints; there probably are-- despite the time that Four Points has consumed.

I think that we ought to talk about workload. Kermit, I hope you don't mind my writing this without talking to you first (I just phoned).

>>> "Cassell, Steven" <scassell@fourpointsllc.com> 3/3/2008 11:15 AM >>>
Mark / Rosalyn,

Please let us know if the modifications address all your concerns.

Rosalyn - could you please give me a call regarding the contract / lease agreement for the easement rights? I'm very concerned about timing given that it is now March and we have not seen a draft agreement.

Thanks,

Steve

Steven C. Cassell

Four Points, LLC

202-521-2529 (O)

202-250-1709 (C)

scassell@fourpointsllc.com

From: Langelan, Chas [mailto:Clangelan@amtengineering.com]
Sent: Monday, March 03, 2008 10:54 AM
To: Cassell, Steven; Feola, Phil; Voudrie, Stan; Gada, Ketan (EOM); williams_danny@dp-architects.com
Cc: mmeister@wmata.com
Subject: FW: Broadcast Center One - PDF Documents Revised

Hi, Chas Langelan again,

Attached as PDFs are the same ten WMATA Easements we just sent in MS Word. These incorporate all the changes requested by WMATA. Please call if any questions, thanks,

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012932

Chas Langelan, professional land surveyor

AMT, LLC

10 G Street, N.E., Suite 430

Washington, D.C. 20002

Phone: 202-289-4545

Fax: 202-289-5051

CLangelan@AMTengineering.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012933

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, February 29, 2008 9:36 AM
To: Biondi, Marc E.; Magarelli, John A.; Washington, Joel R.
Subject: Shaw Howard Tentative Developer Selection
Attachments: Executed Bottigheimer Memo to Catoe re Tentative Dev. Selection 2-26-08.pdf

Please see Nat's memo to the GM, attached.

I called Omar Karim this a.m., said we would get him a term sheet early next week, that we needed to negotiate in next two weeks, and to keep the " tentative selection" confidential. Ok with him on all counts.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, February 21, 2008 5:15 PM
To: Cassell, Steven
Cc: Marshall, Malcolm
Subject: Re: Fwd: Broadcast Center One - PDF's

Here are our comments on the individual easement descriptions

>>> Ed Medina 2/21/2008 2:54 PM >>>
My comments are as follows:

1. 119 Square Feet Easement Area Within WMATA Elevator Parcel:
The west or east limit (5.5') added to the tie-in/offset distance of 10' must be 15' (5.5' + 10' = 15.5'), please verify.

2. 155 Square Feet Easement Area Within WMATA Elevator Parcel:
The upper limit at elevation 97.20' will encroach/overlap by 2.2' into the 480 square feet Air-Rights Easement with
lower limit at elevation 95.00'. Please clarify/verify.

3. 362 Square Feet Air-Rights Easement Above WMATA Shaw-Howard University Station:
Why do you call this Air-Rights Easement, the 3 feet high easement (elevation 80' to elevation 83') is below the
ground?

4. 923 Square Feet Air-Rights Easement Above WMATA Shaw-Howard University Station:
Why do you call this Air-Rights Easement, the 1 foot high easement (elevation 80' to elevation 81') is below the
ground?

5. 101 Square Feet Easement For Construction of Below-Grade Garage Walls:
This easement is not just for the construction of the walls, this easement is also required for the future
maintenance of the walls (WMATA will not own the garage walls), therefore the easement must be called
"Permanent Below-Grade Garage Walls Easement".
The 101 square feet easement must be broken down into three different areas because of upper limits limitations:
Area 1 = 2'x15' = 30 square feet (lower limit at elevation 55' and upper limit at elevation 81.00'). This area is within
the 480 Square Feet WMATA Fee-Simple Elevator Parcel Area.
Area 2 = 2'x26.59' = 53.18 square feet (lower limit at elevation 55' and upper limit at elevation 72'). This area is
within the 1,693 Square Feet WMATA Permanent Underground Easement (upper limit at elevation
72'). Any easement above elevation 72' is outside WMATA's Permanent Underground Easement.
Area 3 = 2'x9' = 18 square feet (lower limit at elevation 55' and upper limit at elevation 81.00'). This area is within
the 923 Square Feet WMATA Permanent Underground Easement (upper limit at elevation 81.00').

>>> Rosalyn Doggett 02/19/08 12:41 PM >>>
Ed, what Mark forwarded you is the overall site in which are located the individual easement I asked you to review on Friday. Please call if questions. Thanks.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, February 19, 2008 12:42 PM
To: Medina, Ed
Subject: Fwd: Broadcast Center One - PDF's
Attachments: Fwd: Broadcast Center One - PDF's.txt

Ed, what Mark forwarded you is the overall site in which are located the individual easement I asked you to review on Friday. Please call if questions. Thanks.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, February 15, 2008 2:28 PM
To: Marshall, Malcolm; Medina, Ed; Bushnaq, Tariq
Subject: Fwd: Broadcast Center One - PDF's
Attachments: Broadcast Center One - PDF's.txt

I have not opened the attachments yet but they should be complete. Please review, contact me with questions.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012937

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, January 30, 2008 4:26 PM
To: Marshall, Malcolm
Subject: Fwd: FW: WMATA Easement Descriptions - Broadcast Center One
Attachments: DESC - Air Right Easement 480 sf HCL012808mlm.pdf; DESC - Easement Area 120sf HCL012808mlm.pdf; DESC - Easement Area 132sf HCL012808mlm.pdf; DESC - Air Right Easement 3666 sf HCL012808mlm.pdf; DESC - Air Right Easement 923 sf HCL012808mlm.pdf; DESC - Air Right Easement 362 sf HCL012808mlm.pdf; DESC - Easement 14.22 sf HCL012808mlm.pdf; DESC - Easement Area 101 sf HCL012808mlm.pdf

>>> "Cassell, Steven" <scassell@fourpointsllc.com> 1/29/2008 9:17 AM >>>
Rosalyn,

See attached descriptions of the eight individual easement areas we are requesting from WMATA. Needless to say, we've lost several weeks since our last meeting and I recommend we talk later today to discuss our best course of action going forward. Please let me know when you might be available to talk by phone.

Thanks and best regards,

Steve

Steven C. Cassell

Four Points, LLC

202-521-2529 (O)

202-250-1709 (C)

scassell@fourpointsllc.com

From: Langelan, Chas [mailto:Clangelan@amtengineering.com]
Sent: Monday, January 28, 2008 3:35 PM
To: Cassell, Steven; Gada, Ketan; Feola, Phil; Voudrie, Stan; Costanzi, Vincent; Schriever, Daniel
Cc: marshall_debbie@dp-architects.com; williams_danny@dp-architects.com
Subject: WMATA Easement Descriptions - Broadcast Center One

Attached are the eight Easement Areas needed for the Broadcast Center One to extend into WMATA's parcels. Each has a separate description and supporting plat. In some cases we do not yet have enough information from the architects to set various upper or lower easement limits, so we have left a few blanks to be filled, but these documents are otherwise complete and ready for review. The attachments are in PDF format. Please let us know any comments. We have requested building elevation information from D-P, and I am sure that will be forthcoming shortly. Kindest regards to all,

Chas Langelan, professional land surveyor

AMT, LLC

10 G Street, N.E., Suite 430

Washington, D.C. 20002

FOIA CONFIDENTIAL TREATMENT REQUESTED

Phone: 202-289-4545

Fax: 202-289-5051

CLangelan@AMTengineering.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012939

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, January 30, 2008 1:49 PM
To: moddie@moddieturay.com
Cc: rowen@clarkus.com; Washington, Joel R.
Subject: Re: FW: Shaw/Howard Metro RFP

Moddie,
Thank you for your e-mails and your willingness to be available. We are continuing our evaluations and assure you that we will let you know of the need for further information or results, as appropriate. Thanks again, Rosalyn

>>> "Moddie Turay" <moddie@moddieturay.com> 1/30/2008 11:28 AM >>>
Rosalyn,

I hope all is well. After our last conversation before the holiday I inadvertently thought I sent you the below response in regards to some of the major points of our conversation that I wanted to touch on further.

We continue to be excited about the opportunity to create a world-class mixed-use project along Florida Avenue. This project has the personal attention of Jim Clark (Chairman of the board and CEO) and other senior Clark executives. They, as I do, consider this a great opportunity to create a dynamic destination project with an exciting mix of retailers and distinctive architecture in a historic and emerging neighborhood. We feel our retail mix will strike the right balance between local and national retailers which will create the ultimate walking and shopping experience.

Our team has been in further consultation with our zoning attorney, Allison Prince, at Pillsbury Winthrop Shaw Pittman LLP in regards to the alley closing. Given their recent analysis of the alley system, they are confident that at a minimum, our FAR would not change given the options available to us.

Most importantly, our financial offer to WMATA is not contingent on the closing of the alley. This is because the two lots under our control adjacent to the WMATA parcel at 9th & U allow us to maximize the 4.5 FAR given the combined development footprint.

We would love to sit down with you again to further discuss our proposal at your convenience. Thank you again and please let me know if you have any additional questions.

Best wishes,

Moddie Turay

Cc: Rebecca Owen (Clark Enterprise Inc.)

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Version: 7.5.516 / Virus Database: 269.19.10/1241 - Release Date: 1/24/2008 9:58 AM

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Version: 7.5.516 / Virus Database: 269.19.14/1247 - Release Date: 1/28/2008 10:59 AM

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Checked by AVG Free Edition.
Version: 7.5.516 / Virus Database: 269.19.16/1251 - Release Date: 1/30/2008 9:29 AM

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012940

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, January 29, 2008 6:27 PM
To: Welch, Kermit A.
Subject: Fwd: FW: WMATA Easement Descriptions - Broadcast Center One
Attachments: DESC - Air Right Easement 480 sf HCL012808mlm.pdf; DESC - Easement Area 120sf HCL012808mlm.pdf; DESC - Easement Area 132sf HCL012808mlm.pdf; DESC - Air Right Easement 3666 sf HCL012808mlm.pdf; DESC - Air Right Easement 923 sf HCL012808mlm.pdf; DESC - Air Right Easement 362 sf HCL012808mlm.pdf; DESC - Easement 14.22 sf HCL012808mlm.pdf; DESC - Easement Area 101 sf HCL012808mlm.pdf

>>> "Cassell, Steven" <scassell@fourpointsllc.com> 1/29/2008 9:17 AM >>>
Rosalyn,

See attached descriptions of the eight individual easement areas we are requesting from WMATA. Needless to say, we've lost several weeks since our last meeting and I recommend we talk later today to discuss our best course of action going forward. Please let me know when you might be available to talk by phone.

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Steven C. Cassell

Four Points, LLC

202-521-2529 (O)

202-250-1709 (C)

scassell@fourpointsllc.com

From: Langelan, Chas [mailto:Clangelan@amtengineering.com]
Sent: Monday, January 28, 2008 3:35 PM
To: Cassell, Steven; Gada, Ketan; Feola, Phil; Voudrie, Stan; Costanzi, Vincent; Schriever, Daniel
Cc: marshall_debbie@dp-architects.com; williams_danny@dp-architects.com
Subject: WMATA Easement Descriptions - Broadcast Center One

Attached are the eight Easement Areas needed for the Broadcast Center One to extend into WMATA's parcels. Each has a separate description and supporting plat. In some cases we do not yet have enough information from the architects to set various upper or lower easement limits, so we have left a few blanks to be filled, but these documents are otherwise complete and ready for review. The attachments are in PDF format. Please let us know any comments. We have requested building elevation information from D-P, and I am sure that will be forthcoming shortly. Kindest regards to all,

Chas Langelan, professional land surveyor

AMT, LLC

10 G Street, N.E., Suite 430

Washington, D.C. 20002

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012941

Phone: 202-289-4545

Fax: 202-289-5051

CLangelan@AMTengineering.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012942

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, January 29, 2008 1:18 PM
To: Welch, Kermit A.; Medina, Ed; Washington, Joel R.; Bushnaq, Tariq
Subject: Fwd: Shaw-Howard- WMATA Easement Descriptions - Broadcast Center One
Attachments: FW: WMATA Easement Descriptions - Broadcast Center One.txt

Ed, Tariq we need to know the extent of the easements being requested. If Ed completes in a day or two and passes back to me through Tariq, that will be fine for purposes of our review (Kermit/Roz)

>>> Tariq Bushnaq 1/29/2008 9:44 AM >>>
Ed,

Please review the attached easement descriptions and provide me and/or Roz with comments.

Thanks..Tariq

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, January 28, 2008 1:50 PM
To: Biondi, Marc E.; Magarelli, John A.; Washington, Joel R.
Subject: Florida Ave tenative developer selection
Attachments: COMPARISON OF SHAW HOWARDCOMPARISON OF SHAW HOWARD FL AVE LEASE PROPOSALS 1-08.wpd; FLORIDA AVENUE 1-08 chart PROPOSALS EVALUATION .wpd; Florida Ave tentative developer selection 1-08.wpd

Please find the memo and tables revised per our meeting today.

Marc, I will await your review with Carol before passing around for signatures.

John, please e-mail me your ridership calculations.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012944

Doggett, Rosalyn

From:	Doggett, Rosalyn
Sent:	Monday, January 28, 2008 8:28 AM
To:	Biondi, Marc E.; Magarelli, John A.; Washington, Joel R.
Subject:	Tentative Developer Selection - Florida Ave
Attachments:	COMPARISON OF SHAW HOWARDCOMPARISON OF SHAW HOWARD FL AVE LEASE PROPOSALS 1-08.wpd; Florida Ave tentative developer selection 1-08.wpd; FLORIDA AVENUE 1-08 chart PROPOSALS EVALUATION .wpd

Please seen the attached memo which Nat had requested and two accompanying charts. I would like to meet on these to get your comments and do a final memo this morning if possible under your schedules, say 11 a.m. Or, if not this morning, as early as possible today. Please let me know.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012945

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, January 25, 2008 5:18 PM
To: Biondi, Marc E.; Magarelli, John A.
Subject: Fwd: Shaw/Howard Metro RFP

fyi

I am working on a recommendation memo for Nat and will ask you to review Monday a.m.

>>> "Moddie Turay" <moddie@moddieturay.com> 1/24/2008 4:26 PM >>>
Rosalyn,

I hope all is well. After our last conversation before the holiday I inadvertently thought I sent you the below response in regards to some of the major points of our conversation that I wanted to touch on further.

We continue to be excited about the opportunity to create a world-class mixed-use project along Florida Avenue. This project has the personal attention of Jim Clark (Chairman of the board and CEO) and other senior Clark executives. They, as I do, consider this a great opportunity to create a dynamic destination project with an exciting mix of retailers and distinctive architecture in a historic and emerging neighborhood. We feel our retail mix will strike the right balance between local and national
retailers which will create the ultimate walking and shopping experience.

Our team has been in further consultation with our zoning attorney, Allison Prince, at Pillsbury Winthrop Shaw Pittman LLP in regards to the alley closing. Given their recent analysis of the alley system, they are confident that at a minimum, our FAR would not change given the options available to us.

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We would love to sit down with you again to further discuss our proposal at your convenience. Thank you again and please let me know if you have any
additional questions.

Best wishes,

Moddie Turay

Cc: Rebecca Owen (Clark Enterprise Inc.)

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9:58 AM

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012946

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, January 08, 2008 12:43 PM
To: Washington, Joel R.
Subject: Re: 8A Status of Current Projects.doc
Attachments: Status of Current DC JD Projects_1-08.doc

my edits are attached
they are in T:\JOINT DEVELOPMENT FILE\Status of Current DC JD Projects_1-08.doc

>>> Joel R. Washington 1/7/2008 1:05 PM >>>
Gary/ Roz,

Emeka wants a status rteport of JD projects in DC. We prepared the attached for the November FTA Quarterly meeting, please review and update the status as soon as possible. Art would like to respond to Emeka this week.

Thanks,

Joel

>>> Nat Bottigheimer 01/03/08 2:11 PM >>>
Art--

Thanks very much for the reminder. Joel can provide an up-to-date project status report that covers all DC projects for Emeka. Robin can provide materials to you that are specific to the Fort Totten process.

Robin and Joel, could you arrange to get these materials to Art for him to distribute, please?

Thanks very much,

Nat

>>> Arthuro V. Lawson 1/3/2008 2:06 PM >>>
At yesterday's DDOT/WMATA monthly meeting, we committed to providing Mr. Moneme background materials on the Fort Totten Station Area Planning process and the joint development project at the station. We also committted to sending him a background materials and a status update on the Rhode Island Avenue Project, the Florida Avenue and Ninth Street project, the Radio One Project and the Takoma Project. He also requested that we provide and update on at least one project at each monthly meeting.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012947

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, January 04, 2008 10:57 AM
To: Washington, Joel R.
Cc: Chu, Mable; Marshall, Malcolm
Subject: Fwd: U Street- Modification on Reserved Developmental Rights
Attachments: Modification Agreement of Record.doc; Agreement- WMATA AND BLUE HORSESHOE.doc

Joel, please see the attachments which I recommend signing. There is a companion e-mail to follow.

Background
When we sold our property at the 13th and U St. (U St-Cardozo-AAWM) Metro entrance to Marvin Jawer 5 years ago for $1.160 million, he and we recognized that he had not developed the property to its full zoning envelope. He developed approximately 44,000 sf (4 stories) of an allowable envelope that I estimate at @56,439 sf under current C-2A Arts Overlay zoning. WMATA retained the development rights over 44,000 sf.

Mr. Jawer recently proposed that we relinquish these rights for a payment of $33,300. He stated that the reason for this is that he cannot get optimum refinancing with this impingement on his title.

In turn, we proposed $175,000 to which he has agreed. We based the $175,000 payment on the most recent appraisal that we had for the the Shaw Howard properties several blocks away, $57/FAR sf x 12,439 sf (the remaining envelope) which I escalated over 30 years (an arbitrarily chosen life of the building that Jawer has built) at 4%/year and discounted at 9% to reflect the uncertainty of when and whether the newly constructed Jawer building would be demolished.

The payment amounts to approximately $14/FAR sf for the remaining FAR under current zoning. We could sell these rights today as TDR's (transfers of development rights). Mr. Jawer sent information from two zoning attorneys about TDR's which indicates that should we wish to sell our development rights today, the likely value is less than $5, confirmed by independent sources. He also stated, without confirmation, that TDR's in downtown are being sold for $10-$12.

Evaluation
We are in no hurry to sell our development rights. We could retain them. We have no idea whether values in this area would lead to redevelopment of the building, perhaps combined with an adjoining property, in the near term or not even in 30 years. There is recent activity at 14th and U where some one and two story buildings are proposed to be replaced by 90' high buildings (likely to be lowered by HPRB). We know that in other cases where we have held leased property for over thirty years (Bethesda, 1101 Connecticut) our stake has risen significantly.

Here, however, we have sold the property, not leased it, and retained the excess development rights. The future value is uncertain and we have no further ownership interest in the property (we do have similar arrangements for sale properties at Navy Yard East, where we retain excess development rights for 25 years, and, I think, at Wheaton).

Recommendation
The question is whether it is in WMATA's interest to retain these rights or not. In my judgment, given the fact that we have disposed of our ownership interest and may yet realize some additional revenue in the future if a taller building is erected and requires support within our retained easement areas, we should take advantage today of the additional revenue that can be achieved.

>>> "Richard F. Levin" <levin@gyfb.com> 12/29/2007 11:59 AM >>>
Greetings.

I hope the Holiday was special for both of you.

I was asked to put together a simple agreement to address the payment of $175,000 to WMATA in return for a relinquishment by WMATA of the developmental rights previously reserved in the deed.

I attach the proposed Agreement and the proposed Declaration.

Look forward to getting this wrapped up early in the New Year.

Rich

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012948

****

Richard F. Levin
Grossberg, Yochelson, Fox & Beyda, LLP
2000 L Street, N.W.
Suite 675
Washington, D.C. 20036-4907
Phone: 202-296-9696
Fax: 202-296-7777

e-mail: LEVIN@GYFB.COM

****

Pursuant to IRS Circular 230, please be advised that, to the extent this communication contains any tax advice, it is not intended to be, was not written to be and cannot be used by any taxpayer for the purpose of avoiding penalties under U.S. federal tax law.

telephone: 202-296-9696
facsimile: 202-296-7777

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012949

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday. January 03, 2008 5:29 PM
To: eric.smart@bolansmart.com
Subject: comparison of FI Ave deal terms
Attachments: COMPARISON OF SHAW HOWARDCOMPARISON OF SHAW HOWARD FL AVE PROPOSALS 1-08.wpd

work in progress, but mostly complete
may need revision as I review M. Turay again

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012950

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, January 03, 2008 3:24 PM
To: Bottigheimer, Nat
Subject: Re: Fwd: Shaw Howard/Radio One

If there is to be a meeting, Tariq thinks that Tom Robinson should attend also. However, I saw Christian Kent walk by earlier today heading your way, so perhaps all is quiet until we have more information on developer plans.

>>> Nat Bottigheimer 1/3/2008 10:18 AM >>>
Christian--

I think Joel Washington should be a part of this meeting, too. I can attend, too, depending on your expectations for the meeting. The more informational, the less I think I'd need to be there, the more decisional, the more I'd want to participate.

Thanks very much,

Nat

>>> Christian T. Kent 1/3/2008 10:10 AM >>>
I would like to discuss this matter further. Glenn, please coordinate with Elise and Rosalyn to put a meeting on my calendar for this purpose.

Thanks,

CHRISTIAN T. KENT
Assistant General Manager

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY Department of Access Services 600 Fifth Street NW Washington, DC 20001
(202) 962-2100
(206) 309-7416 (e-fax)

>>> Glenn D. Millis 12/20/2007 1:44 PM >>>

Hello all. Attached is an email from one of our engineers discussing a shutdown of the elevators at Shaw Howard station due to a development project. Given that shutting down an elevator takes that station out of service to anyone with a disability, my recommendation is that the decision to do so not be made by an engineer. My view is that the decision should be made by WMATA's leadership. My suggestion is that justification to take the station out of service to people with disabilities be made by the engineering group involved - and then reviewed and approved or disapproved at the leadership level. Taking a station out of service should not be treated as a routine event. Glenn

Glenn D. Millis, Director
WMATA Office of ADA Programs
7th Floor, 600 Fifth Street NW
Washington DC 20001
gmillis@wmata.com
phone: 202-962-1100
fax: 202-962-2722
TTY: 202-962-2033

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012951

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, January 03, 2008 10:25 AM
To: Bushnaq, Tariq
Subject: Re: Fwd: Shaw Howard/Radio One

fyi
Also, I believe I told Nat that we would not have a schedule until next month; do you know differently?

>>> Nat Bottigheimer 1/3/2008 10:18 AM >>>
Christian--

I think Joel Washington should be a part of this meeting, too. I can attend, too, depending on your expectations for the meeting. The more informational, the less I think I'd need to be there, the more decisional, the more I'd want to participate.

Thanks very much,

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TTY: 202-962-2033

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012952

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, January 03, 2008 10:22 AM
To: Bottigheimer, Nat
Subject: Re: Fwd: Shaw Howard/Radio One

fyi, I sent this to Glenn yesterday
just wanted you to know I had not neglected your request

>>> Rosalyn Doggett 1/2/2008 12:28 PM >>>
Glenn, please give me a call about this. Rosalyn

>>> Christian T. Kent 12/20/2007 3:48 PM >>>
I fully concur. What next steps (process changes) will be required to make this happen from this point forward?

CHRISTIAN T. KENT
Assistant General Manager

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Washington DC 20001
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phone: 202-962-1100
fax: 202-962-2722
TTY: 202-962-2033

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012953

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, January 02, 2008 12:28 PM
To: Millis, Glenn D.
Subject: Re: Fwd: Shaw Howard/Radio One

Glenn, please give me a call about this. Rosalyn

>>> Christian T. Kent 12/20/2007 3:48 PM >>>
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CHRISTIAN T. KENT
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Washington DC 20001
gmillis@wmata.com
phone: 202-962-1100
fax: 202-962-2722
TTY: 202-962-2033

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012954

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, December 24, 2007 10:29 AM
To: Washington, Joel R.; Bottigheimer, Nat
Cc: Bushnaq, Tariq
Subject: Fwd: Re: Fwd: Shaw Howard/Radio One

Nat, this all started because Shee Fells wanted to know what guidance she should offer the Radio One developers about elevator closures, if any. Her intent was to warn them that this is not a matter to be taken lightly. Rayann Otto and Glenn Millis were copied on the internal communications so that they would be in the loop.

Tariq and I met with the Radio One developer (Steve Cassell) on Thursday at the Wilson Building. Steve's comments there were that he does not expect long-term closures of any kind – only a few days at most. Tariq made the point that a few days here and there was also not good for customer service/ADA needs. Steve won't know what his tentative construction schedule is for another month or two, but I think that he understood the need for minimum disruption. When we receive the tentative schedule/development plan and see the implications, we will of course continue to get guidance from ACCS, as you have noted that we should.

>>> Nat Bottigheimer 12/23/2007 12:46 PM >>>
Joel--

Could you get with Tariq and/or Tom Robinson and/or Mark Pohl or whoever is possible and respond to Christian's question? It seems to me that since we don't have a development plan for the Radio One site it's not an immediate issue...the question is one of anticipating needs and, organizationally, of reaching a decision about whether or not we can develop the property if there is any kind of disruption at all, and/or what kinds of mitigations are acceptable, etc. For example, if we included ADA access improvements in the construction, is that a mitigation for taking the elevator out of service? If we replaced the elevator with a higher-speed one, or a second, redundant one?

We certainly would need to know in advance of reaching a development agreement what our program of required improvements to the station area would be as a part of station area development....ACCS should be part of this determination.

Thanks,

Nat

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012955

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, December 20, 2007 9:32 AM
To: eric.smart@bolansmart.com; Biondi, Marc E.; Magarelli, John A.
Subject: Fwd: MTC/CEI - Shaw-Howard Florida Avenue Joint Development Site
Attachments: MTC_CEI_WMATA_Terms.pdf

fyi

>>> "Moddie Turay" <moddie@moddieturay.com> 12/19/2007 5:10 PM >>>
Joel,

I hope this message finds you well. I have attached an electronic version of my letter mailed to you today regarding our recent interview on Monday, December 17th.

Thank you in advance and I look forward to talking with you soon.

Best wishes,

Moddie Turay

Moddie Turay Company, LLC

Cc:

Rosalyn Doggett, WMATA

Rebecca Owen, CEI

Jessica Hubley, CEI

King Davidson, CEI

Nia Francis, MTC

No virus found in this outgoing message.
Checked by AVG Free Edition.
Version: 7.5.503 / Virus Database: 269.17.4/1189 - Release Date: 12/18/2007 9:40 PM

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012956

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, December 19, 2007 1:32 PM
To: Bushnaq, Tariq; Otto, Rayann
Subject: Radio One

Shee has called a couple of times wanting guidance on what to tell the developer re amount of time the 7th and S entrance (Shaw Howard) elevator could be out of service: duration and number of times. Do you feel you can answer this or should we ask Rayann/Glenn? I'll copy Rayann anyway.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, December 18, 2007 5:34 PM
To: Marshall, Malcolm
Subject: Fwd: LaKritz Adler Clarification Letter
Attachments: LaKritz Adler WMATA JDS clarification letter 12-18-07.pdf

I'd be interested in your reaction to these guys' e-mail. They are coming in for a Florida Avenue presentation at 2 p.m. tomorrow.

>>> "Josh Adler" <josh@lakritzadler.com> 12/18/2007 12:26 PM >>>
Hello Rosalyn,

Attached please find our response to the Dec. 4 clarification request regarding our Shaw-Howard/Florida Avenue JDS submission.

Please copy and distribute as needed at WMATA. We look forward to seeing you at our presentation tomorrow.

Sincerely,

Josh Adler

4326 8th St., N.W.

Washington, D.C. 20011

T 202.882.0808

F 202.882.0809

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012958

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, December 18, 2007 2:05 PM
To: eric.smart@bolansmart.com; Biondi, Marc E.; Magarelli, John A.; Washington, Joel R.; Bushnaq, Tariq
Subject: Fwd: LaKritz Adler Clarification Letter
Attachments: LaKritz Adler WMATA JDS clarification letter 12-18-07.pdf

>>> "Josh Adler" <josh@lakritzadler.com> 12/18/2007 12:26 PM >>>
Hello Rosalyn,

Attached please find our response to the Dec. 4 clarification request regarding our Shaw-Howard/Florida Avenue JDS submission.

Please copy and distribute as needed at WMATA. We look forward to seeing you at our presentation tomorrow.

Sincerely,

Josh Adler

4326 8th St., N.W.

Washington, D.C. 20011

T 202.882.0808

F 202.882.0809

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, December 11, 2007 10:21 AM
To: Fells, Shee'; Bushnaq, Tariq; Meister, Mark K.
Subject: Re: ADJ 250603 Broadcast Center One Project (Status)

Joint Development
Have you been in discussion with the developer lately?

>>> Shee' Fells 12/11/2007 10:11 AM >>>
Is the BCO project at the Shaw Howard Station: Joint Development or Adjacent Construction?

Ms. Shee' Fells
Joint/Adjacent Construction Engineer
Joint Development and
Adjacent Construction
OPRS/ESCV
Washington Metropolitan
Area Transit Authority
3500 Pennsy Drive, Room C-109
Landover, MD 20784
Voice (301) 618-1017
Fax (301) 583-3006

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012960

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, December 07, 2007 9:26 AM
To: eric.smart@bolansmart.com
Cc: Biondi, Marc E.; Magarelli, John A.
Subject: Re: Florida interviews
Attachments: Florida Ave Banneker interview-clarification letter 12-07.rtf; Florida Ave Lakritz interview-clarification letter 12-07.rtf; Florida Ave Moddie Turay interview-clarification letter 12-07.rtf; PRESENTATION INSTRUCTIONS only.doc

On Monday Dec 17, Banneker is at 10:30 a.m.
Moddie Turay is at 1 p.m.
The first two are in the large police room 5D02 (Marc I gave you the wrong address)

Lakritz originally wanted Dec 12 but now says it can't do it; Maria is trying to arrange something on the 19th, which is why I delayed sending out the schedule.

Attached are the letters and presentation instructions

>>> <eric.smart@bolansmart.com> 12/6/2007 5:36 PM >>>
Roz

Any specifics on scheduling as yet?

Thanks, Eric
--
Eric Smart, Bolan Smart Associates, Inc.
1250 24th Street, NW, Suite 300, Washington, DC 20037 202-776-7740 (direct), 202-841-2227 (cell), 202-371-1333 (BSA general) www.bolansmart.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012961

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, December 03, 2007 10:30 AM
To: Washington, Joel R.
Subject: Fwd: Broadcast Center One project & WMATA facility on the site

>>> "Gada, Ketan (EOM)" <Ketan.Gada@dc.gov> 11/30/2007 2:45 PM >>>
Mark,

Per your request I am outlining the proposal that we discussed over the phone to address the issues regarding WMATA's facility located on the District owned land at the northeast intersection of 7th and S Street, NW, Washington, DC (also know as Howard-Shaw Metro Station).

Since, neither WMATA nor DMPED has adequate information that confirms WMATA's claim that they have fee simple ownership of that the portion of Lot 845 in Square 441 where WMATA currently has their escalator and elevator. And as stated earlier, our office is in the middle of disposing lot 854 in square 441 to Broadcast Center One Partner who is proposing to build mixed-use development on that site which will also relocate the Radio One, Inc. and TV One, Inc. offices back in the District.

We are currently in the middle of getting the appropriate Council approval for the disposition of lot 854 and we would like to address the WMATA situation simultaneously. Achieving a resolution on the problem at hand will not only help move the project as scheduled (with ground breaking in April 2008) but will also help clear the air on WMATA's interest on that site.

I would like to reiterate the proposal whereby the District would grant permanent surface easement to WMATA. The surface easement option helps meet number of different goals including the following:

- It does not change the way WMATA have been using the site for their access facility in any form an fashion,

- It helps us avoid going through tedious sub-division process of sub-dividing the site and which may eventually lead to project missing the April groundbreaking and

- It also helps address the payment issues for the Urban Renewal property and especially in the light of WMATA's claim where they state that they have already paid the District for the fee simple ownership of that portion of the site.

District would offer WMATA a permanent surface easement (with stipulated upper and lower limit on the easement for the WMATA access facilities on lot 854) at no cost to WMATA. It will be District's sole responsibility to negotiate, offer and receive payment for any easements the Development Team seeks on the site for the development of the project. WMATA will have no stake in any payments that the District would receive from the developers for those easements.

As you may have seen from the Council Hearing scheduled on November 15, 2007, for this project most of the Councilmembers are in support of the project and everyone wants to see the project have ground breaking as scheduled. In the light of all that, I would appreciate if you could state WMATA's position on the proposal which is outlined above in next few days. I also wanted to schedule a three way discussion between DMPED, WMATA and Broadcast Center One partners to get clarification on the various easements that would be required for the project. Let me know what works for you and your colleagues. I am available to meet any time after 3.00 pm next week on Monday, Tuesday and Wednesday.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Thanks,

Ketan

Ketan Gada

Project Manager

District of Columbia Government

Office of the Deputy Mayor for Planning and Economic Development (DMPED)

The John A. Wilson Building

1350 Pennsylvania Avenue NW, Suite 317

Washington, D.C. 20004

O: (202) 727-6778

M: (202) 538-1259

E: ketan.gada@dc.gov

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012963

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, November 30, 2007 4:02 PM
To: Meister, Mark K.
Subject: Re: Fwd: Broadcast Center One project & WMATA facility on the site

Do we have a deed for the elevator?

It appears he is talking about negotiating easements in areas where we already have easements. Need clarification.

It is not appropriate for the District to take economic benefit for land that we believe that we paid for. However, if we cannot document it, then it appears that we are going to lose the argument.

>>> Mark K. Meister 11/30/2007 3:27 PM >>>
Roz, Kermit:

Please review the District's proposal for Lot 845, Square 441 and let's discuss. Thanks.

Mark

>>> "Gada, Ketan (EOM)" <Ketan.Gada@dc.gov> 11/30/07 2:45 PM >>>
Mark,

Per your request I am outlining the proposal that we discussed over the phone to address the issues regarding WMATA's facility located on the District owned land at the northeast intersection of 7th and S Street, NW, Washington, DC (also know as Howard-Shaw Metro Station).

Since, neither WMATA nor DMPED has adequate information that confirms WMATA's claim that they have fee simple ownership of that the portion of Lot 845 in Square 441 where WMATA currently has their escalator and elevator. And as stated earlier, our office is in the middle of disposing lot 854 in square 441 to Broadcast Center One Partner who is proposing to build mixed-use development on that site which will also relocate the Radio One, Inc. and TV One, Inc. offices back in the District.

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I would like to reiterate the proposal whereby the District would grant permanent surface easement to WMATA. The surface easement option helps meet number of different goals including the following:

- It does not change the way WMATA have been using the site for their access facility in any form an fashion,

- It helps us avoid going through tedious sub-division process of sub-dividing the site and which may eventually lead to project missing the April groundbreaking and

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FOIA CONFIDENTIAL TREATMENT REQUESTED

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As you may have seen from the Council Hearing scheduled on November 15, 2007, for this project most of the Councilmembers are in support of the project and everyone wants to see the project have ground breaking as scheduled. In the light of all that, I would appreciate if you could state WMATA's position on the proposal which is outlined above in next few days. I also wanted to schedule a three way discussion between DMPED, WMATA and Broadcast Center One partners to get clarification on the various easements that would be required for the project. Let me know what works for you and your colleagues. I am available to meet any time after 3.00 pm next week on Monday, Tuesday and Wednesday.

Thanks,

Ketan

Ketan Gada

Project Manager

District of Columbia Government

Office of the Deputy Mayor for Planning and Economic Development (DMPED)

The John A. Wilson Building

1350 Pennsylvania Avenue NW, Suite 317

Washington, D.C. 20004

O: (202) 727-6778

M: (202) 538-1259

E: ketan.gada@dc.gov

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012965

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, November 26, 2007 4:28 PM
To: jeturner12@comcast.net
Subject: WMATA solicitation - 2005
Attachments: 05 AUG Text FINAL.pdf

I found a pdf of the soliciation. It is attached, and includes Northern Bus Garage. I hope that this is helpful.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, November 26, 2007 3:16 PM
To: Biondi, Marc E.
Subject: Re: Source Selection Plan. Shaw-Howard/Florida Avenue JD Site

Thank you. I just (finally) fixed it.

>>> Marc E. Biondi 11/26/2007 3:04 PM >>>
I'm okay with the draft.

The #5 is still missing in the attachment.

Marc

Marc Biondi
Assistant General Counsel
Washington Metropolitan Area Transit Authority 600 Fifth Street, NW Washington, DC 20001

Direct Dial: 202-962-1011
Fax: 202-962-2550
mebiondi@wmata.com

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>>> Rosalyn Doggett 11/20/2007 2:44:05 PM >>>
attached
please send me any revisions you think appropriate

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012967

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, November 20, 2007 2:44 PM
To: Biondi, Marc E.; Washington, Joel R.
Subject: Source Selection Plan. Shaw-Howard/Florida Avenue JD Site
Attachments: Source Selection Plan JDS 2007 U St FL Ave.doc

attached
please send me any revisions you think appropriate

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012968

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, November 16, 2007 10:49 AM
To: Woody, Derrick (EOM)
Cc: Gardner, Geraldine (OP); Bolden, Tarek (OP)
Subject: Re: Shaw Parcels - DMPED Comments

Thanks, Derrick. We met a little earlier with OP comments in hand and agreed that we need to do a little more due diligence. This gives time to pass your comments on to the evaluation team.

I cannot help but remember, though, that we rejected the Trammell Crow proposal earlier this year on your advice in part because it had office! However, I understand that that was then and this is now....

>>> "Woody, Derrick (EOM)" <derrick.woody@dc.gov> 11/16/2007 10:19 AM
>>> >>>
Ros,

Happy Friday! I think you stated something about needing our comments on the BAFO submissions for the three proposals this morning or today. In the interest of time, given a crowded schedule today, I am forwarding some of DMPED's observations and concerns directly to you and including OP staff so that they can incorporate the following into the memo they are preparing on our joint behalf:

A. The LaKritz Adler proposal substantially exceeds the others in content, preparedness, and potential economic and community impact. The projected number of jobs, new daytime and nighttime customers, ridership counts, and construction period and post construction tax benefits are carefully quantified and represent significant public returns. Additionally, the proposals detailed understanding of the subsurface construction needs above a metro tunnel give DMPED a greater confidence that the team may be able to pull the project off without a public subsidy as indicated in their proposal. We will be continuously mindful of this assertion. Their proposal is bolstered by their contract for the adjacent 8th Street NW parcel and its inclusion in their proposal.
LaKritz should, however, be held to a strict "do or die" performance schedule in which specific milestones must be reached (within reason) by specific dates or the terms renegotiated or penalties begin to apply.
The District is interest strongly in seeing development finally happen on these strategically located parcels. As for the discussion about transfer of the arts uses to other locations, DMPED strongly advises that this transfer not happen as the District is interested in filling in "the gap" between the Howard Theatre and the Lincoln Theatre with not just retail but other arts, entertainment and cultural uses that help to enliven the attractiveness of the area as a destination for a diverse cross section of stakeholders. LaKritz, as with any other selected, should also be required to enter into a First Source Agreement with the Department of Employment Services (DOES) to ensure that District residents are offered positions as a priority throughout all phases of the development cycle and a Certified Business Enterprise Agreement
(CBE) with the Department of Small and Local Business Development
(DSLBD) to ensure sufficient participation and monitoring of local enterprise participation.
Architecturally, the District is not interested in a "K Street - MidTown" aesthetic. While CORE is a reputable firm, the portfolio samples have left a great deal to be desired aesthetically. LaKritz should significantly augment its team with local architectural designers with a more eclectic and exciting design portfolio that could be expanded at this high visibility location. The District is happy to recommend several from which LaKritz might select.

B. If LaKritz does not become the front runner in this, the Banneker - Donatelli proposal is the second strongest. There is, however, a stronger preference for office uses instead of housing on these sites given the volume of housing that has been and is yet to be produced in this neighborhood. Their partnership with Donatelli builds some degree of confidence about their understanding of above Metro construction, but it was not fully elaborated upon to substantiate that the project manager-Banneker-does. This is not insurmountable, but it would have helped to under their knowledge level more. It does raise some concerns about potential public subsidies which may be requested to cover the

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012969

layered costs of affordable housing, cultural uses, structured parking and local businesses above a metro tunnel. No request have, however, been made to date.

C. The Moddie Toray proposal, frankly, fails to inspire and lacks relevant information at the level of the above two. I recommend against this particular proposal for these sites.

If you have questions, please contact me for follow up. I am available at 202.286.8814 for the remainder of the morning.

Derrick Lanardo Woody

Coordinator - Great Streets Initiative

Office of the Deputy Mayor for

Planning & Economic Development

1350 Pennsylvania Avenue NW

Suite 317

Washington, DC 20004-3001

202.727.2981 phone

202.286.8814 cell

202.727.6703 fax

EMAIL: derrick.woody@dc.gov <mailto:derrick.woody@dc.gov>

More information: www.greatstreets.dc.gov

or www.dcbiz.dc.gov <http://www.dcbiz.dc.gov>

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012970

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, November 16, 2007 10:42 AM
To: Biondi, Marc E.; Magarelli, John A.
Subject: Fwd: Shaw Parcels - DMPED Comments

Not quite timely.....

>>> "Woody, Derrick (EOM)" <derrick.woody@dc.gov> 11/16/2007 10:19 AM
>>> >>>
Ros,

Happy Friday! I think you stated something about needing our comments on the BAFO submissions for the three proposals this morning or today. In the interest of time, given a crowded schedule today, I am forwarding some of DMPED's observations and concerns directly to you and including OP staff so that they can incorporate the following into the memo they are preparing on our joint behalf:

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(CBE) with the Department of Small and Local Business Development
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B. If LaKritz does not become the front runner in this, the Banneker - Donatelli proposal is the second strongest. There is, however, a stronger preference for office uses instead of housing on these sites given the volume of housing that has been and is yet to be produced in this neighborhood. Their partnership with Donatelli builds some degree of confidence about their understanding of above Metro construction, but it was not fully elaborated upon to substantiate that the project manager-Banneker-does. This is not insurmountable, but it would have helped to under their knowledge level more. It does raise some concerns about potential public subsidies which may be requested to cover the layered costs of affordable housing, cultural uses, structured parking and local businesses above a metro tunnel. No request have, however, been made to date.

C. The Moddie Toray proposal, frankly, fails to inspire and lacks relevant information at the level of the above two. I recommend against this particular proposal for these sites.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012971

If you have questions, please contact me for follow up. I am available at 202.286.8814 for the remainder of the morning.

Derrick Lanardo Woody

Coordinator - Great Streets Initiative

Office of the Deputy Mayor for

Planning & Economic Development

1350 Pennsylvania Avenue NW

Suite 317

Washington, DC 20004-3001

202.727.2981 phone

202.286.8814 cell

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EMAIL: derrick.woody@dc.gov <mailto:derrick.woody@dc.gov>

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012972

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, November 15, 2007 8:46 AM
To: Welch, Kermit A.
Subject: lost deed

The other lost deed you were thinking about yesterday is Shaw Howard- the escalator. It just occurred to me as I was reading an article about the Radio One project in the Wast PostBus. section

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012973

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, November 06, 2007 8:30 AM
To: ketan.gada@dc.gov
Cc: Washington, Joel R.; Meister, Mark K.
Subject: Fwd: RE: Shaw-Howard Metro Station
Attachments: WMATA Easement Letter (9-27-07).doc; BC ONE 3-15-07- WMATA EASEMENT.pdf

Ketan, fyi this is a copy of a the easement request sent to Elisa Hill in March. (Ms. Johnston who was subsequently assigned the project is leaving this week to work for US Navy real estate.)

I hope that this is helpful. We do not have a current appraisal for the site but have appraisals for nearby property on Florida Avenue a bit further from the Metro station.

>>> Kasondra K. Johnston 11/5/2007 4:48 PM >>>
Original was sent to you from Steve Cassell but original letter was not recieved (by me anyway).

>>> "Cassell, Steven" <scassell@fourpointsllc.com> 9/27/2007 10:00 AM
>>> >>>
Ms. Johnston,

Please see attached letter and PDFs of the requested easement rights at the Shaw-Howard Metro Station.

Best regards,

Steven C. Cassell
Four Points, LLC
202-521-2529 (O)
202-250-1709 (C)
scassell@fourpointsllc.com

-----Original Message-----
From: Kasondra K. Johnston [mailto:kjohnston@wmata.com]
Sent: Wednesday, September 26, 2007 3:12 PM
To: Cassell, Steven
Cc: Joel R. Washington; Mark K. Meister; Rosalyn Doggett; Robin McElhenny-Smith
Subject: Shaw-Howard Metro Station

Steve,

Thank you for calling today. An appraisal of your desired interests in WMATA's property at the Shaw-Howard Metro Station appears premature. We would like to review your forthcoming letter that outlines the desired easements prior to any appraisal. Our review will smooth the sales/lease process and hopefully reduce negotiation time.

Additionally the District of Columbia owes WMATA a deed for some of the property (agreed to and paid for by WMATA). Until the deed is recorded we can not transfer title or assign easements.

I look forward to receiving your letter and associated exhibits at your earliest convenience.

Kasondra Johnston
Station Access Planning
Washington Metropolitan Area Transit Authority
202-962-1575 office
kjohnston@wmata.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012974

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, November 05, 2007 5:04 PM
To: Meister, Mark K.
Cc: Lawson, Arthuro V.
Subject: Fwd: RE: Shaw-Howard Metro Station
Attachments: WMATA Easement Letter (9-27-07).doc; BC ONE 3-15-07- WMATA EASEMENT.pdf

The attachments from Kasondra who was assigned the project after Elisa left do indicate that Four Points wants, in addition to some foundation easements-- I did not check on surface- all of the air rights for the entire footprint of both the elevator and escalator parcels from floors 2-7. Or at least that is what they asked for.

>>> Kasondra K. Johnston 11/5/2007 4:48 PM >>>
Original was sent to you from Steve Cassell but original letter was not recieved (by me anyway).

>>> "Cassell, Steven" <scassell@fourpointsllc.com> 9/27/2007 10:00 AM
>>> >>>
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Steven C. Cassell
Four Points, LLC
202-521-2529 (O)
202-250-1709 (C)
scassell@fourpointsllc.com

-----Original Message-----
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Sent: Wednesday, September 26, 2007 3:12 PM
To: Cassell, Steven
Cc: Joel R. Washington; Mark K. Meister; Rosalyn Doggett; Robin McElhenny-Smith
Subject: Shaw-Howard Metro Station

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Kasondra Johnston
Station Access Planning
Washington Metropolitan Area Transit Authority
202-962-1575 office
kjohnston@wmata.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012975

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, October 31, 2007 10:35 AM
To: Meister, Mark K.
Subject: Re: Shaw-Howard University S Street Entrance

Mark, perhaps it would help Art to know that the one DEED is for the elevator.
Also, the last letter from Mr. Washington of DC is pretty difficult to interpret and relate to the easements/deeds in question; I know I would need interpretation; not sure about Art.

>>> Mark K. Meister 10/31/2007 9:30 AM >>>
Art,

Attached are copies of the letter with attachmenst that was sent to D.C. RLA. The bottom line is that WMATA should receive a fee simple deed from the District for the station entrance parcel (Encl 4) as we paid a total of $242,700 in 1991 for all the required real estate interests.

Mark

Mark K. Meister
Manager, Asset Management
Office of Station Area Planning and Asset Management Washington Metropolitan Area Transit Authority 600 Fifth Street, NW Washington, DC 20001

(202) 962-1589
Fax: (202) 962-2396
mmeister@wmata.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012976

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, October 30, 2007 4:44 PM
To: Scott, Charlie
Subject: fta status
Attachments: FTA Quarterly Status of Joint Development Projects Nov 07.doc

the latest in our office intranet

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012977

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, October 24, 2007 3:06 PM
To: Washington, Joel R.
Subject: Re: Fwd: Re: Shaw-Howard Proposals- Summary Information

happy campers/consultants

>>> <pam.dubois@bolansmart.com> 10/24/2007 1:30 PM >>>
BTW, we got another check from WMATA and are almost whole! It even arrived at our new address :)

On Wed, 24 Oct 2007 12:25:48 -0500 (EST), "Rosalyn Doggett" <rdoggett@wmata.com> wrote:
> great, thanks
>
> >>> <pam.dubois@bolansmart.com> 10/24/2007 1:23 PM >>>
> We're working on them right now and plan to follow up with you later
> today.
>
> On Wed, 24 Oct 2007 12:14:17 -0500 (EST), "Rosalyn Doggett"
> <rdoggett@wmata.com> wrote:
> > update, please...
> >
> > >>> <pam.dubois@bolansmart.com> 10/17/2007 7:16 PM >>>
> > Hi Roz,
> >
> > Started to delve into the proposals today. We should be able to get you
> > something next week. I'll update you Friday or Monday on our status.
> >
> > Thanks,
> >
> > Pam
> >
> > P.S. Finally got paid for work in Jan and Feb! Also got a task
> > order that includes Navy, Bethesda and more.
> >
> > On Tue, 16 Oct 2007 8:47:16 -0500 (EST), "Rosalyn Doggett"
> > <rdoggett@wmata.com> wrote:
> > > How long do you think you will need to do a preliminary
> > > evaluation of
> > > financial aspects- and issue?
> > >
> > > >>> Nat Bottigheimer 10/15/2007 9:52 PM >>>
> > > I see that two of these "require assemblage" to work. Does the
> > Donatelli /
> > > Banneker proposal require assemblage, or does it assume assemblage
> > because
> > > adjacent property is already controlled by the proposers?
> > >
> > > Are we able to evaluate values on the basis of the development
> > > that
> > would
> > > take place on our property compared to on adjacent property?
> > >
> > > Can you, Roz and Joel, put together an evaluation table that snaps the
> > key
> > > selection issues into focus?
> > >
> > > Proposed price
> > > Consistency of proposed uses with zoning Risk of not achieving the
> > > proposed densities Strength of quals/ team Lease / sale Percent of
> > > development value capturable by WMATA (for proposals that
> > cross
> > > property boundaries)
> > > Support of proposed uses for transit needs
> > >
> > > etc.
> > >

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012978

> > > How soon can we get a recommendation?
> > >
> > > Thanks,
> > >
> > > Nat
> > >
> > >
> > > >>> Rosalyn Doggett 10/15/07 2:13 PM >>>
> > > Attached are brief summaries of the three proposals and of the
> proposer
> > > teams. Both items are considered confidential.
> > >
> > > We have given the summary of the developer teams to Board members
> > > (information in the board packet) so that members may determine if
> they
> > have
> > > any conflicts of interest. Executive session.
> > >
> > > We have provided summaries as an information item in the Board
> > packet.
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> > want
> > > to include the total proposal, not parcel by parcel which is more
> > > of
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> > > to staff.)
> > >
> > > Please let me know if you require any additional information at
> > > this
> > time.
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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012979

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, October 24, 2007 1:25 PM
To: pam.dubois@bolansmart.com
Subject: Re: Fwd: Re: Shaw-Howard Proposals- Summary Information

great, thanks

>>> <pam.dubois@bolansmart.com> 10/24/2007 1:23 PM >>>
We're working on them right now and plan to follow up with you later today.

On Wed, 24 Oct 2007 12:14:17 -0500 (EST), "Rosalyn Doggett"
<rdoggett@wmata.com> wrote:
> update, please...
>
> >>> <pam.dubois@bolansmart.com> 10/17/2007 7:16 PM >>>
> Hi Roz,
>
> Started to delve into the proposals today. We should be able to get
> you something next week. I'll update you Friday or Monday on our status.
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> Thanks,
>
> Pam
>
> P.S. Finally got paid for work in Jan and Feb! Also got a task order
> that includes Navy, Bethesda and more.
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> On Tue, 16 Oct 2007 8:47:16 -0500 (EST), "Rosalyn Doggett"
> <rdoggett@wmata.com> wrote:
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> > of financial aspects- and issue?
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> > >>> Nat Bottigheimer 10/15/2007 9:52 PM >>>
> > I see that two of these "require assemblage" to work. Does the
> Donatelli /
> > Banneker proposal require assemblage, or does it assume assemblage
> because
> > adjacent property is already controlled by the proposers?
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> > Are we able to evaluate values on the basis of the development that
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> > take place on our property compared to on adjacent property?
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> > Proposed price
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> > etc.
> >
> > How soon can we get a recommendation?
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> > Thanks,
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> > Nat
> >
> >
> > >>> Rosalyn Doggett 10/15/07 2:13 PM >>>
> > Attached are brief summaries of the three proposals and of the
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> > teams. Both items are considered confidential.
> >
> > We have given the summary of the developer teams to Board members

FOIA CONFIDENTIAL TREATMENT REQUESTED

> > (information in the board packet) so that members may determine if
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> > Executive session. (For the Board in this case, we would probably
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> > to staff.)
> >
> > Please let me know if you require any additional information at this
> time.
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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012981

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, October 24, 2007 1:14 PM
To: pam.dubois@bolansmart.com
Subject: Re: Fwd: Re: Shaw-Howard Proposals- Summary Information

update, please...

>>> <pam.dubois@bolansmart.com> 10/17/2007 7:16 PM >>>
Hi Roz,

Started to delve into the proposals today. We should be able to get you something next week. I'll update you Friday or Monday on our status.

Thanks,

Pam

P.S. Finally got paid for work in Jan and Feb! Also got a task order that includes Navy, Bethesda and more.

On Tue, 16 Oct 2007 8:47:16 -0500 (EST), "Rosalyn Doggett" <rdoggett@wmata.com> wrote:
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> financial aspects- and issue?
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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012982

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>
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time.
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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012983

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, October 18, 2007 3:27 PM
To: Washington, Joel R.
Subject: Fwd: Re: FTA Quarterly Review Meeting

I updated Georgia-Petworth, Minnesota Ave, Prince George's Plaza,Twinbrook, Navy Yard East, Dunn Loring, Shaw-Howard (Florida Ave), Navy Yard Chiller and Western Bus.

BTW, I have not sent forward the Navy Yard East contract MEAD because I realized yesterday evening that there was one small section that Donohoe and we forgot to add to the contract though we both agreed last week that it should be added. I have sent some language over to Donohoe but don't want to move the contract MEAD forward until we both are happy with the language.

>>> Joel R. Washington 10/18/2007 2:50 PM >>>
Thanks Roz! I now have access to your t-drive.

>>> Rosalyn Doggett 10/18/2007 2:32 PM >>>
I will do my updates in the version that Sid sent. Further, I will save the file in the existing "FTA" folder on our t-drive. I am not sure if you have access, Joel. But, at least Gary can do his updates and then send you the file by e-mail>>>

Joel R. Washington 10/18/2007 12:49 PM >>>
FYI-- another version suggested by Sid.

>>> Sid Mohsberg 10/10/2007 4:53 PM >>>

Joel,

Attached for SAAM's consideration is another way of displaying the joint development projects for the 11/14/07 FTA Quarterly Review Meeting.

The projects are still sorted into three categories:

Projects under construction
Projects in pre-development
Projects for which proposals have been received

Previously, within each category, the projects were simply listed alphabetically and therefore were all over the landscape.
Now, the projects are sorted first by jurisdiction (DC, MD, or VA) and then alphabetically.

Previously, informal names for the stations were used; e.g., College Park.
Now, the correct names are used: College Park - University of Maryland.

The bullets should now be grammatically parallel, and per SECT none should end in a bullet.

If SAAM likes the format, the next step would be for the facts to be updated and proofread.

Something to consider.

Sid

>>> Janice A. McLaughlin 10/10/2007 1:00:55 PM >>>

The next FTA Quarterly Review Meeting is scheduled Wednesday, November 14, 2007, at 10:00 a.m. in the first floor Training Room. We will not hold a formal pre-brief meeting with the General Manager. The package will be reviewed by Mr. Woodruff, CFO, and Rick Harcum, Managing Director of the Office of Management and Budget Services. Attached is the draft agenda and the information which you submitted for the August 29th meeting. Please update your information using the attached form(s) and return to me no later than Friday, October 26. If presenters names should change, please let me know so that the change can be reflected on the agenda. Feel free to contact me if you have any questions. Thanks,Janice

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012984

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, October 18, 2007 10:48 AM
To: pam.dubois@bolansmart.com
Subject: Re: Fwd: Re: Shaw-Howard Proposals- Summary Information

thank you
keep at it!

>>> <pam.dubois@bolansmart.com> 10/17/2007 7:16 PM >>>
Hi Roz,

Started to delve into the proposals today. We should be able to get you something next week. I'll update you Friday or Monday on our status.

Thanks,

Pam

P.S. Finally got paid for work in Jan and Feb! Also got a task order that includes Navy, Bethesda and more.

On Tue, 16 Oct 2007 8:47:16 -0500 (EST), "Rosalyn Doggett" <rdoggett@wmata.com> wrote:
> How long do you think you will need to do a preliminary evaluation of
> financial aspects- and issue?
>
> >>> Nat Bottigheimer 10/15/2007 9:52 PM >>>
> I see that two of these "require assemblage" to work. Does the Donatelli /
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> How soon can we get a recommendation?
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> Attached are brief summaries of the three proposals and of the
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> We have given the summary of the developer teams to Board members
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> We have provided summaries as an information item in the Board packet.
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FOIA CONFIDENTIAL TREATMENT REQUESTED

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> to staff.)
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> Please let me know if you require any additional information at this
time.
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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012986

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, October 16, 2007 9:46 AM
To: pam.dubois@bolansmart.com
Subject: Fwd: Re: Shaw-Howard Proposals- Summary Information

How long do you think you will need to do a preliminary evaluation of financial aspects- and issue?

>>> Nat Bottigheimer 10/15/2007 9:52 PM >>>
I see that two of these "require assemblage" to work. Does the Donatelli / Banneker proposal require assemblage, or does it assume assemblage because adjacent property is already controlled by the proposers?

Are we able to evaluate values on the basis of the development that would take place on our property compared to on adjacent property?

Can you, Roz and Joel, put together an evaluation table that snaps the key selection issues into focus?

Proposed price
Consistency of proposed uses with zoning Risk of not achieving the proposed densities Strength of quals/ team Lease / sale Percent of development value capturable by WMATA (for proposals that cross property boundaries) Support of proposed uses for transit needs

etc.

How soon can we get a recommendation?

Thanks,

Nat

>>> Rosalyn Doggett 10/15/07 2:13 PM >>>
Attached are brief summaries of the three proposals and of the proposer teams. Both items are considered confidential.

We have given the summary of the developer teams to Board members (information in the board packet) so that members may determine if they have any conflicts of interest. Executive session.

We have provided summaries as an information item in the Board packet. Executive session. (For the Board in this case, we would probably only want to include the total proposal, not parcel by parcel which is more of interest to staff.)

Please let me know if you require any additional information at this time.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From:	Doggett, Rosalyn
Sent:	Monday, October 15, 2007 2:13 PM
To:	Washington, Joel R.; Bottigheimer, Nat
Cc:	Johnston, Kasondra; Biondi, Marc E.; Mohsberg, Sid
Subject:	Shaw-Howard Proposals- Summary Information
Attachments:	SHAWHOWARD PROPOSALS SUMMARY 10-05.wpd; Shaw-Howard Florida Avenue Proposal Teams.wpd

Attached are brief summaries of the three proposals and of the proposer teams. Both items are considered confidential.

We have given the summary of the developer teams to Board members (information in the board packet) so that members may determine if they have any conflicts of interest. Executive session.

We have provided summaries as an information item in the Board packet. Executive session. (For the Board in this case, we would probably only want to include the total proposal, not parcel by parcel which is more of interest to staff.)

Please let me know if you require any additional information at this time.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012988

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, October 11, 2007 9:46 AM
To: Robinson, Thomas; Johnston, Kasondra; Welch, Kermit A.; Bushnaq, Tariq
Cc: Washington, Joel R.; McElhenny-Smith, Robin; Meister, Mark K.
Subject: Fwd: RE: Shaw-Howard Metro Station

The pdf of air rights and easement rights (I assume the easement rights are temporary and for construction only) sound like the requests made over the past two years from time to time. Elisa had always taken the position that Four Points needed to lease (but could not buy) all the air rights over and around the escalator and elevator as we would otherwise be left only with remnants.

>>> Kasondra K. Johnston 10/10/2007 10:11 AM >>>
All,

I have not received the attached letter as of this morning, however Steve Cassell called yesterday evening with an update from Four Points meeting with the Deputy Mayor's Office. The District has tied the sale of District land to Four Points to WMATA's easements/permits. I have spoken with Roz, Mark and Kermit but need to meet with Tom and Tariq regarding prior conversations with Four Points.

Attached are the easements Four Points think they need for your review. We need to determine the impacts to our real estate and the value of Four Points' request. Four Points will furnish an appraisal for our review after we determine the interests WMATA wants/needs them to acquire.

Of, course they want to settle with the District and WMATA by the end of the year and have an agreement in place by November 1, 2007. This probably unrealistic however, I need to tell Four Points why it is unrealistic and have a strategy for moving forward.

Ms. Johnston,

Please see attached letter and PDFs of the requested easement rights at the Shaw-Howard Metro Station.

Best regards,

Steven C. Cassell
Four Points, LLC
202-521-2529 (O)
202-250-1709 (C)
scassell@fourpointsllc.com

-----Original Message-----
From: Kasondra K. Johnston [mailto:kjohnston@wmata.com]
Sent: Wednesday, September 26, 2007 3:12 PM
To: Cassell, Steven
Cc: Joel R. Washington; Mark K. Meister; Rosalyn Doggett; Robin McElhenny-Smith
Subject: Shaw-Howard Metro Station

Steve,

Thank you for calling today. An appraisal of your desired interests in WMATA's property at the Shaw-Howard Metro Station appears premature. We would like to review your forthcoming letter that outlines the desired easements prior to any appraisal. Our review will smooth the sales/lease process and hopefully reduce negotiation time.

Additionally the District of Columbia owes WMATA a deed for some of the property (agreed to and paid for by WMATA). Until the deed is recorded we can not transfer title or assign easements.

I look forward to receiving your letter and associated exhibits at your earliest convenience.

Kasondra Johnston
Station Access Planning
Washington Metropolitan Area Transit Authority
202-962-1575 office
kjohnston@wmata.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012989

Kasondra Johnston
Station Access Planning
Washington Metropolitan Area Transit Authority
202-962-1575 office
kjohnston@wmata.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012990

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, September 25, 2007 9:24 AM
To: jtl6856@yahoo.com
Cc: Woody, Derrick (OP); Peterson, Scott; Bushnaq, Tariq
Subject: Shaw Howard- Metro station plan

I have copied Scott Peterson on this e mail. Please contact him directly or vice versa. Scott has i the past provided advice and assistance to the VA Tech Alexandria program.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012991

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, September 06, 2007 10:35 AM
To: Bottigheimer, Nat
Cc: Washington, Joel R.
Subject: Re: Proposal Submission Requirements - Shaw Howard FL Ave Properties

At your convenience, glad to discuss.

Joel signed letters on August 24 asking for full proposals, due Friday October 5, from six teams:
Metropolis
Banneker
LakritzAdler
Donatelli
Symmetry
Moddie Turay

Marc Biondi, per Carol's instructions, reviewed/edited the submission requirements before they went out.

Joel also signed letters on August 24 informing three teams that we would not be asking further information from them:
Trammel Crow Co.
P.N. Hoffman
SED

One of the P.N. Hoffman partners, Mike Sussman who runs the flea market on one of the FL Ave sites, called to request that we reinstate the proposal for the smallest site so Central Lock and Hardware, a client of his, could buy it. I said I would discuss because I did not want to dismiss out of hand. But I should.

Malcolm has just received a draft appraisal for the site, which I am to review.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012992

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, August 28, 2007 4:28 PM
To: Washington, Joel R.
Cc: Hill, Elisa L.
Subject: Fwd: Joint Development Projects
Attachments: Joint Development Projects.txt

The missing ingredient in our FTA summary is vacant or partly vacant joint development sites. If DDOT wants to discuss those tomorrow, the sites are:

Anacostia
Benning Road
Congress Heights
Fort Totten
Deanwood

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012993

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, August 27, 2007 3:56 PM
To: Adler, Josh; Wallace, Maria A
Subject: RE: Proposal for Shaw-Howard WMATA Property

by courier as I indicated a few minutes ago when you phoned...

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012994

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, August 24, 2007 12:20 PM
To: Wallace, Maria A
Subject: Shaw Howard letters, revised page 2
Attachments: full proposal letters, revised page 2.wpd

att.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012995

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, August 20, 2007 5:00 PM
To: Biondi, Marc E.
Subject: Fwd: Re: Proposal Submission Requirements - Shaw Howard FL Ave Properties

thanks

>>> Marc E. Biondi 08/20/07 4:51 PM >>>
I think it was assigned to another attorney... I'll track that person down and have them respond directly.

Marc

Marc Biondi
Assistant General Counsel
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

Direct Dial: 202-962-1011
Fax: 202-962-2550
mebiondi@wmata.com

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>>> Rosalyn Doggett 8/20/2007 2:12:27 PM >>>
Did Carol ever respond on this? I am now back from MY vacation and would like to send out the requirements.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, August 20, 2007 2:12 PM
To: Biondi, Marc E.
Subject: Fwd: Re: Proposal Submission Requirements - Shaw Howard FL Ave Properties
Attachments: Re: Proposal Submission Requirements - Shaw Howard FL Ave Properties.txt

Did Carol ever respond on this? I am now back from MY vacation and would like to send out the requirements.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012997

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, August 10, 2007 3:52 PM
To: Hill, Elisa L.; Ackerman, Heidi; Wallace, Maria A
Cc: Johnston, Kasondra
Subject: Fwd: Proposal Submission Requirements - Shaw Howard FL Ave Properties
Attachments: Proposal Submission Requirements - Shaw Howard FL Ave Properties.txt

I doubt that much progress will be made on this in my absence. Marc did not want to review/approve the submission requirements on his own, without Carol delegating the review and recommendation on approval to him, so we have to wait for her.

However, each of the attachments is in t:doggett/shaw-howard (though Maria may have the letters, also in her own file). And they are in a yellow folder on my desk along with the "rejection" letters. If the letters can go out next week, the 'send date' will need revision.

Thanks in advance. And have a semi-cool week.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 012998

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, August 10, 2007 3:47 PM
To: O'Keeffe, Carol B.
Cc: Biondi, Marc E.; Washington, Joel R.; Bottigheimer, Nat
Subject: Proposal Submission Requirements - Shaw Howard FL Ave Properties
Attachments: Comparison of 2006 & 2007 Submission rqts; Submission Requirements.wpd; Attachments.ABC 2007..wpd; FLAve Proposal Request letter.Bannekerwpd.wpd

Carol, I hope that you had an enjoyable vacation. In your absence, and because I will not be here next week, I delivered to Marc Biondi a hard copy of full proposal instructions for 6 of 9 teams from whom we received initial proposals for our three sites on Florida Avenue. (We are not asking for full proposals for the other teams, which had inappropriate uses or very low financial offers to WMATA or both.)

In the spirit of the JD Task Force, I tried to slim down the requirements a bit by eliminating references to WMATA replacement facilities and a compact hearing, neither of which are needed. We also had complex instructions for calculating future WMATA ridership in the 2006 solicitation; subject to Nat's concurrence, Joel and I thought that staff can do this so we are not asking the developer to do it.

If you can review these early in the week, then Joel can probably have Maria Wallace send out the submission requirements (JDS) with with attachments and a cover letter, perhaps with Heidi/Elisa oversight.

I have attached a sample cover letter to a proposer, the Shaw Howard submission requirements, a compare version to 2006, and the attachments.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, August 09, 2007 1:55 PM
To: Wallace, Maria A
Subject: 9 Shaw-Howard letters
Attachments: FLAve EOI Return letters.PNHoffman.wpd; FLAve EOI Return letters.SED.wpd; FLAve EOI Return letters.TrammellCrow.wpd; FLAve .Proposal Request letter.ModdieTuray.wpd; FLAve Proposal Request letter.Bannekerwpd.wpd; FLAve Proposal Request letter.Donatelli.wpd; FLAve Proposal Request letter.LaKritz.wpd; FLAve Proposal Request letter.Totah.wpd; FLAveProposal Request letter.Metropolis.wpd

att.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013000

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, August 07, 2007 3:54 PM
To: Johnson, Ebony
Subject: Fwd: Re: FTA quarterly info

changing the response to eliminate EOI and substitute proposal
I can come up and review or send you a total rewrite if it helps
>>> Ebony Johnson 08/07/07 3:49 PM >>>
Rosalyn, is this an additional bullet or you're changing the response completely?

Ebony M. Johnson
Department of Planning, Land and Joint Development
Office of Business Planning and Project Development
(202) 962-1257
(202) 962-1409- Fax
email: ebjohnson@wmata.com

"Life is short, but there is always enough time for courtesy and kindness."

>>> Rosalyn Doggett 8/7/2007 3:35 PM >>>
Ebony, when it prints out, you will note a few spacing corrections that are needed.

Also please revise the Shaw-Howard Florida Avenue description to say

WMATA requested abbreviated proposals in response to an unsolicited proposal for ..... etc. On May 31, 2007 eight proposals received. WMATA now reviewing and evaluating the proposals and will request more detailed information or full proposals from.....etc.thanks

>>> Joel R. Washington 08/07/07 3:00 PM >>>

Ebony: Thanks!!

Roz, Doug, Elisa: Please review one more time!

Thanks everyone for the quick turnaround,

Joel

>>> Ebony Johnson 08/07/07 2:54 PM >>>
Please review.

Thanks

>>> Joel R. Washington 8/7/2007 12:46 PM >>>
Doug: Please review and edit.

Ebony: Please use this format and "drop Roz and Elisa's input under the appropriate major headings.

Sid: How is this for clarity and appropriate direction? Just kidding!

Thanks,

Joel

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013001

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, August 07, 2007 3:35 PM
To: Hale, Douglas R.; Hill, Elisa L.; Johnson, Ebony; Washington, Joel R.
Cc: Bottigheimer, Nat; Mohsberg, Sid
Subject: Fwd: Re: FTA quarterly info

Ebony, when it prints out, you will note a few spacing corrections that are needed.

Also please revise the Shaw-Howard Florida Avenue description to say

- WMATA requested abbreviated proposals in response to an unsolicited proposal for ..... etc.
- On May 31, 2007 eight proposals received.
- WMATA now reviewing and evaluating the proposals and will request more detailed information or full proposals from.....etc.

thanks

>>> Joel R. Washington 08/07/07 3:00 PM >>>
Ebony: Thanks!!

Roz, Doug, Elisa: Please review one more time!

Thanks everyone for the quick turnaround,

Joel

>>> Ebony Johnson 08/07/07 2:54 PM >>>
Please review.

Thanks

>>> Joel R. Washington 8/7/2007 12:46 PM >>>
Doug: Please review and edit.

Ebony: Please use this format and "drop Roz and Elisa's input under the appropriate major headings.

Sid: How is this for clarity and appropriate direction? Just kidding!

Thanks,

Joel

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013002

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, July 16, 2007 9:30 AM
To: Rademacher, Jennifer
Subject: Fwd: Re: average daily ridership by Metro station May 2007
Attachments: Re: average daily ridership by Metro station May 2007.txt

Carrie asked for this information in a phone message on Friday.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013003

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Tuesday, July 03, 2007 10:53 AM
To: Welch, Kermit A.
Subject: radio one letter
Attachments: ShawHowardUletterto deputy mayor 7-2-07.doc

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013004

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, June 07, 2007 9:34 AM
To: Bottigheimer, Nat
Cc: Hill, Elisa L.; Malasky, Gary; Mohsberg, Sid
Subject: Fwd: 3 Month Look Ahead PD and RE Committee
Attachments: Fwd: 3 Month Look Ahead PD and RE Committee.txt

I will have the following for Board :

1. request to take $250,000 Twinbrook payment from TIIF and use for TSSM relocation
2. approval of Dunn Loring compact hearing report

hopefully for July

3. chiller plant developer selection

hopefully by August

4. Shaw Howard â€" this is probably information only since we would not need Board approval to ask selected developers for a full proposal

we can inform Board in July of developers who responded and those from whom we are requesting a full proposal

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, April 23, 2007 4:18 PM
To: mwelsch@uli.org
Subject: Shaw - U St .pdf
Attachments: Shaw - U St Unsolicited proposal .pdf.txt

Megan, in the past you and Laura Cole were kind enough to send our solicitations to the District Council e-mail list. If you could do it again for these "hot" properties, we would very much appreciate it. Please let me know.

And congratulations on a conference successfully carried off last week.

Thanks, Rosalyn

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013006

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, April 12, 2007 1:31 PM
To: Hill, Elisa L.
Subject: Fwd: RE: Fl. Ave
Attachments: RE: Fl. Ave.txt

fyi

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013007

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, April 12, 2007 12:03 PM
To: Ackerman, Heidi; Mitchell, Kathleen; Scales, Phillip
Subject: Fwd: RE: Fl. Ave DUKE plan
Attachments: RE: Fl. Ave.txt

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, March 22, 2007 1:13 PM
To: Niles, Deanne
Subject: Fwd: mead approvimg fy07 jd work program
Attachments: mead approvimg fy07 jd work program.txt

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013009

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, March 22, 2007 12:21 PM
To: Malasky, Gary
Subject: mead approvimg fy07 jd work program
Attachments: IMAGE.gif

MEAD ID:	99585	ACTION:	N/A
AWARD VALUE:	(Not yet awarded)	CONTRACT: (Proposed)	
FUND SOURCES: (View)		CONTRACTOR:	
LAST MODIFIED:	07/13/2006		

DESCRIPTION	
SUBJECT:	Approval of the FY 2007 Joint Development Work Program
PURPOSE:	To obtain Real Estate Committee and Board approval of the FY 2007 Joint Development Work Program.

ORIGINATION					
INITIATOR				DEPARTMENTAL APPROVAL	
ELISA HILL on 06/14/2006				Approved by THOMAS , EDWARD 07/13/2006	
PHONE:	202-962-1593	OFFICE:	LAND	DEPT:	Secretary and Chief of St

COORDINATION (ROUTING)			
OFFICE	NAME	ACTION/DATE	COMMENTS
PRMT (7450)	HARRIS, GWENDOLYN	*(Reviewer)*	
LAND (7340)	MEISTER, MARK	Approved 07/12/2006	
PRMT (7410)	JACKSON, LUCY	Approved 06/21/2006	
(1120)	MONEME, EMEKA	Approved 07/12/2006	
LAND (7310)	MALASKY, GARY	Re-assigned 07/12/2006	[Reassigned to: MARK MEISTER, by:ELISA HILL] Mr. Malasky is on sick leave.
(8110)	THOMAS, EDWARD	Approved w/ Comments 07/13/2006	Incorporate a planning context; make reference to the JD Task Force and indicate cooperative efforts with communities will be performed during the selection process.
COUN (1410)	O'KEEFFE, CAROL	Approved 07/13/2006	

FINAL APPROVALS	
OFFICE	NAME/ACTION
JOINT_DEV	Approved for by EMEKA MONEME on 07/12/2006
BEMR	Approved for GOVR by DEBRA JOHNSON on 07/13/2006
GM	Approved for GMGR by GMGR CEO on 07/13/2006
BOARD	Approved w/ Comments for GMGR by BOARD WMATA on 07/21/2006

SUPPORTING DOCUMENTATION	
DESCRIPTION	FILE

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013010

NARRATIVE

Improvements to the Joint Development Process and Revenue-Generating Elements

In FY 2006, the Board recognized that Joint Development needed a better planning framework and provided resources and direction toward that end. Joint Development has collaborated with BPPD to establish complementary work programs that integrate the local jurisdictions master plan and zoning requirements with WMATA facilities replacement and station access guidelines to provide potential partners a more accurate and complete description of the development potential of the sites offered in solicitations.

The General Manager has established a Joint Development Task Force which will begin soon to review the Joint Development Work Program, guidelines and business operations and make recommendations for improving the program. That work should be completed by December 2006-January 2007.

The properties selected for this yearâ€™s solicitation package were done so based on near term marketability, private sector interest and the support of the local jurisdictions for their development. A consultant was used to analyze the market, zoning, site constraints and other factors that predict a siteâ€™s market and development potential. Based on selection standards developed by staff in Joint Development with their consultant, all available sites were ranked and categorized by level of private sector interest, amount of required public intervention and stakeholder support and/or other constraints. The lists of potential sites were sent to the local jurisdictions for comments. Comments from local government representatives (elected representatives and staff) were also sought. This process resulted in the list of sites presented in the FY 2007 Work Program.

Changes to the property selection and developer solicitation processes are already underway for next yearâ€™s offering. These changes make the process more transparent; solicit more input from the local community prior to finalizing the solicitation package in order that the communityâ€™s vision for the properties can be clearly conveyed to potential developers; in conjunction with BPPD, Joint Development takes a more active role in local planning exercises for areas involving station properties and in local zoning and development legislation that may affect WMATA properties values and/or use.

The FY 2007 Work Program reflects the requirements of the Revised Joint Development Policies and Guidelines, approved and adopted by the Board on February 21, 2002. The annual work program describes the joint development activities which will be undertaken in the upcoming fiscal year.

The sites to be offered for development in FY 2007 are classified as Level 1 (significant private sector interest; no public intervention required) or Level 2 (private sector interest but stakeholder or other constraints; or stakeholder support but weak private sector interest).

Sites Recommended for Solicitation by Jurisdictions

The following sites which have been approved by the local jurisdictions will be offered for development in FY 2007:

DISTRICT OF COLUMBIA (3 sites)

Navy Yard Chiller Plant
Navy Yard East Entrance
Shaw-Howard University (3 parcels)

MARYLAND â€“ PRINCE GEORGEâ€™S COUNTY (1 site)

Capitol Heights

VIRGINIA â€“ FAIRFAX COUNTY (1 site)

Backlick Road

VIRGINIA â€“ CITY OF ALEXANDRIA (1 site)

Royal Street Bus Garage

A solicitation for the Shaw-Howard University parcels may be released mid-year after the litigation affecting these parcels is resolved. The timing of the Royal Street Bus Garage solicitation will be determined in collaboration with the Mayor of the City of Alexandria. Additional prospective sites in Arlington County, Virginia, the City of Alexandria, Virginia, the City of Rockville, Maryland, Montgomery County, Maryland and Prince Georgeâ€™s County, Maryland are undergoing additional study and planning efforts by the respective jurisdictions and will not be offered in FY 2007.

FINANCIAL IMPACT

Discounted cash value to WMATA for projects that were closed and for which term sheets and agreements were executed in FY 2006 is approximately $80 million over the term of the agreements. The total value of the development projects is estimated to exceed $775 million. Project revenues for FY 2006 are expected to exceed the budget projection of $9.6 million. Consistent with the FY 2007 Budget, the Joint Development Program is projected to generate $20.7 million in sales, guaranteed ground rent and connection fees in FY 2007.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013011

RECOMMENDATION

Staff recommends that the Real Estate Committee and the Board approve the FY 2007 Joint Development Work Program. Upon approval, a solicitation document will be widely disseminated in an effort to generate transit oriented development proposals for the offered sites.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013012

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, December 08, 2006 10:59 AM
To: Hill, Elisa L.
Cc: Mitchell, Kathleen
Subject: Fwd:
Attachments: Mail.txt

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013013

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, December 01, 2006 11:01 AM
To: Hill, Elisa L.
Subject: Fwd: RE: WMATA vs. Quik Serve Foods, Inc.
Attachments: Fwd: RE: WMATA vs. Quik Serve Foods, Inc..txt

More grist for your mill. I gave her a copy of the JDS for last year.

Ed M. who was copied on this thinks that the very thing that Jim Graham wants to hear is "more planning."

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013014

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, November 13, 2006 9:05 AM
To: Mucchetti, Suzanne
Subject: Re: Smith Club Events

JUST GETTING YOU OUT OF JUNK MAIL

>>> Suzanne De Armond Mucchetti <sdmucchetti@yahoo.com> 11/10/06 1:00 PM >>>
Greetings from the Smith College Club of Washington! We hope you can join us for one or more of the following events.

ANNUAL HOLIDAY TEA

Please join the Smith College Club of Washington for our Annual Holiday Tea. This year we will be returning to the Henley Park Hotel.
When: Sunday, December 3 from 2 P.M.to 5 P.M.
Where: Henley Park Hotel, 926 Massachusetts Avenue, NW, Washington, DC
Cost: $35
RSVP: RSVP by sending a check made out to the Smith College Club of Washington to Leigh Ann Lindquist at 2227 20th Street NW #206, Washington, DC 20009 by November 30, 2006. For further information, contact Leigh Ann at 202.462.9422 or email lindla70@yahoo.com

TOUR OF THE NATIONAL PORTRAIT GALLERY

Please join us on January 26, 2007 for a special tour of the National Portrait Gallery. Our own Geraldine Provost '02 will lead the tour. We'll also speak with some of the curators about their specific sections of the Gallery.
Space is limited. Because of space limitations, reservations will be taken for Smithies first. If there is space available closer to the event, guests will be able to join the tour.
When: Friday, January 26, 2007
Where: National Portrait Gallery
8th and F Streets NW
Closest metro, Gallery Place
Enter building at F Street entrance and meet next to the visitor's desk
Time: 5:15 P.M. to 7 P.M.
RSVP by January 19, 2007 to Leigh Ann Lindquist at lindla70@yahoo.com

SCCW AT BREAD FOR THE CITY

The SCCW has agreed to volunteer at Bread for the City! Bread for the City is a private, non-profit organization that provides food, clothing, legal, medical and social services to low income residents of Washington, DC. You can read more about them at http://www.breadforthecity.org.
We'll be helping in the food pantry on February 24, 2007. Volunteers will bag groceries for distribution to clients on the following Monday. Depending on how large our group is, some of our volunteers may be in the clothing room to sort and organize clothes. We'll also be given a tour of the facility.
This will be a great opportunity to help those who are less fortunate. Families may volunteer together. Please also look through your closets before the event and bring your gently worn clothes for donation. Bread for the City is particularly interested in men's, children's and plus size women's clothing. If you are interested in making a donation to the food pantry, Bread for the City appreciates cash donations because they purchase food in bulk. Donations are tax deductible.
When: Saturday, February 24, 2007
Where: Bread for the City
1525 7th Street NW
Closet metro, Shaw/Howard University on the Green Line. There is street parking available and a parking lot next door.
Enter through the side entrance which faces the parking lot next to the building. The side entrance is under a balcony.
Time: 9:00 A.M. to 12:00 P.M.
RSVP by February 16, 2007 to Leigh Ann Lindquist at lindla70@yahoo.com. Space is limited.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013015

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, October 20, 2006 12:16 PM
To: Hughey, Tomika
Subject: comp plan chart change
Attachments: Comprehensive Plan Amendment Chart 10 19 06.xls

Here is a chart with the change I just mentioned.

Jo Ann is getting the e-mail number for me right now.

I spoke to Deborah Crain today to alert her to making sure that Gorove Slade addresses the need for shuttle buses (van, really) at the station. The two people (Tom Rooney and Mary Pat Rowan) who mentioned the shuttle buses from the big new developments (that they are testifying against now at the Council) will try to say that the station must be left open in order to accommodate future needs. This is TAKOMA strategy #55.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013016

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, October 19, 2006 10:25 AM
To: Hughey, Tomika
Subject: rev. chart
Attachments: Comprehensive Plan Amendment Chart 10 17 06.xls

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013017

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, October 06, 2006 11:30 AM
To: Mitchell, Kathleen
Subject: Fwd: Comprehensive Plan Chart
Attachments: Comprehensive Plan Chart .txt

Tomika's revised version.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013018

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, September 15, 2006 3:42 PM
To: Mitchell, Kathleen
Subject: Comp Plan memo and letter
Attachments: DC Comp Plan LAND to GM 8-06 MEMO.wpd; DC Comp Plan WMATA Comments Letter 6-20-06.doc

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013019

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, September 08, 2006 11:26 AM
To: Hill, Elisa L.
Subject: Fwd: FW: GREAT STREETS - Proposed Neighborhood Tax Increment Financing Districts
Attachments: FW: GREAT STREETS - Proposed Neighborhood Tax Increment Financing Districts.txt

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013020

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, September 07, 2006 8:46 AM
To: Hale, Douglas R.; Hill, Elisa L.; Malasky, Gary; Mitchell, Kathleen
Subject: Re: Shaw-Howard U -- 7th and S Sts. Parcels

I have no updated information on 7th and S. As Elisa said, they have been around several times (Chip Ellis) but never made a formal offer.

>>> Kathleen Mitchell 09/06/06 6:55 PM >>>
Thanks for the quik response. K

>>> Elisa L. Hill 09/06/06 5:41 PM >>>
I got a message from Doug indicating that a fax had been received from Phil Feola inquiring as to the status of the request by the developer of Radio One headquarters to acquire one or both of these properties. As far as I recall, the ball is in the developer's court. We have never received a formal written proposal from them in our required format to my knowledge. We told them what the process was for an unsolicited proposal from an adjacent property owner at our last meeting. We need a proposal that includes a financial offer for the parcels. One issue of concern to me is the fact that according to the last plan that the developer showed us, the developer would acquire only one of the parcels (elevator shaft) and not the other (escalator entrance) . That's unacceptable. They need the escalator entrance parcel to extend the plaza for the building where they plan to stage community activities, concerts, shows on jumbotron screens, etc. and they need to pay us for it. Roz, if you have any updated info on this project, please let Kathy, Doug, Gary know.

Re: projects that have 60 year ground leases, I believe the leased portion of the Morgan Boulevard project will be on a 60-year ground lease. All of LCOR's leases at White Flint are on 55 year ground leases with an option to extend for an additional 40 years. Ask Dan for the lease term for the Wheaton Triangle project.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013021

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, August 03, 2006 10:26 AM
To: Levine, Larry M.
Cc: DRAKE, Gary L.; Mitchell, Kathleen; Scales, Phillip
Subject: Re: Photos of some of the gathering places that we have created

August 24 is fine with me. I think it might take more than one hour, but hopefully not. We can have different shots, hats, etc., to mix up same people and won't use all the pictures in the same booklet anyway. However, once we decide on a date, I can invite a few others. There is construction at Columbia Heights but not at the Tivoli and Parc Triangle projects which have been completed.

>>> Larry M. Levine 08/03/06 9:51 AM >>>

My Thursday nights in August have just filled up quickly... Right now, my choices are Aug 24 (I will of be off Aug 21-23) or Aug 31. I also have a few possible Tuesdays.

I have a few questions:

If you want to do photograph these 3 places- BusBoys and Poets U Strest area), Columbia Heights and 7th street outside Gallery Place, my guess is that we could do all three in about an hour. If there are distant crowd shots (not focusing on individuals), there may be no problem. However, if you want close-ups of people, and you are only bringing three people, won't it look a bit odd to have the same three people in all of the photos?

Also, isn't there still a lot of construction at Columbia Heights?

It's always better to have as many questions as possible answered before going on a photo shoot.

Larry

>>> Rosalyn Doggett 08/02/06 4:31 PM >>>
How about next Thursday, August 10? Kathy, Phillip and I will go out with you so that if you need faces, we will provide the close up ones.

>>> Larry M. Levine 08/02/06 10:34 AM >>>
A Thursday night- depending on which Thursday would probably work. The Saturday morning- probably not- but I can put you in touch with a photographer who has worked for us in the past, and you can discuss costs with her.

Larry

>>> Rosalyn Doggett 08/02/06 10:27 AM >>>
Yes, the deadline for this current JDS has passed. However, we are expecting to have a mid-year solicitation for Royal Street and Shaw Howard, and I thought it would be good to get pictures of summer crowds during August. Sorry for the confusion.

So, if you would rather do a Thursday evening, and Gary L. will give you comp time, that's fine. Am I correct in assuming that if we wanted pictures of the Farmer's Market at Court House on a Saturday morning, that would also be a time when you do not work?

>>> Larry M. Levine 08/02/06 10:07 AM >>>
Other nights are possible, depending upon my schedule I would have to know in advance, and get the OK to work comp time to cover this.

I'm a bit confused- I thought that your deadline for photos was last week- that's why I went out when it was well into the 90's to get the photos you neeed for the project.

What is the deadline?

Larry

>>> Rosalyn Doggett 08/02/06 9:03 AM >>>
Larry, is it Friday night or any night?

>>> Larry M. Levine 08/01/06 4:59 PM >>>
I don't work Friday nights

>>> Rosalyn Doggett 08/01/06 4:58 PM >>>
Some time in August-- if you are not going on vacation-- I would like to round up a small group of people and go on a Friday evening to those places where we missed getting crowds:

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013022

1. BusBoys and Poets
2. Columbia Heights
3. 7th street outside Gallery Place

All these places are beehives of activity around 6 or 7 (we could NOT get into Clyde's for dinner at 5:45 last week without an hour's wait-- so we went to Tosca instead so we could see Mongolian Ping Pong at 7:10 at the E St. Cinema; I just didn't want you to think we are typical "early bird" diners!)

Is this something that you can do? We can top it off with a cocktail.....

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013023

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, July 14, 2006 4:56 PM
To: Biondi, Marc E.
Subject: Fwd: JDS
Attachments: JDS.txt; Malasky Letter JDS 2006.wpd

letter is attached

I have not included Shaw Howard in the solicitation. I was told that we won't offer it until the case is settled. If that occurs after the JDS goes out, we will do a separate solicitation. At least, that was my last understanding.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013024

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, June 30, 2006 9:45 AM
To: Miller, Barry
Cc: McCarthy, Ellen (OP); Bird, Melissa (OP); Mitchell, Kathleen
Subject: Re: Western Bus Garage and the Comp Plan
Attachments: DC Comp Plan WMATA Comments Letter 6-20-06.doc

Barry, there is some miscommunication, and I think a meeting to clear it up with you and Ellen might be useful. Kathy Mitchell, who left the voice mail and is the new manager of joint development, is just focusing on DC terminology so might have not hit every nail on the head, but these are the issues that we see:

1. The Western Bus Garage site goes back to 44th St and over to the alley behind Harrison St. The southwest part of that site is now in a conservation area on the Policy Map, and we did suggest a Regional Center designation which would not preclude housing but could allow regional retail, a reasonable fit on the total site. I think that you are now suggesting Main Street, the implications of which are unclear in terms of density on the Future Land Use Map because it is hard to read the Future Land Use map colors when there are stripes over a base color.

2. The Future Land Use Map-- to which I have not yet applied a magnifying glass!-- appears to show the southwest part of the site (location of existing obsolete garage) as moderate, not even medium, density. This would seemingly not give enough density to WMATA to support the cost of redeveloping the garage and seems too low anyway given that the area is on the doorstep of a Metro Station, so we would like to see a higher designation if my initial read is correct. We are also interested in a designation that makes it clear that the Future Land Use Map contemplates a continued bus garage on the site, maybe a public utility striping.

3. We sent a letter to Ellen on June 22 covering these points and more. I am attaching the electronic version to this e-mail.

As I said at the beginning, I think that it would be useful to have a short meeting to go over our concerns and your thinking. I would suggest the week of July 10-- toward the end of the week if that is convenient for all of you. I can do Wednesday, the 12th, in the afternoon or any time Thursday or Friday. Please suggest some times to Kathy, as I will be away next week.

Thanks for the prompt reply to Kathy's voice message.

>>> "Miller, Barry (OP)" <Barry.Miller@dc.gov> 06/29/06 4:38 PM >>>
Roz-

I'm responding to the voice mail I received earlier regarding the map designations for the WMATA bus garage site. Based on the message, there may be a miscommunication about the different maps that accompany the Comprehensive Plan.

The map recently posted to the website is the Future Land Use Map, which indicates uses and densities. This map does not show regional centers, neighborhood centers, etc. Rather, it identifies commercial areas, residential areas, institutional areas, etc.

The map that was addressed by WMATA in its written comments on the Draft Plan is the "Policy Map", which is a separate map. The Policy Map shows areas where major land use changes are envisioned, along with business districts (including regional centers, Neighborhood Main Streets, Multi-neighborhood centers, and neighborhood centers) and conservation areas.

WMATA requested that the Western Bus Garage be part of the Friendship Heights Regional Center rather than in the Conservation Area. This request is under consideration. Given that regional centers are intended to be major retail/office hubs and employment centers, we believe that the "Neighborhood Main Street" designation is more applicable. The Neighborhood Main Street designation is applied to areas where ground floor retail and upper story housing is envisioned; it applies to much of the Wisconsin Avenue corridor, as well as areas like Georgia Avenue and H Street NE. In any event, the bus garage will not appear as part of the Conservation area on the Policy Map.

Regards-

Barry Miller, AICP
Associate Director for Comprehensive Planning
DC Office of Planning
801 North Capitol Street Ste 4000
Washington DC 20002

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013025

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, June 22, 2006 1:29 PM
To: Lawson, Arthuro V.
Cc: Malasky, Gary; Mitchell, Kathleen
Subject: DC Comprehensive Plan Land Use Comments
Attachments: DC Comp Plan WMATA Comments Letter 6-20-06.doc

Art:

Gary has signed the attached letter and we have sent it to the DC Office of Planning. You indicated that at some point we should see if our two DC Council Board members would be willing to support our position on the Western Bus garage site et al. with fellow Council Members in the September Council consideration period. Please let us know your thoughts on this as to next steps.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013026

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, June 15, 2006 11:12 AM
To: pam.dubois@bolansmart.com; Hertz, Daniel A.
Subject: Fwd: Re: Ridership at Prince George's Plaza
Attachments: Re: Ridership at Prince George's Plaza.txt

These are the May 2006 ridership numbers that we normally use in our JDS

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, June 15, 2006 11:09 AM
To: Hill, Elisa L.
Subject: Fwd: Re: Work Program MEAD
Attachments: Re: Work Program MEAD.txt

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013028

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, May 15, 2006 4:05 PM
To: Mitchell, Kathleen
Subject: Fwd: Task Order #5 Next Steps
Attachments: Task Order #5 Next Steps.txt

we should take to Nat's office at 4:15 (new time)

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013029

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, April 19, 2006 5:15 PM
To: Hale, Douglas R.; Hill, Elisa L.
Subject: Older proposals for Pam duBois
Attachments: JDS 2006 Site Rankings.wpd

Pam will be here at 1 tomorrow. Please have ready for her in-house use any former or current proposals for the sites in the first column of the attached table plus, Elisa, Shaw Howard.

Doug, I have Backlick which she gave me. She may ask for New Carrollton South.

Thanks

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013030

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, April 13, 2006 11:38 AM
To: Malasky, Gary; Finlayson, Joseph G.
Subject: Fwd: Resending Scope
Attachments: Resending Scope.txt

cost proposal

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013031

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, April 06, 2006 9:21 AM
To: Malasky, Gary
Cc: Hertz, Daniel A.; Hill, Elisa L.
Subject: Fwd: WMATA Portfolio Task Order
Attachments: WMATA Portfolio Task Order.txt

Gary, we will move ahead on this unless you direct otherwise

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, February 09, 2006 3:01 PM
To: Bushnaq, Tariq
Subject: Fwd: Re: Dunn Loring parker origins
Attachments: Re: Dunn Loring parker origins.txt

fyi

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, November 17, 2005 1:54 PM
To: Green, Isaac; Hamilton, Everett; Wheet, Michael; Doggett, Rosalyn; Bailey, Milton; kathleen_miles@fanniemae.com; Wheet, Michael; Hamilton, Everett; Hamilton, Everett
Subject: Re: FW: HFA Site Redevelopment Team Selected
Attachments: IMAGE.jpeg

+=*
Security: Proprietary
+=*
oh, Derrick's information is about Howard not HFA

>>> "Milton Bailey" <milton@DCHFA.ORG> 11/17/05 1:02 PM >>>
Please take a look at what Derrick sent me. See way down

From: Milton Bailey
Sent: Thursday, November 17, 2005 12:59 PM
To: Milton Bailey; Woody, Derrick (EOM)
Cc: Zoreana Barnes; Kamilah Parker; Thomas Redmond
Subject: RE: HFA Site Redevelopment Team Selected

Derrick,

Also, where did you get this info: "The project will produce 322 apartment units, approximately 70,000 SF retail and 450 parking spaces. The retail component of this project will include a new neighborhood grocery store."

Milton

From: Milton Bailey
Sent: Thursday, November 17, 2005 12:56 PM
To: 'Woody, Derrick (EOM)'
Cc: Zoreana Barnes; Kamilah Parker; Thomas Redmond
Subject: RE: HFA Site Redevelopment Team Selected

Derrick,

Just one correction. We have been authorized by the Board to enter into purchase and sales negotiations with Trammell Crow, et., al., We have not as yet selected the team as the purchasers/developers. We have done this to keep our options open with other respondents in the event negotiations fail with Trammel Crow, et al.

Also, I would like to meet with Ellen to outline our plans. Will you please set it up so my team can come by?

By the way, what do you think of the name Pearl Bailey for the development? "The Pearl" fits in with OP's assessment at this site is one of the jewels in the neighborhood. Also, it fits within the historic jazz theme of this community.

Thanks,

Milton

From: Woody, Derrick (EOM) [mailto:Derrick.Woody@dc.gov]
Sent: Thursday, November 17, 2005 12:32 PM
To: Woody, Derrick (EOM)
Subject: HFA Site Redevelopment Team Selected

On Tuesday night, the Housing Finance Agency Board selected a development team which includes Trammell Crow, CSG Urban, Hagans Development and FGLA (Fred Greene) to purchase and redevelop the HFA headquarters site at 815 Florida Avenue NW. The proposed project will be mixed use with mixed income residential above a retail / destination use ground level.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013034

The redevelopment of this site is a critical implementation step of the "DUKE: Development Framework for a Cultural Destination District within Washington, DC's Greater Shaw / U Street."

Trammell Crow and Hagans Development have also partnered with Howard University to develop Howard Town Center Phase I at Georgia Avenue and V Street NW. The District and Howard are working on a land swap agreement to facilitate HTC Phase I. The project will produce 322 apartment units, approximately 70,000 SF retail and 450 parking spaces. The retail component of this project will include a new neighborhood grocery store.

The "DUKE: Development Framework" is a "Great Streets" document which serves as a guide for public and private investments and action. The "DUKE: Development Framework is available online at:

http://planning.dc.gov/planning/cwp/view,a,1285,q,619216,planningnav,|32341|.asp

We look forward to hearing more from HFA and its development team about the proposed HFA-site project. Kudos!

Derrick Lanardo Woody
Coordinator - Great Streets Initiative
Office of the Deputy Mayor for
Planning & Economic Development
1350 Pennsylvania Avenue NW
Suite 317
Washington, DC 20004-3001
202.727.2981 phone
202.727.6703 fax
derrick.woody@dc.gov

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013035

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, November 17, 2005 1:53 PM
To: Green, Isaac; Hamilton, Everett; Wheet, Michael; Doggett, Rosalyn; Bailey, Milton; kathleen_miles@fanniemae.com; Wheet, Michael; Hamilton, Everett; Hamilton, Everett
Subject: Re: FW: HFA Site Redevelopment Team Selected
Attachments: IMAGE.jpeg

+=*
Security: Proprietary
+=*
Why didn't you tell Derrick that his information is just plain wrong?

If you meet with Ellen, explore Isaac's idea about more than 6 FAR.

>>> "Milton Bailey" <milton@DCHFA.ORG> 11/17/05 1:02 PM >>>
Please take a look at what Derrick sent me. See way down

From: Milton Bailey
Sent: Thursday, November 17, 2005 12:59 PM
To: Milton Bailey; Woody, Derrick (EOM)
Cc: Zoreana Barnes; Kamilah Parker; Thomas Redmond
Subject: RE: HFA Site Redevelopment Team Selected

Derrick,

Also, where did you get this info: "The project will produce 322 apartment units, approximately 70,000 SF retail and 450 parking spaces. The retail component of this project will include a new neighborhood grocery store."

Milton

From: Milton Bailey
Sent: Thursday, November 17, 2005 12:56 PM
To: 'Woody, Derrick (EOM)'
Cc: Zoreana Barnes; Kamilah Parker; Thomas Redmond
Subject: RE: HFA Site Redevelopment Team Selected

Derrick,

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Also, I would like to meet with Ellen to outline our plans. Will you please set it up so my team can come by?

By the way, what do you think of the name Pearl Bailey for the development? "The Pearl" fits in with OP's assessment at this site is one of the jewels in the neighborhood. Also, it fits within the historic jazz theme of this community.

Thanks,

Milton

From: Woody, Derrick (EOM) [mailto:Derrick.Woody@dc.gov]
Sent: Thursday, November 17, 2005 12:32 PM
To: Woody, Derrick (EOM)
Subject: HFA Site Redevelopment Team Selected

On Tuesday night, the Housing Finance Agency Board selected a development team which includes Trammell Crow, CSG Urban, Hagans Development and FGLA (Fred Greene) to purchase and redevelop the HFA headquarters site at

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013036

815 Florida Avenue NW. The proposed project will be mixed use with mixed income residential above a retail / destination use ground level.

The redevelopment of this site is a critical implementation step of the "DUKE: Development Framework for a Cultural Destination District within Washington, DC's Greater Shaw / U Street."

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http://planning.dc.gov/planning/cwp/view,a,1285,q,619216,planningnav,|32341|.asp

We look forward to hearing more from HFA and its development team about the proposed HFA-site project. Kudos!

Derrick Lanardo Woody
Coordinator - Great Streets Initiative
Office of the Deputy Mayor for
Planning & Economic Development
1350 Pennsylvania Avenue NW
Suite 317
Washington, DC 20004-3001
202.727.2981 phone
202.727.6703 fax
derrick.woody@dc.gov

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013037

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, October 27, 2005 6:12 PM
To: pmatthen@COSTAR.com
Subject: Fwd: Re: JDS Flyer
Attachments: Re: JDS Flyer.txt

Premala, Elisa Hill asked me to respond. Look at the atttached, attached flyer and you will see our sites and where to look for more information. Please let me know if you need more or better from me. Thanks.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013038

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, October 14, 2005 9:22 AM
To: Woody, Derrick (OP)
Subject: Fwd: WMTA Flyer
Attachments: Fwd: WMTA Flyer.txt

Derrick, ignore Jo Ann's request. She did not realize that you and I have been in contact. "Too many cooks." Thanks.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013039

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, September 29, 2005 10:26 AM
To: Harrison, Jo Ann
Subject: incoming calls re: JDS

Thanks
China was GREAT-- we just have no idea what a country on the move they are now-- in fact locals joke that CCP (Chinese Communist Party) now means Chinese Capitalist Party
And there were scenic, culinary, history/culture highlights, as well

Pix still being developed. Will bring them in and show you.

>>> Jo Ann Harrison 09/29/05 10:12 AM >>>
Oh, WELCOME BACK!!!! How was China? Any pictures?

JH

>>> Rosalyn Doggett 09/29/05 9:16 AM >>>
I will respond

>>> Jo Ann Harrison 09/29/05 8:38 AM >>>
There were 2 calls on x2395:

1. David Tuckman, Akridge, wants community groups for Western Bus site. Ph. 202.207.3926

2. Brian Levey, ENC Architects, tried to download something from website re: Shaw-Howard and Western Bus sites. Ph. 202.337.3987

SOMEONE, please respond.

Jo Ann

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013040

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, September 29, 2005 9:16 AM
To: Hale, Douglas R.; Hertz, Daniel A.; Hill, Elisa L.; Ackerman, Heidi; Harrison, Jo Ann; Scales, Phillip
Subject: incoming calls re: JDS

I will respond

>>> Jo Ann Harrison 09/29/05 8:38 AM >>>
There were 2 calls on x2395:

1. David Tuckman, Akridge, wants community groups for Western Bus site. Ph. 202.207.3926

2. Brian Levey, ENC Architects, tried to download something from website re: Shaw-Howard and Western Bus sites. Ph. 202.337.3987

SOMEONE, please respond.

Jo Ann

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013041

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, August 12, 2005 6:39 PM
To: pam.dubois@bolansmart.com
Subject: Re: Solicitation Site Demographic Data

thanks

>>> <pam.dubois@bolansmart.com> 08/12/05 4:26 PM >>>
Dan,

As requested, attached is a word document that includes a summary of 2004 demographic data from Claritas. The sites were identified as follows:

1) Backlick Rd VRE @ 5900 Hechinger Drive (1 & 2 mile rings)

2) Branch Ave Metro @ 4704 Old Soper Rd (1 & 2 mile rings)

3) Forest Glen Metro @ 9730 Georgia Ave (1 & 2 mile rings)

4) Congress Heights Metro @ Alabama Ave & 11th Place SE (1/2 & 1 mile rings)

5) Northern Bus Garage @ Buchanan & 14th Sts NW (1/2 & 1 mile rings)

6) Shaw / Howard Parcels @ Florida Ave and 8th Street NW (1/2 & 1 mile rings)

7) Western Bus Garage @ Wisconsin Ave & Jennifer St NW (1/2 & 1 mile rings)

Please let us know if you need anything else. Thanks.

Pam

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013042

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, August 11, 2005 5:41 PM
To: Falken, Donald R.
Cc: Hertz, Daniel A.
Subject: Re: Fwd: Price for data

thanks, Don
we will be going over final touches to Eric's maps first thing in the morning

>>> Donald R. Falken 08/11/05 4:11 PM >>>
I have give them approval to proceed with a promise that you would pay for this on your credit card.

>>> "Drew Meren" < ameren@vargis.com > 08/11/05 9:53 AM >>>
Don,
The price for this data will be $2,190.60. This will cover the first delivery you got yesterday and all the new delivery to you will get tomorrow. Please reply to this email to proceed with this order.

Drew Meren
Senior GIS Account Manager
VARGIS LLC
100 Carpenter Drive Suite 200
Sterling, VA 20164
(703) 834-0225 tel
(703) 318-7224 fax
(703) 919-8038 mobile
www.vargis.com

-----Original Message-----
From: Donald R. Falken [mailto:dfalken@wmata.com]
Sent: Wednesday, August 10, 2005 1:35 PM
To: ameren@vargis.com
Cc: Daniel A. Hertz; Eric Y. Hu; Lee Roy Padgett; Rosalyn Doggett; Rollin Burns
Subject: 7 sites

** Proprietary **

Drew the seven sites are:

Area 1 Shaw-Howard
Area 2 Western Bus garage
Area 4 Northern Bus Garage
Area 12 Backlick Road VRE
Area 13 Branch Ave
Area 14 Congress Heights
Area 15 Forest Glen

We would like them projected to MD STPL NAD27 and then scaled to Metro Project grid which is done by dividing the MD STPL NAD27 coordinates by 0.999943. We can discuss if you have any questions.

Let me know what this is going to cost before you do the full projection to Metro Project grid.

Don Falken, L.S., CST IV
WMATA
Department of Planning & Development (PDEC)
Office of the Chief Engineer / Facilities (CENF)
Civil & Track (Surveying & Mapping Section)
600 Fifth St., NW
Washington, DC 20001
202-636-3882
fax 202-832-2995

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013043

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, August 08, 2005 8:40 AM
To: Richard Mullins, Ph.D.
Subject: Re: Shaw-Howard Narrative for the JDS

thanks

>>> "Richard Mullins,Ph.D." <mullins@advocatessite.com> 08/07/05 1:06 PM >>>
Hi Roz and Dan:

Here is the narrative for the Shaw-Howard parcels. I think it's somewhat long because of the need to explain the legal case so you may need to edit. Please update ridership numbers. See you on 8/16. Elisa

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013044

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, August 01, 2005 10:59 AM
To: Hertz, Daniel A.; Hill, Elisa L.; Scales, Phillip
Subject: Fwd: Re: 2005 JDS
Attachments: Re: 2005 JDS.txt

parking at stations

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, July 29, 2005 6:27 PM
To: Harris, Gloria W.
Subject: Fwd: 2005 JDS
Attachments: 2005 JDS.txt

Gloria, can you help me out on the DC sites. I will need the information Early the week of Aug 1. Thanks. I am at 2208 if any questions.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013046

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, July 29, 2005 6:25 PM
To: Erion, David F.; Simms, Fred W.; Glick, Larry
Cc: McElhenny-Smith, Robin; Hill, Elisa L.
Subject: 2005 JDS

The Board has now approved sites for the 2005 Joint Development Solicitation. They are

Backlick Road VRE Station
Branch Ave Station
Congress Heights Station
Forest Glen Station
Northern Bus Garage
Shaw-Howard Station (Parcels 1,2,3 at 8th,9th on Florida)
Western Bus Garage

If you can provide me with the current bus service at each of these sites I would very much appreciate it: Route numbers with O & D.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013047

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, July 29, 2005 11:06 AM
To: Hertz, Daniel A.; Hill, Elisa L.; Scales, Phillip
Subject: Fwd: RE: Sites for 2005 WMATA Joint Development Solicitation
Attachments: RE: Sites for 2005 WMATA Joint Development Solicitation.txt

Please incorporate attached Office of Planning comments on our sites as appropriate.

FOIA CONFIDENTIAL TREATMENT REQUESTED

To: okarim@bannekerventures.com
Subject: RE: Florida Avenue Proposal

Thanks for the prompt reply.

From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, February 17, 2010 1:13 PM
To: Doggett, Rosalyn
Subject: Re: Florida Avenue Proposal

We intend on sending you a response later today.

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Doggett, Rosalyn" <RDoggett@wmata.com>
Date: Wed, 17 Feb 2010 12:26:27 -0500
To: Omar A. Karim<okarim@bannekerventures.com>
Subject: Florida Avenue Proposal

Good afternoon, Omar

It is time for me to start preparing materials for our upcoming March Board meeting. Can you let me know today whether you will be forwarding revised lease terms per Steve Goldin's e-mail of a few weeks ago—and, if so when—or whether your offer will remain unchanged.

Thanks much,
Rosalyn

Rosalyn P. Doggett
Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

rdoggett@wmata.com
202-962-2208 phone
202-962-2396 fax

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar Karim [okarim@bannekerventures.com]
Sent: Wednesday, February 17, 2010 4:58 PM
To: Doggett, Rosalyn
Cc: Anthony James Ives; Tiwana Hicks; Goldin, Steven
Subject: Re: Florida Avenue Proposal

Next Friday.

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Doggett, Rosalyn" <RDoggett@wmata.com>
Date: Wed, 17 Feb 2010 16:39:40 -0500
To: Omar A. Karim<okarim@bannekerventures.com>
Cc: aives@bannekerventures.com<aives@bannekerventures.com>; 'Tiwana Hicks'<thicks@bannekerventures.com>; Goldin, Steven<sgoldin@wmata.com>
Subject: RE: Florida Avenue Proposal

Do you mean the day after tomorrow? I am available but would want to check Steve.

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, February 17, 2010 4:34 PM
To: Doggett, Rosalyn
Cc: aives@bannekerventures.com; 'Tiwana Hicks'; Goldin, Steven
Subject: RE: Florida Avenue Proposal

Roz,

We would like to come in to meet with you all in person to present our revised offer. We believe the Staff and Board would react positively to the revised offer. Are you all available to meet next Friday morning or afternoon (after 2).

Thanks in advance.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Wednesday, February 17, 2010 1:17 PM
To: okarim@bannekerventures.com
Subject: RE: Florida Avenue Proposal

Thanks for the prompt reply.

From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, February 17, 2010 1:13 PM
To: Doggett, Rosalyn
Subject: Re: Florida Avenue Proposal

FOIA CONFIDENTIAL TREATMENT REQUESTED

We intend on sending you a response later today.

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Doggett, Rosalyn" <RDoggett@wmata.com>
Date: Wed, 17 Feb 2010 12:26:27 -0500
To: Omar A. Karim<okarim@bannekerventures.com>
Subject: Florida Avenue Proposal

Good afternoon, Omar

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Thanks much,
Rosalyn

Rosalyn P. Doggett
Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

rdoggett@wmata.com
202-962-2208 phone
202-962-2396 fax

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar Karim [okarim@bannekerventures.com]
Sent: Wednesday, February 17, 2010 1:13 PM
To: Doggett, Rosalyn
Subject: Re: Florida Avenue Proposal

We intend on sending you a response later today.

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Doggett, Rosalyn" <RDoggett@wmata.com>
Date: Wed, 17 Feb 2010 12:26:27 -0500
To: Omar A. Karim<okarim@bannekerventures.com>
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Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

rdoggett@wmata.com
202-962-2208 phone
202-962-2396 fax

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Monday, January 25, 2010 9:54 AM
To: Goldin, Steven
Cc: aives@bannekerventures.com; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Doggett, Rosalyn; Marshall, Malcolm; Bottigheimer, Nat
Subject: RE: Florida Avenue

Steve,

We are speaking with our equity investors and counsel regarding your email of 1/14/10 and will get back with you about our position in the coming weeks.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: Goldin, Steven [mailto:sgoldin@wmata.com]
Sent: Thursday, January 14, 2010 2:44 PM
To: Omar A. Karim
Cc: Bottigheimer, Nat; Doggett, Rosalyn; Marshall, Malcolm
Subject: Florida Avenue

Omar

At this morning's meeting of the Metro Board Real Estate Committee, they indicated their dissatisfaction with the proposed purchase price. Please advise if that is your last and final offer or if you are willing to negotiate further. I should add that the Committee also made clear that they were seeking more than incremental movement in the purchase price.

Steven E. Goldin
Director, Station Area Planning & Asset Management
Washington Metropolitan Area Transit Authority
sgoldin@wmata.com
202-962-2616

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar Karim [okarim@bannekerventures.com]
Sent: Friday, January 15, 2010 10:20 AM
To: Doggett, Rosalyn
Cc: Tiwana Hicks; Goldin, Steven
Subject: Re: Florida Avenue

Roz,

Thanks for your email. What Steve and I spoke about was how you and Marshall I believe came up with the $14M figure. Since our team never offered wmata $14M to lease the sites (we offered an annual lease with some escalations and share in capital events), can you send us your calculations on how you or your team or advisors came up with this. This is critical as we evaluate our response to Steve's request to us following yesterday's Board meeting.

Thank you.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Doggett, Rosalyn" <RDoggett@wmata.com>
Date: Fri, 15 Jan 2010 09:56:38 -0500
To: Omar A. Karim<okarim@bannekerventures.com>
Cc: Goldin, Steven<sgoldin@wmata.com>
Subject: RE: Florida Avenue

Good morning, Omar. Steve asked me to let you know that when we present projects to our Board, we calculate the present value of a) the stream of fixed dollar payments to WMATA provided in a developer's offer b) plus the residual value of the land to WMATA at the end of the lease term. I hope that this provides you with the information that you need. If I can be of further help, please call me in the next hour after which I will be out of the office.

Rosalyn

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, January 14, 2010 4:49 PM
To: Goldin, Steven
Cc: 'Anthony James Ives'; 'Tiwana Hicks'; Doggett, Rosalyn; Marshall, Malcolm; Bottigheimer, Nat
Subject: RE: Florida Avenue

Steve,

This is very unfortunate as we thought both WMATA staff and our team had come to terms both a few months ago and more recently when we increased our price by about 40% at what we thought was the direction of the Board. We will consult our counsel and hopefully get back with you by end of next week.

Omar

Omar A. Karim
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729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

From: Goldin, Steven [mailto:sgoldin@wmata.com]
Sent: Thursday, January 14, 2010 2:44 PM
To: Omar A. Karim
Cc: Bottigheimer, Nat; Doggett, Rosalyn; Marshall, Malcolm
Subject: Florida Avenue

Omar

At this morning's meeting of the Metro Board Real Estate Committee, they indicated their dissatisfaction with the proposed purchase price. Please advise if that is your last and final offer or if you are willing to negotiate further. I should add that the Committee also made clear that they were seeking more than incremental movement in the purchase price.

Steven E. Goldin
Director, Station Area Planning & Asset Management
Washington Metropolitan Area Transit Authority
sgoldin@wmata.com
202-962-2616

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Thursday, January 14, 2010 4:49 PM
To: Goldin, Steven
Cc: 'Anthony James Ives'; 'Tiwana Hicks'; Doggett, Rosalyn; Marshall, Malcolm; Bottigheimer, Nat
Subject: RE: Florida Avenue

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Omar

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From: Goldin, Steven [mailto:sgoldin@wmata.com]
Sent: Thursday, January 14, 2010 2:44 PM
To: Omar A. Karim
Cc: Bottigheimer, Nat; Doggett, Rosalyn; Marshall, Malcolm
Subject: Florida Avenue

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Steven E. Goldin
Director, Station Area Planning & Asset Management
Washington Metropolitan Area Transit Authority
sgoldin@wmata.com
202-962-2616

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Wednesday, January 06, 2010 12:17 PM
To: Goldin, Steven
Cc: 'Anthony James Ives'; 'Tiwana Hicks'; Yohance.Fuller@dc.gov; Doggett, Rosalyn; Bottigheimer, Nat
Subject: RE: Financials

Yes, BoA is still our partner.

From: Goldin, Steven [mailto:sgoldin@wmata.com]
Sent: Wednesday, January 06, 2010 11:54 AM
To: Omar A. Karim
Cc: 'Anthony James Ives'; 'Tiwana Hicks'; Yohance.Fuller@dc.gov; Bottigheimer, Nat; Doggett, Rosalyn
Subject: RE: Financials

Omar

The other question that will come up is whether Bank of America is still your financial partner. A certification from you would address this issue most directly.

Steve

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, January 06, 2010 11:29 AM
To: Goldin, Steven
Cc: 'Anthony James Ives'; 'Tiwana Hicks'; Yohance.Fuller@dc.gov; Bottigheimer, Nat; Doggett, Rosalyn
Subject: RE: Financials
Importance: High

Steve,

Thanks for your email. 100% of the revenue shown on our 9/30/09 financial statements, including the $1.7M in accounts receiveables, have been realized and received by Banneker. We did not show any long-term receiveables/anticipated revenues for the park and recreation center work for any period that we had not completed work for under the contract with DC Housing Enterprises, which the DC Council unlawfully cancelled, and for which we are considering all of our legal options.

As of date, Banneker's financial status is stronger than it has ever been, and with our current cash on hand, coupled with our experienced staff, current and anticipated work load, and team of experts working on the Jazz, we are extremely confident that we will be able to complete this project in a timely manner and bring significant short and long term financial resources to WMATA, which based on the news accounts we've read, is needed at this time. Moreover, since a majority of the equity needed for the project is coming from other sources besides Banneker (private equity, HUD-insured loan, TIF, PILOT, etc), this further reduces any risk that any WMATA Board member may have about our ability to financially perform. In fact, unlike many other developers who can't get a construction or perm loan these days, since we have our lender and other sources lined up, the Board should consider this project as strong as, if not stronger, than any Joint Development Project that WMATA currently has in the pre-development stages and should feel confident about moving forward with us.

Please let me know if you have any further questions.

My best,

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

From: Goldin, Steven [mailto:sgoldin@wmata.com]
Sent: Wednesday, January 06, 2010 9:55 AM
To: okarim@bannekerventures.com
Cc: Bottigheimer, Nat; Doggett, Rosalyn
Subject: Financials

Omar

I know that someone on the Board is likely to inquire as to where on the financial statements you submitted, ending 9/30/09, the anticipated revenue from the DC contracts is located. I'm assuming that the recent newspaper articles, which appeared post 9/30, means that some of the revenue shown on the statements will not be realized. Please advise

Steven E. Goldin
Director, Station Area Planning & Asset Management
Washington Metropolitan Area Transit Authority
sgoldin@wmata.com
202-962-2616

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Wednesday, January 06, 2010 11:29 AM
To: Goldin, Steven
Cc: 'Anthony James Ives'; 'Tiwana Hicks'; Yohance.Fuller@dc.gov; Doggett, Rosalyn; Bottigheimer, Nat
Subject: RE: Financials

Importance: High

Steve,

Thanks for your email. 100% of the revenue shown on our 9/30/09 financial statements, including the $1.7M in accounts receiveables, have been realized and received by Banneker. We did not show any long-term receiveables/anticipated revenues for the park and recreation center work for any period that we had not completed work for under the contract with DC Housing Enterprises, which the DC Council unlawfully cancelled, and for which we are considering all of our legal options.

As of date, Banneker's financial status is stronger than it has ever been, and with our current cash on hand, coupled with our experienced staff, current and anticipated work load, and team of experts working on the Jazz, we are extremely confident that we will be able to complete this project in a timely manner and bring significant short and long term financial resources to WMATA, which based on the news accounts we've read, is needed at this time. Moreover, since a majority of the equity needed for the project is coming from other sources besides Banneker (private equity, HUD-insured loan, TIF, PILOT, etc), this further reduces any risk that any WMATA Board member may have about our ability to financially perform. In fact, unlike many other developers who can't get a construction or perm loan these days, since we have our lender and other sources lined up, the Board should consider this project as strong as, if not stronger, than any Joint Development Project that WMATA currently has in the pre-development stages and should feel confident about moving forward with us.

Please let me know if you have any further questions.

My best,

Omar

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729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
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(301) 523-1810 cell
okarim@bannekerventures.com

From: Goldin, Steven [mailto:sgoldin@wmata.com]
Sent: Wednesday, January 06, 2010 9:55 AM
To: okarim@bannekerventures.com
Cc: Bottigheimer, Nat; Doggett, Rosalyn
Subject: Financials

Omar

I know that someone on the Board is likely to inquire as to where on the financial statements you submitted, ending 9/30/09, the anticipated revenue from the DC contracts is located. I'm assuming that the recent newspaper articles, which appeared post 9/30, means that some of the revenue shown on the statements will not be realized. Please advise

Steven E. Goldin
Director, Station Area Planning & Asset Management
Washington Metropolitan Area Transit Authority
sgoldin@wmata.com
202-962-2616

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013059

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Tuesday, December 22, 2009 5:22 PM
To: Doggett, Rosalyn
Cc: 'Anthony James Ives'; 'Tiwana Hicks'; Goldin, Steven
Subject: RE: Banneker Financial Information
Attachments: Banneker Ventures - Balance Sheet and Income Statement through September 30 2009 (WMATA).pdf; Jazz at Florida Avenue - Sources and Uses (as of 12-22-09).pdf

Importance: High

Roz,

As requested, we attach for your records our confidential most recent balance sheet and income statement. Please keep this confidential to only those persons who must review this in connection with any questions by the Board. Also, attached please find our most recent sources and uses for the project.

Omar

From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Thursday, December 17, 2009 4:29 PM
To: okarim@bannekerventures.com
Cc: Goldin, Steven; Montague, Joshua W.
Subject: RE: Banneker Financial Information

Here is the change in terms that was sent forward for transmission to the Board and the comparison table that will be made available to them in January

---

From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, December 17, 2009 12:55 PM
To: Doggett, Rosalyn
Cc: Anthony James Ives; Tiwana Hicks; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Goldin, Steven
Subject: Re: Banneker Financial Information

Roz,

Can you send us the updated term sheet with the latest offer, along with the summary of the term sheet you expect to send the Board.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Doggett, Rosalyn" <RDoggett@wmata.com>
Date: Thu, 17 Dec 2009 11:05:36 -0500
To: Omar A. Karim<okarim@bannekerventures.com>
Cc: 'Anthony James Ives'<aives@bannekerventures.com>; 'Tiwana Hicks'<thicks@bannekerventures.com>; Neil.Albert@dc.gov<Neil.Albert@dc.gov>; Yohance.Fuller@dc.gov<Yohance.Fuller@dc.gov>; Goldin, Steven<sgoldin@wmata.com>
Subject: RE: Banneker Financial Information

The term sheet is on the agenda for the Jan 14, 2010 Planning Development & Real Estate Committee meeting, Executive Session, along with a request to extend time to negotiate an agreement. I will not know the Board's response until then.

Tuesday is fine for providing that information.

Thanks again
R.

FOIA CONFIDENTIAL TREATMENT REQUESTED

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, December 17, 2009 10:50 AM
To: Doggett, Rosalyn
Cc: 'Anthony James Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Goldin, Steven
Subject: RE: Banneker Financial Information

Ms. Doggett,

Thank you for your email. Our accountants should be able to provide us with our 3Q08 statements by next week. Would COB next Tuesday be okay to provide you all the statements and sources and uses? Can you provide information as to where we are with the Term Sheet? What was the Board's response to the information that you provided them following our last meeting? As we've discussed, these delays have and continue to cause us significant delays in our schedule.

Thank you in advance.

Omar

From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Thursday, December 17, 2009 10:33 AM
To: Omar A. Karim
Cc: Goldin, Steven
Subject: Banneker Financial Information

Good morning, Omar,

Given the amount of time that has elapsed since your initial submission, and anticipating possible Board questions, I have been asked to request from you the most recent balance sheet, income statement and sources and uses of funds statement for Banneker Ventures (the items requested in the original proposal submission requirements). Please let me know when we might receive these.

Thanks very much
Happy Holidays

Rosalyn

Rosalyn P. Doggett
Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

rdoggett@wmata.com
202-962-2208 phone
202-962-2396 fax

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar Karim [okarim@bannekerventures.com]
Sent: Thursday, December 17, 2009 12:55 PM
To: Doggett, Rosalyn
Cc: Anthony James Ives; Tiwana Hicks; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Goldin, Steven
Subject: Re: Banneker Financial Information

Roz,

Can you send us the updated term sheet with the latest offer, along with the summary of the term sheet you expect to send the Board.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
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(301) 523-1810 cell
okarim@bannekerventures.com

From: "Doggett, Rosalyn" <RDoggett@wmata.com>
Date: Thu, 17 Dec 2009 11:05:36 -0500
To: Omar A. Karim<okarim@bannekerventures.com>
Cc: 'Anthony James Ives'<aives@bannekerventures.com>; 'Tiwana Hicks'<thicks@bannekerventures.com>; Neil.Albert@dc.gov<Neil.Albert@dc.gov>; Yohance.Fuller@dc.gov<Yohance.Fuller@dc.gov>; Goldin, Steven<sgoldin@wmata.com>
Subject: RE: Banneker Financial Information

The term sheet is on the agenda for the Jan 14, 2010 Planning Development & Real Estate Committee meeting, Executive Session, along with a request to extend time to negotiate an agreement. I will not know the Board's response until then.

Tuesday is fine for providing that information.

Thanks again
R.

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, December 17, 2009 10:50 AM
To: Doggett, Rosalyn
Cc: 'Anthony James Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Goldin, Steven
Subject: RE: Banneker Financial Information

Ms. Doggett,

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Thank you in advance.

Omar

From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Thursday, December 17, 2009 10:33 AM
To: Omar A. Karim
Cc: Goldin, Steven
Subject: Banneker Financial Information

FOIA CONFIDENTIAL TREATMENT REQUESTED

Good morning, Omar,

Given the amount of time that has elapsed since your initial submission, and anticipating possible Board questions, I have been asked to request from you the most recent balance sheet, income statement and sources and uses of funds statement for Banneker Ventures (the items requested in the original proposal submission requirements). Please let me know when we might receive these.

Thanks very much
Happy Holidays

Rosalyn

Rosalyn P. Doggett
Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

rdoggett@wmata.com
202-962-2208 phone
202-962-2396 fax

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013063

Doggett, Rosalyn

From: Omar Karim [okarim@bannekerventures.com]
Sent: Thursday, December 17, 2009 12:55 PM
To: Doggett, Rosalyn
Cc: Anthony James Ives; Tiwana Hicks; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Goldin, Steven
Subject: Re: Banneker Financial Information

Roz,

Can you send us the updated term sheet with the latest offer, along with the summary of the term sheet you expect to send the Board.

Omar

Omar A. Karim
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729 15th Street, NW, Suite 400
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(301) 523-1810 cell
okarim@bannekerventures.com

From: "Doggett, Rosalyn" <RDoggett@wmata.com>
Date: Thu, 17 Dec 2009 11:05:36 -0500
To: Omar A. Karim<okarim@bannekerventures.com>
Cc: 'Anthony James Ives'<aives@bannekerventures.com>; 'Tiwana Hicks'<thicks@bannekerventures.com>; Neil.Albert@dc.gov<Neil.Albert@dc.gov>; Yohance.Fuller@dc.gov<Yohance.Fuller@dc.gov>; Goldin, Steven<sgoldin@wmata.com>
Subject: RE: Banneker Financial Information

The term sheet is on the agenda for the Jan 14, 2010 Planning Development & Real Estate Committee meeting, Executive Session, along with a request to extend time to negotiate an agreement. I will not know the Board's response until then.

Tuesday is fine for providing that information.

Thanks again
R.

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, December 17, 2009 10:50 AM
To: Doggett, Rosalyn
Cc: 'Anthony James Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Goldin, Steven
Subject: RE: Banneker Financial Information

Ms. Doggett,

Thank you for your email. Our accountants should be able to provide us with our 3Q08 statements by next week. Would COB next Tuesday be okay to provide you all the statements and sources and uses? Can you provide information as to where we are with the Term Sheet? What was the Board's response to the information that you provided them following our last meeting? As we've discussed, these delays have and continue to cause us significant delays in our schedule.

Thank you in advance.

Omar

From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Thursday, December 17, 2009 10:33 AM
To: Omar A. Karim
Cc: Goldin, Steven
Subject: Banneker Financial Information

FOIA CONFIDENTIAL TREATMENT REQUESTED

Good morning, Omar,

Given the amount of time that has elapsed since your initial submission, and anticipating possible Board questions, I have been asked to request from you the most recent balance sheet, income statement and sources and uses of funds statement for Banneker Ventures (the items requested in the original proposal submission requirements). Please let me know when we might receive these.

Thanks very much
Happy Holidays

Rosalyn

Rosalyn P. Doggett
Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

rdoggett@wmata.com
202-962-2208 phone
202-962-2396 fax

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013065

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Thursday, December 17, 2009 10:50 AM
To: Doggett, Rosalyn
Cc: 'Anthony James Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance.Fuller@dc.gov; Goldin, Steven
Subject: RE: Banneker Financial Information

Ms. Doggett,

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Thank you in advance.

Omar

From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Thursday, December 17, 2009 10:33 AM
To: Omar A. Karim
Cc: Goldin, Steven
Subject: Banneker Financial Information

Good morning, Omar,

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Thanks very much
Happy Holidays

Rosalyn

Rosalyn P. Doggett
Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

rdoggett@wmata.com
202-962-2208 phone
202-962-2396 fax

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013066

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Wednesday, December 02, 2009 10:44 AM
To: Goldin, Steven
Cc: 'Anthony James Ives'; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; Doggett, Rosalyn; Catoe, John B.; Montague, Joshua W.; Welch, Kermit A.; Bottigheimer, Nat
Subject: RE: Florida Ave

Importance: High

Steve,

We are trying to figure out a way to provide the Board with comfort in a deal that we work out with the Staff to move this project forward. As such, based on the memo that you all sent to the Board on 11/6/09, as well as conversations that Staff is having with the Board about the initial NPV that Staff told the Board that we had agreed to pay them in early 2008 versus the current NPV that we agreed to pay most recently ($3.03M - $4.28M from the 11/6/09 memo), prior to today's noon meeting, can you send us a quick breakdown of how the Staff came up with the NPV and land appraisal presented to the Board last year and compare it with the NPV and appraisal that the Staff presented to the Board on 11/5/09. We believe that the NPV that we offered for the land in 07 and 08 is $7-8.5M, depending on the discount rate used. If the new land value based on the independent appraisals that WMATA obtained is now $2.2M, our current offer of $3.03M - $4.28M would be consistent with the old land value (lets say $4M), and old NPV, say $7.5M. Thus, the new offer would be consistent with the new appraisal. Moreover, since we were selected, IZ rules were put into place, which further reduces the value of the land. Thus, any old NPV that we offered (lets say $7.5M), would even be reduced because of the IZ rules now in effect. When we meet later today, we are prepared to discuss providing WMATA with some increase in the capitalized lease payment; however, in order to do so, we need to have an understanding of what NPV WMATA told the Board we offered initially as the Board is using this old value to compare it with the new value. However, as you and the other staff have been well aware since we initially submitted our offer in 2007, because we are using FHA-insured financing, we will not be allowed to re-set the amount paid to WMATA during the term of the loan period because FHA does not allow it. WMATA staff is well aware of these rules as it has done many Joint Development projects that were FHA-insured.

Thank you in advance.

Omar

From: Goldin, Steven [mailto:sgoldin@wmata.com]
Sent: Tuesday, December 01, 2009 2:05 PM
To: Omar A. Karim
Cc: Montague, Joshua W.; Welch, Kermit A.; Doggett, Rosalyn
Subject: Florida Ave

Omar

We are available to meet with you tomorrow, Wednesday 12/2, at noon at our offices. Please advise

Steven E. Goldin
Director, Station Area Planning & Asset Management
Washington Metropolitan Area Transit Authority
sgoldin@wmata.com
202-962-2616

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013067

Doggett, Rosalyn

From: Omar Karim [okarim@bannekerventures.com]
Sent: Tuesday, December 01, 2009 2:26 PM
To: Goldin, Steven
Cc: Anthony James Ives; Tiwana Hicks; Neil.Albert@dc.gov; Yohance S. Fuller; Doggett, Rosalyn; Catoe, John B.; Montague, Joshua W.; Welch, Kermit A.; Bottigheimer, Nat
Subject: Re: Florida Ave

Steve,

Thanks for your email. We will see you tomorrow @ noon. Can you provide us with your thoughts on the response we sent you last week so that we can make the meeting as productive as possible.

Thanks.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Goldin, Steven" <sgoldin@wmata.com>
Date: Tue, 1 Dec 2009 14:05:26 -0500
To: Omar A. Karim<okarim@bannekerventures.com>
Cc: Montague, Joshua W.<jwmontague@wmata.com>; Welch, Kermit A.<KWelch@wmata.com>; Doggett, Rosalyn<RDoggett@wmata.com>
Subject: Florida Ave

Omar

We are available to meet with you tomorrow, Wednesday 12/2, at noon at our offices. Please advise

Steven E. Goldin
Director, Station Area Planning & Asset Management
Washington Metropolitan Area Transit Authority
sgoldin@wmata.com
202-962-2616

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Tuesday, November 24, 2009 7:20 PM
To: Goldin, Steven
Cc: aives@bannekerventures.com; 'Tiwana Hicks'; Doggett, Rosalyn; John' 'Hagner; O'Keeffe, Carol B.; Bottigheimer, Nat
Subject: RE: Florida Avenue

Importance: High

Steve,

Below are our responses to your email from last Thursday:

1. WMATA: The initial capitalized lease payment was deemed insufficient and must be increased.

   Developer Response:
   A. The capitalized lease payment was determined by WMATA's independent third-party appraisers based on their opinion of fair market value after considering the development restrictions/requirements to be imposed by the District and the additional costs of constructing on top of the tunnel.
   B. The determination of the fair market capitalized rent did not consider the additional consideration WMATA will receive from Participating Rent at 1.5% of effective gross receipts or Premium Rent at 2% of gross capital proceeds after repayment of debt. The appraiser specifically noted that in the appraisal because such rent is in addition to the fair market value appraisal.
   C. Based on the Additional Density which we expect to build on the Total Project (WMATA's land and the adjoining land in Square 393) and the formula for increasing the capitalized base rent payment in the Term Sheet for WMATA's land, the final, capitalized lease payment (as determined by WMATA in the 11/6/09 memo to the Board) is expected to be between $3.03M and $4.28M, which is between 50% and 100% of the land appraised value as determined by WMATA's independent appraiser.

   If you are available to meet tomorrow to discuss what the staff and Board has in mind about paying more than 50% to 100% more than the appraised value of the land, I will make myself available.

2. The lack of a payment "reset" for the first 60 years was deemed unacceptable. The Board wants to see earlier resets and we propose a reset every ten years as a starting point for discussion.

   A. As you recall, the list below summarizes the initial/renal terms for 11 other WMATA joint development projects as provided to us by Nat a few weeks ago:

Ballston	60+39
Bethesda	50+49
Dupont Circle	50+49
Dunn Loring	20+(4) 10
Farragut	50+49
Friendship Heights	30+multiple 30
1400 Eye	50+49
Metro Center	58+41
Prince Georges Plaza	59+40
Van Ness	50+49
White Flint	55+20+20

   Based on zoning information, the Dunn Loring Station project included the fee purchase of a majority of the site and a ground lease of a small portion of the site next to the WMATA Garage where a private garage and 30,000 square feet of retail were jointly being developed. Without the fee purchase of the much larger parcel where 672 condominium units and 20,000 square feet of commercial development will occur, no developer would have accepted the rent adjustment on the leased parcel after 20 years. Therefore, to present Dunn Loring as solely a "2+(4) 10" ground lease is not accurate. Also, to our knowledge, the Dunn Loring project has not gone forward because the developer cannot get financing and should not be considered an existing project until it is successfully financed on the terms WMATA presented.

   We don't have any information on the Friendship Heights Station ground lease. If it does not include a high percentage of residential rental units with a good percentage of affordable units, we respectfully believe it is not comparable to the Shaw/Florida Ave. project.

   B. It is currently not possible to finance a mixed-use, retail and multifamily project with affordable units with any currently available loan program that does not involve the U.S. Government (HUD/FHA) or the GSE's (Fannie

FOIA CONFIDENTIAL TREATMENT REQUESTED

Mae, Freddie Mac) and some sort of government financial support for the affordable units. All of these lending programs are fixed-rate with long maturities. The FHA 220 loan program which has a loan term of 40 years after converting to a permanent loan is the only currently available loan program available for the planned improvements. FHA will not permit a rent increase to have priority over its loan payments and will limit the Percentage Rent ahead of its loan payments to one percent of effective gross rent.

C. The proposal that we submitted since day one showed that we intended to obtain HUD financing, which requires a fixed term of the length of the loan (40 years) plus at least 10 years, making a lease term at least 50 years. WMATA has done several deals that were HUD insured and knows HUD's requirements about not re-setting during the term of the "insured period", which is 50 years at a minimum.

We would consider shortening the fixed term to 50 years and then proposing market adjustments every twenty years if the deal was a 50 year lease with a 49 year option (similar to Bethesda, Dupont, Farragut, 1400 Eye, etc.). However, any term less than 60 years, which WMATA's RFP stated the minimum lease term would be, would make the deal less valuable, and thus, would certainly impact our ability to pay more under a capitalized lease structure discussed in #1 above. However, we remain committed to working with the Staff and Board to come to financial terms that make sense for all parties involved.

Please let me know if you are available to meet tomorrow to hopefully come to an agreement on these issues.

Have a good evening.

Omar

From: Goldin, Steven [mailto:sgoldin@wmata.com]
Sent: Thursday, November 19, 2009 5:22 PM
To: Omar A. Karim
Cc: Bottigheimer, Nat; O'Keeffe, Carol B.; Doggett, Rosalyn
Subject: Florida Avenue

Omar

The Board took no action today after discussing the matter. Following the meeting, staff has been directed to submit a memo to the Board on Wednesday 11/25/09, addressing these issues in order for the Board to reconsider the approval of a term sheet for the lease on 11/30/09:

1) The initial capitalized lease payment was deemed insufficient and must be increased.
2) The lack of a payment "reset" for the first 60 years was deemed unacceptable. The Board wants to see earlier resets and we propose a reset every ten years as a starting point for discussion.

The Real Estate TOD Team and attorneys in the Counsel's Office will be in a work session all day tomorrow. Understanding the short time frame in which we have to resolve this matter, or not, please get back to me on Monday 11/23/09.

Thank you

Steven E. Goldin
Director, Station Area Planning & Asset Management
Washington Metropolitan Area Transit Authority
sgoldin@wmata.com
202-962-2616

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013070

Doggett, Rosalyn

From: Omar Karim [okarim@bannekerventures.com]
Sent: Monday, November 23, 2009 9:13 PM
To: Goldin, Steven
Cc: Anthony James Ives; Tiwana Hicks; Yohance S. Fuller; Doggett, Rosalyn; John Hagner; O'Keeffe, Carol B.; Bottigheimer, Nat
Subject: Re: Florida Avenue

Steve,

We will be providing you with our response tomorrow.

Omar

Omar A. Karim
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Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Goldin, Steven" <sgoldin@wmata.com>
Date: Thu, 19 Nov 2009 17:22:00 -0500
To: Omar A. Karim<okarim@bannekerventures.com>
Cc: Bottigheimer, Nat<NBottigheimer@wmata.com>; O'Keeffe, Carol B.<cokeeffe@wmata.com>; Doggett, Rosalyn<RDoggett@wmata.com>
Subject: Florida Avenue

Omar

The Board took no action today after discussing the matter. Following the meeting, staff has been directed to submit a memo to the Board on Wednesday 11/25/09, addressing these issues in order for the Board to reconsider the approval of a term sheet for the lease on 11/30/09:

1) The initial capitalized lease payment was deemed insufficient and must be increased.
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The Real Estate TOD Team and attorneys in the Counsel's Office will be in a work session all day tomorrow. Understanding the short time frame in which we have to resolve this matter, or not, please get back to me on Monday 11/23/09.

Thank you

Steven E. Goldin
Director, Station Area Planning & Asset Management
Washington Metropolitan Area Transit Authority
sgoldin@wmata.com
202-962-2616

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013071

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Friday, November 06, 2009 9:37 AM
To: Meister, Mark K.; Bottigheimer, Nat
Cc: aives@bannekerventures.com; mmckinney@bannekerventures.com; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; Doggett, Rosalyn; O'Keeffe, Carol B.; Montague, Joshua W.; Goldin, Steven
Subject: RE: Shaw-Howard/Florida Avenue Term Sheet Answers to Board Questions

Nat,

Thanks for your comments. If there is anything that we can do to help provide the Board with answers and clarity on the deal, including the value that WMATA would receive, please let us know.

As for Q3 below, the request was really to re-iterate that the Developer has agreed to pay what wmata's independent appraisal came back at. As for Q11, should staff include both appraisals in the package to the Board? We think it would be a good idea to do so, particularly as Board members have requested additional informaiton.

As discussed yesterday, prior to the staff sending the Board the information, can you forward the info to us in case we can provide further clarity on the information being sent. We can review it very quickly and can get you any comments w/n an hour of you all sending the info to us.

As for moving forward, since you and Carol will be out of the office for the first few days next week, can we have a quick call today (anytime other than 12-2) about what we can do in the interim while the Board reviews the additional information being sent to them? As discussed with Carol yesterday, the four documents that need to be negotiated for the December meeting are:

1. JDA
2. Lease
3. CCRs
4. Co-tenancy agreement

Carol also indicated that she has committed significant resources to get the papers documented over the next few weeks, including assigning an attorney to work on each individual document. This is extremely helpful.

As for 1, we provided full comments to the draft you sent already and await comments from staff.

As for 2, we think using a document that both wmata and the Developer's counsel has worked on would be the best starting point to get us to the finish line in the next 3-4 weeks. However, if you want us to use the draft lease that was sent over to us a while ago, we can do that. The drawback is that our counsel will probably mark it up so much so as to make it similar to the other deal that you all worked on. It will be save all parties involved a TON OF MONEY and TON OF TIME to start with the already negotiated lease as at least a basis for getting this done. We can even use a marked-up version of it that you send to us as a basis. Thoughts?

As for 3, what would be your timetable for sending the CCRs to us? If we get them in a week, John Hagner can spend a week reviewing and providing any comments. We could then turn them around to you all and spend the next week finalizing them.

As for 4, John can get staff the co-tenancy agreement in a week we believe.

Thanks for your entire team working to get this thing done.

Omar

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okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

From: Bottigheimer, Nat [mailto:NBottigheimer@wmata.com]
Sent: Friday, November 06, 2009 8:42 AM
To: Omar A. Karim; Meister, Mark K.
Cc: aives@bannekerventures.com; 'Tiwana Hicks'; Yohance S. Fuller; O'Keeffe, Carol B.; Montague, Joshua W.; Doggett, Rosalyn; Goldin, Steven
Subject: RE: Shaw-Howard/Florida Avenue Term Sheet Answers to Board Questions

ANSWERS IN CAPS BELOW – I WILL SPEAK WITH COUNSEL ABOUT WHAT STEPS WE CAN TAKE TO KEEP THIS MOVING FORWARD OVER THE NEXT TWO WEEKS.

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Thursday, November 05, 2009 6:45 PM
To: Meister, Mark K.
Cc: aives@bannekerventures.com; 'Tiwana Hicks'; Yohance S. Fuller; Bottigheimer, Nat; O'Keeffe, Carol B.; Montague, Joshua W.; Doggett, Rosalyn; Goldin, Steven
Subject: Shaw-Howard/Florida Avenue Term Sheet Answers to Board Questions
Importance: High

Mark,

Per my conversation with Nat earlier today, please advise if we can provide you with any additional information to help answer the questions that the Board raised today, including: the value of % of the anticipated Effective Gross Income for the first 60 years. Few more questions:

1. What was provided to Board members for other deals in the past? CONFIDENTIAL TERM SHEET THAT WAS PROVIDED YESTERDAY IS STANDARD; ADDITIONAL INFORMATION IN RESPONSE TO SPECIFIC BOARD MEMBER QUESTIONS IS NOT UNUSUAL
2. Should the summary to the Board that you intend to send to the Board tomorrow provide the appraised value of the property based on the lease transaction of 60 years? IT SHOULD PROVIDE THE FULL EXPECTED VALUE OF THE TRANSACTION OVER ITS TERM
3. Should it state that the Developer has agreed to pay this value? THIS QUESTION WORRIES ME. WHY WOULDN'T IT STATE THAT THE DEVELOPER AGREES TO PAY THIS VALUE?
4. Should it include an estimate of what the Developer anticipates paying WMATA for the additional density that we anticipate building on the WMATA sites? YES, IT SHOULD
5. Should it include an estimate of what the Developer anticipates paying WMATA for the additional density that we anticipate building on the portion of the alley that will be given to WMATA after it is closed? YES
6. Should it state that the Developer is not requesting any subsidies from WMATA, including Transit Infrastructure Investment Funds (TIFF)? Think this is critical since some Developers near WMATA sites have requested and WMATA has granted subsidies. NO, BUT THAT COULD BE A POINT THAT A SUPPORTIVE BOARD MEMBER MIGHT WANT TO MAKE. HOWEVER, NO-ONE BUT A DC BOARD MEMBER WILL CARE ABOUT THIS, SINCE EACH JURISDICTION IS ALLOCATED ITS OWN TIIF FUNDS. THE THING THAT MD AND VA BOARD MEMBERS CARE ABOUT MOST IS THAT THE OTHER JURISDICTIONS USE THEIR DEVELOPMENT DEALS TO GENERATE THE MOST POSSIBLE VALUE INTO THE TIIF AS A WHOLE. THEY'RE MORE CONCERNED ABOUT GENERATING REVENUE TO THE TIIF THAN THEY ARE ABOUT HOW DC USES ITS TIIF MONEY.
7. Should it include examples of how this deal is extremely similar to other deals that WMATA has and is currently working on? THAT WOULD BE HELPFUL TO INCLUDE IN A COVER MEMO TRANSMITTING THE INFORMATION
8. Should it state that the Developer will provide a minimum of 8% IZ units which is more than what the Developer originally agreed to in 2008? THAT INFORMATION IS CLEAR FROM THE TERMS SHEET, BUT IT WOULD BE APPROPRIATE FOR A SUPPORTIVE BOARD MEMBER TO EMPHASIZE THAT POINT.
9. Should it state that the Developer anticipates closing on the project by the end of next year, which is almost one year sooner than the original term sheet? THE BOARD MEMBERS ARE MORE INTERESTED IN THE DATES THAT ARE SET AS LIMITS. THEY'RE GENERALLY NOT INTERESTED IN STATEMENTS ABOUT INTENT, WILLINGNESS, ETC. THEY DON'T BELIEVE SUCH STATEMENTS HAVE MUCH VALUE.
10. Should it state that the Developer has continued to remain push forward with the project in spite of the collapse of the debt and equity markets NO, THOUGH A SUPPORTIVE COULD MAKE THAT POINT
11. Should the staff provide copies of the actual Term Sheet that was finalized yesterday, both appraisals, drawings of the project, etc? THE BOARD MEMBERS DID RECEIVE THE FINAL TERM SHEET, AND ELEMENTS OF IT WERE REVIEWED. WE WILL RESEND.

Can we schedule a quick call tomorrow to discuss when you all will send the Board answers to their questions as well as when the Board will re-convene to consider approval of the Term Sheet again.

As discussed with WMATA staff over the past several months, it is critical that we get the Term Sheet, JDA and Lease finalized as our financing will be jeopardized should delays continue beyond a few more weeks.

Thank you in advance.

Omar

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013073

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013074

Doggett, Rosalyn

From:	Omar A. Karim [okarim@bannekerventures.com]
Sent:	Wednesday, November 04, 2009 3:45 PM
To:	Montague, Joshua W.
Cc:	aives@bannekerventures.com; mmckinney@bannekerventures.com; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; Doggett, Rosalyn; 'John Hagner'; O'Keeffe, Carol B.; Bottigheimer, Nat; Goldin, Steven
Subject:	FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites
Attachments:	WINSTON-#4227935-v2B-WMATA_Term_Sheet_for_Lease_of_Shaw-Howard_Florida_Ave__Sites.DOC; WINSTON-#4227935-v2A&2B-WMATA_Term_Sheet_for_Lease_of_Shaw-Howard_Florida_Ave__Sites.DOC
Importance:	High

Josh,

In preparation of tomorrow's Board meeting, attached are the following:

1. Amended and Restated Term Sheet revised in accordance with the discussions since Monday, which finalizes our understanding; and
2. "Redline" of the Amended and Restated Term Sheet against the version that we provided to WMATA on November 2, 2009 at 6:20p.

The revised language on Capital Events was taken from the term sheet for Rhode Island Ave., and the concept of adjusting the base rent for additional density stops after the first 60 years because the re-appraisal will be based on the Leased Property as if vacant, thereby assuming the maximum density has been constructed on the land.

Please contact me with any questions or comments.

Omar

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FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Wednesday, November 04, 2009 10:52 AM
To: Bottigheimer, Nat; Goldin, Steven
Cc: aives@bannekerventures.com; mmckinney@bannekerventures.com; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; jkass@dccouncil.us; Doggett, Rosalyn; 'John Hagner'; O'Keeffe, Carol B.; Montague, Joshua W.
Subject: RE: Shaw-Howard/Florida Avenue Term Sheet - Recap

Importance: High

Nat,

Thanks for the information. We appreciate it. As previously discussed, the conversation that Mr. Graham and I had was to go from a sale to a 99 year flat lease. In the worst economy in more than 50 years, as a Joint Development Deal, having terms that would allow WMATA's development partner to secure as flexible financing on an on-going basis would be the most beneficial use to all parties involved, including WMATA as a participant in annual cash flow as well as Capital Events. A 60 year base lease would reduce the value of the deal since we are using HUD financing which is a 40 year term plus a requirement that any lease have at least 10 years beyond the loan term. Thus, under a 60 year lease, we would be prohibited from re-financing the project in just 10 years from now, which is a great detriment to the project. As a compromise, we would be prepared to enter into a 75 yr + 24 year option. Would this be acceptable to you?

Omar

From: Bottigheimer, Nat [mailto:NBottigheimer@wmata.com]
Sent: Wednesday, November 04, 2009 10:30 AM
To: Omar A. Karim; Goldin, Steven
Cc: aives@bannekerventures.com; mmckinney@bannekerventures.com; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; 'John Hagner'; O'Keeffe, Carol B.; Montague, Joshua W.; Doggett, Rosalyn; jkass@dccouncil.us
Subject: RE: Shaw-Howard/Florida Avenue Term Sheet - Recap
Importance: High

Regarding the lease term, and a question from Mr. Albert about the feasibility of lease terms other than 99 years, I'm attaching a list of examples of long-term leases that include a base term of less than 99 years plus option periods.

Ballston	60+39
Bethesda	50+49
Dupont Circle	50+49
Dunn Loring	20+(4) 10
Farragut	50+49
Friendship Heights	30+multiple 30
1400 Eye	50+49
Metro Center	58+41
Prince Georges Plaza	59+40
Van Ness	50+49
White Flint	55+20+20

Thanks very much,

Nat

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, November 03, 2009 10:45 PM
To: Goldin, Steven
Cc: aives@bannekerventures.com; mmckinney@bannekerventures.com; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; Bottigheimer, Nat; 'John Hagner'; O'Keeffe, Carol B.; Montague, Joshua W.; Doggett, Rosalyn
Subject: Shaw-Howard/Florida Avenue Term Sheet - Recap
Importance: High

Steve,

Thank you for reaching out this evening. Per your request, this email serves as a recap of our discussion:

Agreed to Items:

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013076

1. Co-tenancy Agreement – John Hagner and the Developers spoke this evening and we are in agreement with the terms of the conversation that John had with Carol this afternoon. John will send over an updated Term Sheet tomorrow by noon with these changes, along with the ones below as well.
2. $100,000 Expense Credit from going to Lease from Sale – The Developer will provide further back-up for our legal bills with the days and amount of time on the bills being shown but not the confidential description of the work as this is attorney-client privilege.

Open Issues:

3. Guarantee – Developer proposes $1.5M.
4. Capital Event Participation – Developer proposes that WMATA receive 1.5% of gross proceeds; this is a change from the 20% IRR that Developer was to receive previously before WMATA would begin sharing in the proceeds.
5. Term of Lease – Developer proposes 99 year straight lease as this is what was agreed to between the Developer and Mr. Graham in order to go from a sale to a lease. Discussions to be held with Mr. Graham in the morning to finalize term.

We look forward to finalizing these few issues by noon or 1pm (ET) tomorrow.

Have a great night.

Omar

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(301) 523-1810 cell

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Tuesday, November 03, 2009 10:45 PM
To: Goldin, Steven
Cc: aives@bannekerventures.com; mmckinney@bannekerventures.com; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; Doggett, Rosalyn; 'John Hagner'; O'Keeffe, Carol B.; Montague, Joshua W.; Bottigheimer, Nat
Subject: Shaw-Howard/Florida Avenue Term Sheet - Recap

Importance: High

Steve,

Thank you for reaching out this evening. Per your request, this email serves as a recap of our discussion:

Agreed to Items:

1. Co-tenancy Agreement – John Hagner and the Developers spoke this evening and we are in agreement with the terms of the conversation that John had with Carol this afternoon. John will send over an updated Term Sheet tomorrow by noon with these changes, along with the ones below as well.
2. $100,000 Expense Credit from going to Lease from Sale – The Developer will provide further back-up for our legal bills with the days and amount of time on the bills being shown but not the confidential description of the work as this is attorney-client privilege.

Open Issues:

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Have a great night.

Omar

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FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From:	Omar A. Karim [okarim@bannekerventures.com]
Sent:	Monday, November 02, 2009 6:20 PM
To:	Doggett, Rosalyn; Montague, Joshua W.
Cc:	aives@bannekerventures.com; mmckinney@bannekerventures.com; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; 'John Hagner'; Meister, Mark K.; Bottigheimer, Nat; Goldin, Steven
Subject:	Comments to Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites
Attachments:	WMATA Term Sheet for Lease of Shaw-Howard Florida Ave Sites (Final Mark Up).doc; WMATA Term Sheet for Lease of Shaw-Howard Florida Ave Sites (clean version).doc
Importance:	High

Josh and Roz,

As discussed with Josh a few minutes ago, we attach for your review our final comments to the Term Sheet which are within:

1. Revised Amended and Restated Term Sheet; and
2. Redline of the Amended and Restated Term Sheet against the draft provided by Josh to John Hagner on Oct 29,. 2009 at 12:37pm

Please call or email me with any questions.

Omar

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FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Monday, November 02, 2009 8:21 AM
To: Marshall, Malcolm
Cc: aives@bannekerventures.com; mmckinney@bannekerventures.com; 'Tiwana Hicks'; Doggett, Rosalyn; 'John Hagner'; Goldin, Steven
Subject: Appraisal for Howard/Shaw-Florida Avenue sites

Importance: High

Malcolm,

Are you avail for a quick call with Pat Kerr of Integra Realty Resources (IRR) later this morning to discuss IRR updating their appraisal to a 99-year lease vs the 60-year lease with an option that they based on the initial appraisal on? If so, would 9:30 or 11:30 work? IRR can provide the update by this afternoon; it's a quick calculation for them. Alternatively, we are okay with you simply calling them to request the update so long as we can get it this afternoon. We're hoping that we can meet with Steve and Roz this afternoon to come to an agreement on the outstanding issues of the Term Sheet and the updated appraisal would help us do this. By getting the updated appraisal today, we should be able to finalize all of the terms of the Term Sheet by COB today so that the Term Sheet or summary of the Term Sheet can go to the Board this week.

Thanks in advance.

Omar

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FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Friday, October 30, 2009 7:08 PM
To: Goldin, Steven
Cc: aives@bannekerventures.com; mmckinney@bannekerventures.com; 'Tiwana Hicks'; Yohance S. Fuller; Doggett, Rosalyn; Bottigheimer, Nat
Subject: Shaw-Howard/Florida Avenue - Finalizing Term Sheet

Importance: High

Steve,

Thank you for the updated Term Sheet. We have reviewed it and will provide comments to you by noon on Monday, incorporating Carol O'Keefee's discussions with John Hagner yesterday. We hope that the comments will sufficiently incorporate the understandings b/t WMATA and the Developer. In order to meet Thursday's Board meeting deadline, can we meet on Monday afternoon to finalize any outstanding items of the Term Sheet? If so, would 3-4:30 work?

Several items that we would particularly like to wrap up is the value of the 99-year lease and the guaranty. The appraisal has the lease at 60 years, but under our agreement with Mr. Graham and Mr. Catoe to change the deal from a sale to a lease, the lease would be a straight 99 year term. As such, can you reach out to the appraiser and have them adjust the term to 99 years. Based on the calculations that the appraiser showed on the last 2 pages of the appraisal, we can rather easily calculate the value of the lease for 99 years. As such, we would be prepared to accept the value of the 99 year lease assuming it is similar to what we believe it to be based on NPV calculations out to 99 years. As for the guarantee, I believe Carol was going to discuss the conversation that she had with John Hagner yesterday and appraise us of her thoughts. We hope that we can get the results of the discussion prior to Monday's proposed meeting time of 3:00. Would this be possible?

Thank you in advance and we look forward to wrapping this up next week.

Have a great weekend.

Omar

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FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Thursday, October 29, 2009 10:51 AM
To: Doggett, Rosalyn
Cc: mmckinney@bannekerventures.com; 'Tiwana Hicks'
Subject: FW: WMATA Exhibits
Attachments: 091029_Jazz_Exhibit A.pdf

Roz,

As requested.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: Stephanie Farrell [mailto:sfarrell@tortigallas.com]
Sent: Thursday, October 29, 2009 10:40 AM
To: 'Omar A. Karim'
Cc: 'Tiwana Hicks'
Subject: RE: WMATA Exhibits

Attached as requested. I also changed the alley closing part to say "portion of closed alley to become developer's property" to be consistent.

Stephanie Farrell, LEED AP
TORTI GALLAS AND PARTNERS
1300 Spring Street, Suite 400
Silver Spring, MD 20910
Phone: 301-588-4800
Fax: 301-650-2255
Direct Dial: 240-645-1258
www.tortigallas.com

Please consider the environment and print this e-mail only if necessary.

From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Thursday, October 29, 2009 10:01 AM
To: Omar A. Karim
Subject: RE: WMATA Exhibits

One more item on Exh. A, please, to conform to the term sheet Josh is drafting: have your architect outline in blue the two parcels you control. Thanks.

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, October 21, 2009 5:41 PM
To: Doggett, Rosalyn
Cc: thicks@bannekerventures.com; 'John Hagner'
Subject: FW: WMATA Exhibits
Importance: High

Roz,

As discussed.

Omar

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013082

From: Stephanie Farrell [mailto:sfarrell@tortigallas.com]
Sent: Wednesday, October 21, 2009 5:41 PM
To: 'Omar A. Karim'
Cc: thicks@bannekerventures.com
Subject: RE: WMATA Exhibits

Updated Exhibit A. Let me know if you need anything else.

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Please consider the environment and print this e-mail only if necessary.

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, October 21, 2009 11:19 AM
To: Stephanie Farrell
Cc: thicks@bannekerventures.com
Subject: RE: WMATA Exhibits

Can you also change the bottom and call it "Exhibit A to Term Sheet" or "Exhibit B to Term Sheet". Thanks.

From: Stephanie Farrell [mailto:sfarrell@tortigallas.com]
Sent: Wednesday, October 21, 2009 11:08 AM
To: 'Omar A. Karim'
Cc: 'thicks@bannekerventures.com'
Subject: WMATA Exhibits

Omar,
Attached are the exhibits you asked for. Let me know if the diagram for closed alley is not clear.

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Please consider the environment and print this e-mail only if necessary.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Thursday, October 29, 2009 10:51 AM
To: Doggett, Rosalyn
Cc: mmckinney@bannekerventures.com; 'Tiwana Hicks'
Subject: FW: WMATA Exhibits
Attachments: 091029_Jazz_Exhibit A.pdf

Roz,

As requested.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

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Sent: Thursday, October 29, 2009 10:40 AM
To: 'Omar A. Karim'
Cc: 'Tiwana Hicks'
Subject: RE: WMATA Exhibits

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Please consider the environment and print this e-mail only if necessary.

From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Thursday, October 29, 2009 10:01 AM
To: Omar A. Karim
Subject: RE: WMATA Exhibits

One more item on Exh. A, please, to conform to the term sheet Josh is drafting: have your architect outline in blue the two parcels you control. Thanks.

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, October 21, 2009 5:41 PM
To: Doggett, Rosalyn
Cc: thicks@bannekerventures.com; 'John Hagner'
Subject: FW: WMATA Exhibits
Importance: High

Roz,

As discussed.

Omar

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013084

From: Stephanie Farrell [mailto:sfarrell@tortigallas.com]
Sent: Wednesday, October 21, 2009 5:41 PM
To: 'Omar A. Karim'
Cc: thicks@bannekerventures.com
Subject: RE: WMATA Exhibits

Updated Exhibit A. Let me know if you need anything else.

Stephanie Farrell, LEED AP
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www.tortigallas.com

Please consider the environment and print this e-mail only if necessary.

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, October 21, 2009 11:19 AM
To: Stephanie Farrell
Cc: thicks@bannekerventures.com
Subject: RE: WMATA Exhibits

Can you also change the bottom and call it "Exhibit A to Term Sheet" or "Exhibit B to Term Sheet". Thanks.

From: Stephanie Farrell [mailto:sfarrell@tortigallas.com]
Sent: Wednesday, October 21, 2009 11:08 AM
To: 'Omar A. Karim'
Cc: 'thicks@bannekerventures.com'
Subject: WMATA Exhibits

Omar,
Attached are the exhibits you asked for. Let me know if the diagram for closed alley is not clear.

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Please consider the environment and print this e-mail only if necessary.

FOIA CONFIDENTIAL TREATMENT REQUESTED **WMATA-INV 013085**

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Thursday, October 29, 2009 10:12 AM
To: Doggett, Rosalyn
Subject: RE: WMATA Exhibits

Will do.

From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Thursday, October 29, 2009 10:01 AM
To: Omar A. Karim
Subject: RE: WMATA Exhibits

One more item on Exh. A, please, to conform to the term sheet Josh is drafting: have your architect outline in blue the two parcels you control. Thanks.

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, October 21, 2009 5:41 PM
To: Doggett, Rosalyn
Cc: thicks@bannekerventures.com; 'John Hagner'
Subject: FW: WMATA Exhibits
Importance: High

Roz,

As discussed.

Omar

From: Stephanie Farrell [mailto:sfarrell@tortigallas.com]
Sent: Wednesday, October 21, 2009 5:41 PM
To: 'Omar A. Karim'
Cc: thicks@bannekerventures.com
Subject: RE: WMATA Exhibits

Updated Exhibit A. Let me know if you need anything else.

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From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, October 21, 2009 11:19 AM
To: Stephanie Farrell
Cc: thicks@bannekerventures.com
Subject: RE: WMATA Exhibits

Can you also change the bottom and call it "Exhibit A to Term Sheet" or "Exhibit B to Term Sheet". Thanks.

From: Stephanie Farrell [mailto:sfarrell@tortigallas.com]
Sent: Wednesday, October 21, 2009 11:08 AM
To: 'Omar A. Karim'
Cc: 'thicks@bannekerventures.com'
Subject: WMATA Exhibits

Omar,
Attached are the exhibits you asked for. Let me know if the diagram for closed alley is not clear.

Stephanie Farrell, LEED AP
TORTI GALLAS AND PARTNERS
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FOIA CONFIDENTIAL TREATMENT REQUESTED

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FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Wednesday, October 28, 2009 6:28 PM
To: Doggett, Rosalyn; 'John Hagner'; O'Keeffe, Carol B.; Goldin, Steven
Cc: aives@bannekerventures.com; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; Montague, Joshua W.; Bottigheimer, Nat
Subject: RE: Short answers to Fl Ave questions

Importance: High

Carol,

As a follow-up to your conversation with John, can you select a time that we can meet in person to finalize the business terms of the Term Sheet, including the discussion on the guarantee and co-tenancy agreement. The Developer never agreed that the co-tenancy agreement wouldn't be used. Who mentioned this to you? Accepting the co-tenancy agreement was an indispensable part of changing from a sale to a lease and this was agreed to by Mr. Graham and Mr. Catoe last week. We will make ourselves available whatever time you select tomorrow.

Omar

-----Original Message-----
From: O'Keeffe, Carol B. [mailto:cokeeffe@wmata.com]
Sent: Wednesday, October 28, 2009 6:09 PM
To: Omar A. Karim; Doggett, Rosalyn; Goldin, Steven; John Hagner
Cc: aives@bannekerventures.com; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; Montague, Joshua W.; Bottigheimer, Nat
Subject: RE: Short answers to Fl Ave questions

I have spoken with John at length today and we will resume tomorrow. I'm not sure what you mean by saying that the co-tenancy agreement is not an issue; I was not told that it would not be used; there really isn't much other option given the physical reality of this project, unless under a default situation you are prepared to vacate and wall-off the part of the structure that is on WMATA property.

-----Original Message-----
From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, October 28, 2009 5:49 PM
To: Doggett, Rosalyn; Goldin, Steven
Cc: aives@bannekerventures.com; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; O'Keeffe, Carol B.; Montague, Joshua W.; Bottigheimer, Nat
Subject: RE: Short answers to Fl Ave questions
Importance: High

Roz and Steve,

We believe that some schedule would be appropriate to get all of the items mentioned in your email complete. Can you work with us to commit to some dates on the following open items?

- Joint Development Agreement. We have provided comprehensive (not provisional) comments to the JDA almost 2 months ago when we were initially going down the lease route and await WMATA's comments. Please advise when we will receive these comments.

- Lease. To save time AND even more money, we requested almost 2 months ago that we use the lease for the RI Avenue deal since WMATA Staff and the Board has signed off on it and the counsel for the Developer for that deal and this deal is the same (John Hagner). Mr. Graham agreed that if we changed from a sale to a lease, WMATA staff would get this thing done in 2 weeks. If we don't use some type of form that WMATA and the Developer has already worked with (RI deal), then this would clearly kill any timing to get the deal finalized in the time promised by Mr. Graham. Steve and Carol, please confirm that we are going to use the RI form. If so, as soon as the Term Sheet is finalized b/t the staff and the Developer, John is willing to update it to reflect the terms of this deal and get it to you asap.

- CCRs. As soon as the Term Sheet is complete, we will turn around comments to the CCRs within a few days.

- Right of Entry Agreement. Josh has our comments from August 2008.

- Guaranty. Our counsel has a call in to Carol O'Keeffe today about the guaranty and is awaiting her call which based on an email that I read, she was going to make this afternoon. Carol, any word on the call?

FOIA CONFIDENTIAL TREATMENT REQUESTED

- Co-tenancy agreement. Mr. Graham and Mr. Catoe agreed that the co-tenancy would no longer be an issue. To save time and more money, can our counsel and Carol have a quick call to discuss this to ensure that everyone is on the same page with what needs to be the agreement before we spend a ton of money on having John draft something. Carol, are you available this afternoon or tomorrow to discuss this with John?

- Metes and Bounds Survey and full ALTA Title Report. As Roz indicated, this does not have to be provided prior to the Term Sheet or JDA being approved. An ALTA survey costs additional money and until the Term Sheet and JDA are approved, we cannot authorize the surveyor to spend even more money to do this. However, we commit to getting it done in plenty of time prior to the closing on the lease.

Two final questions:

- Which of the above items, if any, are necessary for the Term Sheet to go to the Board next week?
- Which Board meeting are we planning to submit the JDA and Lease at?
- Think we can get verbal results of the appraisal tomorrow so that we can look at the Term Sheet knowing what the financial terms from the appraisal will be?

Omar

Omar A. Karim
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(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

-----Original Message-----
From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Wednesday, October 28, 2009 4:52 PM
To: Bottigheimer, Nat; Fuller, Yohance (EOM)
Cc: Goldin, Steven; Montague, Joshua W.
Subject: RE: Short answers to Fl Ave questions

A Joint Development Agreement with the following exhibits needs to be taken to the Board:
1. Lease
2. Covenants, Conditions and Restrictions (CCR's)
3. Right of Entry Agreement
4. Guaranty
5. Co-tenancy agreement
6. Metes and Bounds Survey and full ALTA Title Report from developer (we can delay this until the Closing on the lease and continue to use the property outline and lot descriptions for purposes of the JDA; the metes and bounds survey would be the basis for descriptions of WMATA reserved areas: tunnels, etc. in the lease)

Status: The developer has the JDA plus items 1-4 drafted by WMATA. The developer is in the process of drafting a co-tenancy agreement, which would not have been necessary under a sale. The other items, with a sales agreement instead of a lease, would be needed under either type of disposition.

Our counsel and Banneker's have agreed that once we have agreed to a Term Sheet, they will mark up the JDA and items 1-4 (note: Banneker has previously provided provisional comments to the JDA, but not the other documents). We are uncertain of the timing by Banneker's counsel to send us the initial draft of item 5.

Banneker's counsel would like to draft a new lease based on the Rhode Island Ave lease, instead of working with the lease draft we sent to Banneker. However, our counsel does not agree because that is a different situation. So that is an impasse currently.

-----Original Message-----
From: Bottigheimer, Nat
Sent: Wednesday, October 28, 2009 3:50 PM
To: Yohance S. Fuller
Cc: Goldin, Steven; Doggett, Rosalyn; Montague, Joshua W.; jkass@dccouncil.us; Requa, Jack; Marshall, Malcolm; O'Keeffe, Carol B.
Subject: Short answers to Fl Ave questions

FOIA CONFIDENTIAL TREATMENT REQUESTED

To be followed by a more complete response later this afternoon from Roz. Before closing, we would need

A final lease agreement - this has been partially negotiated, but stalled when we went to sale approach. This would include terms related to composition of team and their strength

CCRs - I think Omar has these from us, we but don't have a response

Survey - We need this from Omar; we would have needed this to close for a sale, too.

Right of Entry agreement

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Wednesday, October 28, 2009 5:49 PM
To: Doggett, Rosalyn; Goldin, Steven
Cc: aives@bannekerventures.com; 'Tiwana Hicks'; Neil.Albert@dc.gov; Yohance S. Fuller; O'Keeffe, Carol B.; Montague, Joshua W.; Bottigheimer, Nat
Subject: RE: Short answers to FI Ave questions

Importance: High

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Omar

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(301) 523-1810 cell
okarim@bannekerventures.com

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

FOIA CONFIDENTIAL TREATMENT REQUESTED

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Sent: Wednesday, October 28, 2009 4:52 PM
To: Bottigheimer, Nat; Fuller, Yohance (EOM)
Cc: Goldin, Steven; Montague, Joshua W.
Subject: RE: Short answers to Fl Ave questions

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5. Co-tenancy agreement
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Status: The developer has the JDA plus items 1-4 drafted by WMATA. The developer is in the process of drafting a co-tenancy agreement, which would not have been necessary under a sale. The other items, with a sales agreement instead of a lease, would be needed under either type of disposition.

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-----Original Message-----
From: Bottigheimer, Nat
Sent: Wednesday, October 28, 2009 3:50 PM
To: Yohance S. Fuller
Cc: Goldin, Steven; Doggett, Rosalyn; Montague, Joshua W.; jkass@dccouncil.us; Requa, Jack; Marshall, Malcolm; O'Keeffe, Carol B.
Subject: Short answers to Fl Ave questions

To be followed by a more complete response later this afternoon from Roz. Before closing, we would need

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Survey - We need this from Omar; we would have needed this to close for a sale, too.

Right of Entry agreement

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013092

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Thursday, October 22, 2009 6:27 PM
To: 'Maurice' 'Perry'; Yohance S. Fuller; jkass@dccouncil.us; Doggett, Rosalyn; 'John' 'Hagner'; Montague, Joshua W.; Marshall, Malcolm; Goldin, Steven
Cc: O'Keeffe, Carol B.; Moneme, Emeka; Catoe, John B.; Bottigheimer, Nat; Pant, Shiva K.
Subject: RE: Florida Avenue

Steve,

The agreement was a reduction in the capitalized lease amount b/c of the changes the past month, which could be taken from the deposit or allocated somewhere else.

Thanks.

Omar

From: Goldin, Steven [mailto:sgoldin@wmata.com]
Sent: Thursday, October 22, 2009 3:20 PM
To: Goldin, Steven; 'Omar A. Karim'; John' 'Hagner; Maurice' 'Perry; jkass@dccouncil.us; Yohance S. Fuller; Doggett, Rosalyn; Marshall, Malcolm; Montague, Joshua W.
Cc: Catoe, John B.; Pant, Shiva K.; O'Keeffe, Carol B.; Moneme, Emeka; Bottigheimer, Nat
Subject: RE: Florida Avenue

Additionally, as per Board direction, there will be a $100,000 reduction in the amount of the security deposit required

We are awaiting clarification on whether there will be a reversion clause included

---

From: Goldin, Steven
Sent: Thursday, October 22, 2009 3:08 PM
To: 'Omar A. Karim'; John' 'Hagner; Maurice' 'Perry; jkass@dccouncil.us; Yohance S. Fuller; Doggett, Rosalyn; Marshall, Malcolm; Montague, Joshua W.
Cc: Catoe, John B.; Pant, Shiva K.; O'Keeffe, Carol B.; Moneme, Emeka; Bottigheimer, Nat; Sequeira, Loyda; Meister, Mark K.; Mohsberg, Sid; Wallace, Maria A
Subject: Florida Avenue

To All:

As per direction from our Board, we are proceeding with preparing a term sheet for the lease of our property. The matter is to be taken up by the full Board in a special meeting in two weeks.

The lease will be as it was when a lease was first discussed (prior to my arrival): a capitalized payment at closing, an annual % participation in net operating income and a % participation upon various capital events (refinance, sale, etc). My understanding is that the participations had been 1.5% and 10% respectively.

By way of this e-mail, I am asking the following actions to be taken:

Omar: Please advise whether you as the developer are in agreement

Maurice: Please advise whether Bank of America CDC is in agreement

Jonathon: Please confirm that Chairman Graham is in agreement

Yohance: Please Confirm that Mr. Albert is in agreement

Roz/Malcolm: Please call Richard Harps and explain that we need the updated appraisal in hand by 10/30. Please initiate a new BAIS.

Josh/John: Please revise the term sheet to reflect the lease and discuss the co-tenancy agreement

Steven E. Goldin
Director, Station Area Planning & Asset Management
Washington Metropolitan Area Transit Authority
sgoldin@wmata.com
202-962-2616

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013093

Doggett, Rosalyn

From: Omar Karim [okarim@bannekerventures.com]
Sent: Thursday, October 22, 2009 3:38 PM
To: Maurice Perry; Yohance S. Fuller; jkass@dccouncil.us; Doggett, Rosalyn; Montague, Joshua W.; Marshall, Malcolm; Goldin, Steven
Cc: Tiwana Hicks; John Hagner; O'Keeffe, Carol B.; Moneme, Emeka; Catoe, John B.; Sequeira, Loyda; Wallace, Maria A; Meister, Mark K.; Bottigheimer, Nat; Mohsberg, Sid; Pant, Shiva K.
Subject: Re: Florida Avenue

Steve,

We are in agreement with your email with a few caveats, delineated below:

- Based on the initial format of the lease portion of the old appraisal which capitalized the EGI payments, to reduce wmata's financial exposure, we may go that route depending on where the appraisal comes in at.

- If Malcolm can get at least a verbal of the appraisal with the lease version by tomorrow or Monday, this would allow us to stay on schedule as the term sheet and lease are greatly dependent on the financial terms of the deal.

- In agreeing to go the lease route, Mr. Graham and I agreed that we may replace BOACDC with another partner. We will let you know who the new partner will be by the end of next week, if we replace BOACDC.

- The provision dealing with the reversion should be removed from all documents. Carol and I discussed this today as no financier will finance the project with this provision in it.

- Since there are no WMATA facilities to replace (parking lot, chillers, garage, etc), the language requiring a completion guarantee from a guarantor with a financial statement of the value of the cost of the project is no moment and thus should be removed. Instead, we could agree to have comply with the insurance requirements in the indemnification section. Since our design calls for us building about 10 feet above the tunnel, Carol's concerns about the tunnel is greatly mitigated as we are not going close to the tunnel in comparison to the Ellington and other projects where the underground garage is inches from the top of the tunnel. We could also require the Developer or General Contractor to post a completion or payment and performance bond naming WMATA as an insured.

Can we meet early next week to discuss where things stand?

Steve, thanks for moving this along.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Goldin, Steven" <sgoldin@wmata.com>
Date: Thu, 22 Oct 2009 15:07:33 -0400
To: 'Omar A. Karim'<okarim@bannekerventures.com>; John' 'Hagner<JHagner@wcsr.com>; Maurice' 'Perry<maurice.perry@bankofamerica.com>; jkass@dccouncil.us<jkass@dccouncil.us>; Yohance S. Fuller<Yohance.Fuller@dc.gov>; Doggett, Rosalyn<RDoggett@wmata.com>; Marshall, Malcolm<MMarshall@wmata.com>; Montague, Joshua W.<jwmontague@wmata.com>
Cc: Catoe, John B.<jbcatoe@wmata.com>; Pant, Shiva K.<SPant@wmata.com>; O'Keeffe, Carol B.<cokeeffe@wmata.com>; Moneme, Emeka<EMoneme@wmata.com>; Bottigheimer, Nat<NBottigheimer@wmata.com>; Sequeira, Loyda<LSequeira@wmata.com>; Meister, Mark K.<MMeister@wmata.com>; Mohsberg, Sid<SMohsberg@wmata.com>; Wallace, Maria A<mawallace@wmata.com>
Subject: Florida Avenue

To All:

FOIA CONFIDENTIAL TREATMENT REQUESTED

As per direction from our Board, we are proceeding with preparing a term sheet for the lease of our property. The matter is to be taken up by the full Board in a special meeting in two weeks.

The lease will be as it was when a lease was first discussed (prior to my arrival): a capitalized payment at closing, an annual % participation in net operating income and a % participation upon various capital events (refinance, sale, etc). My understanding is that the participations had been 1.5% and 10% respectively.

By way of this e-mail, I am asking the following actions to be taken:

Omar: Please advise whether you as the developer are in agreement

Maurice: Please advise whether Bank of America CDC is in agreement

Jonathon: Please confirm that Chairman Graham is in agreement

Yohance: Please Confirm that Mr. Albert is in agreement

Roz/Malcolm: Please call Richard Harps and explain that we need the updated appraisal in hand by 10/30. Please initiate a new BAIS.

Josh/John: Please revise the term sheet to reflect the lease and discuss the co-tenancy agreement

Steven E. Goldin
Director, Station Area Planning & Asset Management
Washington Metropolitan Area Transit Authority
sgoldin@wmata.com
202-962-2616

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013095

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Wednesday, October 21, 2009 5:41 PM
To: Doggett, Rosalyn
Cc: thicks@bannekerventures.com; 'John Hagner'
Subject: FW: WMATA Exhibits
Attachments: 091021_Jazz_Exhibit A.pdf

Importance: High

Roz,

As discussed.

Omar

From: Stephanie Farrell [mailto:sfarrell@tortigallas.com]
Sent: Wednesday, October 21, 2009 5:41 PM
To: 'Omar A. Karim'
Cc: thicks@bannekerventures.com
Subject: RE: WMATA Exhibits

Updated Exhibit A. Let me know if you need anything else.

Stephanie Farrell, LEED AP
TORTI GALLAS AND PARTNERS
1300 Spring Street, Suite 400
Silver Spring, MD 20910
Phone: 301-588-4800
Fax: 301-650-2255
Direct Dial: 240-645-1258
www.tortigallas.com

Please consider the environment and print this e-mail only if necessary.

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, October 21, 2009 11:19 AM
To: Stephanie Farrell
Cc: thicks@bannekerventures.com
Subject: RE: WMATA Exhibits

Can you also change the bottom and call it "Exhibit A to Term Sheet" or "Exhibit B to Term Sheet". Thanks.

From: Stephanie Farrell [mailto:sfarrell@tortigallas.com]
Sent: Wednesday, October 21, 2009 11:08 AM
To: 'Omar A. Karim'
Cc: 'thicks@bannekerventures.com'
Subject: WMATA Exhibits

Omar,
Attached are the exhibits you asked for. Let me know if the diagram for closed alley is not clear.

Stephanie Farrell, LEED AP
TORTI GALLAS AND PARTNERS
1300 Spring Street, Suite 400
Silver Spring, MD 20910
Phone: 301-588-4800
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Please consider the environment and print this e-mail only if necessary.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Wednesday, October 21, 2009 4:05 PM
To: Doggett, Rosalyn
Cc: thicks@bannekerventures.com; Yohance S. Fuller; 'John Hagner'; Bottigheimer, Nat
Subject: WMATA Exhibits
Attachments: 091021_Jazz_Exhibit B.pdf; 091021_Jazz_Exhibit A.pdf

Importance: High

Roz,

Please let me know if you receive this.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Wednesday, October 21, 2009 9:58 AM
To: Doggett, Rosalyn; 'John Hagner'; Montague, Joshua W.
Cc: 'Maurice' 'Perry'; thicks@bannekerventures.com; Yohance S. Fuller; Bottigheimer, Nat; Goldin, Steven
Subject: RE: Jazz @ Florida -- Follow Up

You will receive them in 30 minutes.

From: Doggett, Rosalyn [mailto:RDoggett@wmata.com]
Sent: Wednesday, October 21, 2009 9:16 AM
To: John Hagner; Omar A. Karim; Montague, Joshua W.
Cc: Maurice' 'Perry; thicks@bannekerventures.com; Yohance S. Fuller; Bottigheimer, Nat; Goldin, Steven
Subject: RE: Jazz @ Florida -- Follow Up

Omar, please send electronically this a.m. Exhibits A and B, as we discussed last Friday.
Thanks, R.

From: John Hagner [mailto:JHagner@wcsr.com]
Sent: Tuesday, October 20, 2009 8:41 PM
To: Omar A. Karim; Montague, Joshua W.
Cc: Maurice' 'Perry; thicks@bannekerventures.com; Yohance S. Fuller; Doggett, Rosalyn; Bottigheimer, Nat; Goldin, Steven
Subject: RE: Jazz @ Florida -- Follow Up

Josh: Per Omar's instruction, I changed the review period in Section 8.1 back to 30 days. I also revised your insert in Section 9.8 to more precisely follow our discussions on the guarantor's liability if certain insurance coverages were not maintained. Finally, I agreed with your edits to Section 11, but added a provision that if the FHA lender has higher scopes and limits, then the Developer will provide the higher requirement.

Attached are a revised Term Sheet and a "redline" showing all changes from the version you distributed with your e-mail at 6:05p tonight. Thank you for your help in getting this done. I hope we can agree the Term Sheet is now final and all declare victory.

John

John D. Hagner
Womble Carlyle Sandridge & Rice, PLLC | 1401 Eye St., NW | Suite 700 | Washington, DC 20005-2225
T: 202.857.4404 | F: 202.261.0004 | E: jhagner@wcsr.com | W: www.wcsr.com

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, October 20, 2009 8:18 PM
To: 'Montague, Joshua W.'
Cc: thicks@bannekerventures.com; 'Yohance S. Fuller'; Hagner, John; 'Bottigheimer, Nat'; 'Doggett, Rosalyn'; 'Goldin, Steven'; 'Perry, Maurice'
Subject: RE: Jazz @ Florida -- Follow Up

Josh,

We are fine with all of the changes except for the change in time to review the designs. This provision has been in all of our documents for the past 18 months and our schedule is closely tied to it. We already agreed to extend the time it could take to finalize the Definitive Agreement to December. Any additional extensions would delay our construction start and completion date, which would cause us to loose our tax credits. As discussed previously, we have to complete 10% of construction by October 2010 and 100% of construction by December 31, 2011. Since we will have to present WMATA with at least 3 separate reviews, adding another 45 days (15 more for each review), would certainly cause us to miss our deadline, and thus ensure that we loose the tax credits.

John, please review the final provision (para 11) in particular as this is also a new change.

Omar

From: Montague, Joshua W. [mailto:jwmontague@wmata.com]
Sent: Tuesday, October 20, 2009 6:05 PM

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013098

To: Omar A. Karim
Cc: thicks@bannekerventures.com; Yohance S. Fuller; JHagner@wcsr.com; Bottigheimer, Nat; Doggett, Rosalyn; Goldin, Steven
Subject: RE: Jazz @ Florida -- Follow Up

Omar,

Attached is the revised Term Sheet with the following changes:

- Section 8.1 – the WMATA response time was extended from 30 days to 45 days. Our review staff expressed the need for more time to review. This extended time allotment will provide them with the time they need to review while allowing you to manage your schedule more accurately.
- Section 9.5 – a cosmetic change to correct the name of the WMATA Adjacent Construction Manual.
- Section 9.8 – Guaranty changes per our telephone conversation today.
- Section 11- Insurance changes per our telephone conversation today.

Please let me know if you have any questions.

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority
600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

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From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, October 20, 2009 10:50 AM
To: Montague, Joshua W.
Cc: thicks@bannekerventures.com; Yohance S. Fuller; JHagner@wcsr.com; Bottigheimer, Nat; Doggett, Rosalyn; Goldin, Steven
Subject: Jazz @ Florida -- Follow Up

Josh,

Attached are the revised Term Sheet and a redline of the 2 changes in Section 9.5 and 9.8 that you discussed yesterday with John Hagner and mentioned in my email. There is an additional provision that you and John agreed to stating that if construction is not commenced by the third anniversary of the Definitive Agreement, then the Adjacent Construction Design Standards would be updated to include all revisions to the Design Manual since the Definitive Agreement.

Please let me know if all of the issues have been addressed and if the Term Sheet is finalized at this point.

Thank you in advance.

Omar

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Monday, October 19, 2009 5:33 PM
To: 'Goldin, Steven'; 'Yohance S. Fuller'; 'Moneme, Emeka'; 'Bottigheimer, Nat'
Cc: thicks@bannekerventures.com; Neil.Albert@dc.gov; Hagner, John; 'Montague, Joshua W.'
Subject: RE: Jazz @ Florida -- Follow Up
Importance: High

Steve, et. al,

I just received a call from our counsel, John Hagner, at Womble Carlyle. John informed me that Josh Montague called him to discuss a few issues from the Term Sheet. We will agree with you on the following:

(a) the guarantee including the provision that we will pay for additional density if we build beyond what is in the Term Sheet or Definitive Agreement; and
(b) Adjacent Construction Design Standards will be as of the date of the Definitive Agreement.

FOIA CONFIDENTIAL TREATMENT REQUESTED

However, BoA cannot agree to guarantee other liabilities (indemnifications) as they are open-ended and the bank can't provide that type of guarantee. Moreover, this request is beyond what WMATA has required of other developers.

If WMATA agrees to the last issue, we it looks like we have agreed to the terms of the Term Sheet. Please advise of your position.

Josh, in the future, please call me should you have any questions about any outstanding issues.

Thank you in advance.

Omar

From: Goldin, Steven [mailto:sgoldin@wmata.com]
Sent: Monday, October 19, 2009 1:59 PM
To: 'okarim@bannekerventures.com'; Yohance S. Fuller; Moneme, Emeka; Bottigheimer, Nat
Cc: 'thicks@bannekerventures.com'; Neil.Albert@dc.gov; 'JHagner@wcsr.com'
Subject: Re: Jazz @ Florida -- Follow Up

We are meeting now and will have an answer shortly

From: Omar A. Karim
To: Yohance S. Fuller; Goldin, Steven; Moneme, Emeka; Bottigheimer, Nat
Cc: 'Tiwana Hicks' ; Neil.Albert@dc.gov; John' 'Hagner
Sent: Mon Oct 19 13:35:03 2009
Subject: RE: Jazz @ Florida -- Follow Up
We sent final comments on Friday afternoon and are available to meet today to finalize any outstanding issues.

Omar

From: Fuller, Yohance (EOM) [mailto:yohance.fuller@dc.gov]
Sent: Monday, October 19, 2009 1:33 PM
To: Moneme, Emeka; okarim@bannekerventures.com; Goldin, Steven; nbottigheimer@wmata.com
Cc: Albert, Neil (EOM)
Subject: Jazz @ Florida -- Follow Up

Gents –

Last Friday, we discussed both parties reconvening on Monday to hash through the remaining issues on the term sheet. Specifically, the questions concerning design review/approval.

I believe the intention was to get this tied up by COB, today. Can I get an update on where we are on this?

Thanks,

Yohance

Yohance S. Fuller | Program Manager
Office of the City Administrator
Government of the District of Columbia
1350 Pennsylvania Avenue, NW, Suite 533 | Washington, DC 20004
W 202.538.1278 F 202.535.1224 | yohance.fuller@dc.gov

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FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: O'Keeffe, Carol B.
Sent: Wednesday, October 21, 2009 9:46 AM
To: Goldin, Steven; Montague, Joshua W.; Doggett, Rosalyn
Cc: Heppen, Bruce P.
Subject: RE: Jazz @ Florida -- Follow Up

The GM has asked that we complete the risk analysis asap. He wants a final briefing and recommendation.

From: Goldin, Steven
Sent: Wednesday, October 21, 2009 8:20 AM
To: Montague, Joshua W.; Doggett, Rosalyn
Cc: Heppen, Bruce P.; O'Keeffe, Carol B.
Subject: Re: Jazz @ Florida -- Follow Up

Ok with me

From: Montague, Joshua W.
To: Goldin, Steven; Doggett, Rosalyn
Cc: Heppen, Bruce P.; O'Keeffe, Carol B.
Sent: Wed Oct 21 07:52:39 2009
Subject: FW: Jazz @ Florida -- Follow Up
We will need to put a provision in the Definitive Agreement that the Developer's insurance is primary to any insurance maintained by WMATA. But this does not need to go into the Term Sheet.

Otherwise, I am OK with Mr. Hagner's edits.

Josh

From: John Hagner [mailto:JHagner@wcsr.com]
Sent: Tuesday, October 20, 2009 8:41 PM
To: Omar A. Karim; Montague, Joshua W.
Cc: Maurice' 'Perry; thicks@bannekerventures.com; Yohance S. Fuller; Bottigheimer, Nat; Doggett, Rosalyn; Goldin, Steven
Subject: RE: Jazz @ Florida -- Follow Up

Josh: Per Omar's instruction, I changed the review period in Section 8.1 back to 30 days. I also revised your insert in Section 9.8 to more precisely follow our discussions on the guarantor's liability if certain insurance coverages were not maintained. Finally, I agreed with your edits to Section 11, but added a provision that if the FHA lender has higher scopes and limits, then the Developer will provide the higher requirement.

Attached are a revised Term Sheet and a "redline" showing all changes from the version you distributed with your e-mail at 6:05p tonight. Thank you for your help in getting this done. I hope we can agree the Term Sheet is now final and all declare victory.

John

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---

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To: 'Montague, Joshua W.'
Cc: thicks@bannekerventures.com; 'Yohance S. Fuller'; Hagner, John; 'Bottigheimer, Nat'; 'Doggett, Rosalyn'; 'Goldin, Steven'; 'Perry, Maurice'
Subject: RE: Jazz @ Florida -- Follow Up

Josh,

FOIA CONFIDENTIAL TREATMENT REQUESTED

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John, please review the final provision (para 11) in particular as this is also a new change.

Omar

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Sent: Tuesday, October 20, 2009 6:05 PM
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Cc: thicks@bannekerventures.com; Yohance S. Fuller; JHagner@wcsr.com; Bottigheimer, Nat; Doggett, Rosalyn; Goldin, Steven
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- Section 9.8 – Guaranty changes per our telephone conversation today.
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Please let me know if you have any questions.

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority
600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

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Thank you in advance.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013102

Omar

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Monday, October 19, 2009 5:33 PM
To: 'Goldin, Steven'; 'Yohance S. Fuller'; 'Moneme, Emeka'; 'Bottigheimer, Nat'
Cc: thicks@bannekerventures.com; Neil.Albert@dc.gov; Hagner, John; 'Montague, Joshua W.'
Subject: RE: Jazz @ Florida -- Follow Up
Importance: High

Steve, et. al,

I just received a call from our counsel, John Hagner, at Womble Carlyle. John informed me that Josh Montague called him to discuss a few issues from the Term Sheet. We will agree with you on the following:

(a) the guarantee including the provision that we will pay for additional density if we build beyond what is in the Term Sheet or Definitive Agreement; and
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Yohance

Yohance S. Fuller | Program Manager
Office of the City Administrator
Government of the District of Columbia

FOIA CONFIDENTIAL TREATMENT REQUESTED

1350 Pennsylvania Avenue, NW, Suite 533 | Washington, DC 20004
W 202.538.1278 | F 202.535.1224 | yohance.fuller@dc.gov

IRS CIRCULAR 230 NOTICE: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. tax advice contained in this communication (or in any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this communication (or in any attachment).

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Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority
600 Fifth Street, N.W.
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Sent: Tuesday, October 20, 2009 10:50 AM
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Cc: thicks@bannekerventures.com; Yohance S. Fuller; JHagner@wcsr.com; Bottigheimer, Nat; Doggett, Rosalyn; Goldin, Steven
Subject: Jazz @ Florida -- Follow Up

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Cc: thicks@bannekerventures.com; Neil.Albert@dc.gov; Hagner, John; 'Montague, Joshua W.'
Subject: RE: Jazz @ Florida -- Follow Up
Importance: High

Steve, et. al,

I just received a call from our counsel, John Hagner, at Womble Carlyle. John informed me that Josh Montague called him to discuss a few issues from the Term Sheet. We will agree with you on the following:

(a) the guarantee including the provision that we will pay for additional density if we build beyond what is in the Term Sheet or Definitive Agreement; and
(b) Adjacent Construction Design Standards will be as of the date of the Definitive Agreement.

However, BoA cannot agree to guarantee other liabilities (indemnifications) as they are open-ended and the bank can't provide that type of guarantee. Moreover, this request is beyond what WMATA has required of other developers.

If WMATA agrees to the last issue, we it looks like we have agreed to the terms of the Term Sheet. Please advise of your position.

Josh, in the future, please call me should you have any questions about any outstanding issues.

Thank you in advance.

Omar

From: Goldin, Steven [mailto:sgoldin@wmata.com]
Sent: Monday, October 19, 2009 1:59 PM
To: 'okarim@bannekerventures.com'; Yohance S. Fuller; Moneme, Emeka; Bottigheimer, Nat
Cc: 'thicks@bannekerventures.com'; Neil.Albert@dc.gov; 'JHagner@wcsr.com'
Subject: Re: Jazz @ Florida -- Follow Up

We are meeting now and will have an answer shortly

From: Omar A. Karim
To: Yohance S. Fuller; Goldin, Steven; Moneme, Emeka; Bottigheimer, Nat
Cc: 'Tiwana Hicks' ; Neil.Albert@dc.gov; John' 'Hagner
Sent: Mon Oct 19 13:35:03 2009
Subject: RE: Jazz @ Florida -- Follow Up
We sent final comments on Friday afternoon and are available to meet today to finalize any outstanding issues.

Omar

From: Fuller, Yohance (EOM) [mailto:yohance.fuller@dc.gov]
Sent: Monday, October 19, 2009 1:33 PM
To: Moneme, Emeka; okarim@bannekerventures.com; Goldin, Steven; nbottigheimer@wmata.com
Cc: Albert, Neil (EOM)
Subject: Jazz @ Florida -- Follow Up

Gents –

FOIA CONFIDENTIAL TREATMENT REQUESTED

Last Friday, we discussed both parties reconvening on Monday to hash through the remaining issues on the term sheet. Specifically, the questions concerning design review/approval.

I believe the intention was to get this tied up by COB, today. Can I get an update on where we are on this?

Thanks,

Yohance

Yohance S. Fuller | Program Manager
Office of the City Administrator
Government of the District of Columbia
1350 Pennsylvania Avenue, NW, Suite 533 | Washington, DC 20004
W 202.538.1278 | F 202.535.1224 | yohance.fuller@dc.gov

IRS CIRCULAR 230 NOTICE: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. tax advice contained in this communication (or in any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this communication (or in any attachment).

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FOIA CONFIDENTIAL TREATMENT REQUESTED **WMATA-INV 013107**

Doggett, Rosalyn

From: John Hagner [JHagner@wcsr.com]
Sent: Tuesday, October 20, 2009 8:41 PM
To: Omar A. Karim; Montague, Joshua W.
Cc: Maurice' 'Perry; thicks@bannekerventures.com; Yohance S. Fuller; Doggett, Rosalyn; Bottigheimer, Nat; Goldin, Steven
Subject: RE: Jazz @ Florida -- Follow Up
Attachments: WINSTON-#4219577-v1G&1H-WMATA_Term_Sheet_for_Sale_of_Shaw-Howard_U-Florida_Ave_Site.DOC; WINSTON-#4219577-v1H-WMATA_Term_Sheet_for_Sale_of_Shaw-Howard_U-Florida_Ave_Site.DOC

Josh: Per Omar's instruction, I changed the review period in Section 8.1 back to 30 days. I also revised your insert in Section 9.8 to more precisely follow our discussions on the guarantor's liability if certain insurance coverages were not maintained. Finally, I agreed with your edits to Section 11, but added a provision that if the FHA lender has higher scopes and limits, then the Developer will provide the higher requirement.

Attached are a revised Term Sheet and a "redline" showing all changes from the version you distributed with your e-mail at 6:05p tonight. Thank you for your help in getting this done. I hope we can agree the Term Sheet is now final and all declare victory.

John

John D. Hagner
Womble Carlyle Sandridge & Rice, PLLC | 1401 Eye St., NW | Suite 700 | Washington, DC 20005-2225
T: 202.857.4404 | F: 202.261.0004 | E: jhagner@wcsr.com | W: www.wcsr.com

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, October 20, 2009 8:18 PM
To: 'Montague, Joshua W.'
Cc: thicks@bannekerventures.com; 'Yohance S. Fuller'; Hagner, John; 'Bottigheimer, Nat'; 'Doggett, Rosalyn'; 'Goldin, Steven'; 'Perry, Maurice'
Subject: RE: Jazz @ Florida -- Follow Up

Josh,

We are fine with all of the changes except for the change in time to review the designs. This provision has been in all of our documents for the past 18 months and our schedule is closely tied to it. We already agreed to extend the time it could take to finalize the Definitive Agreement to December. Any additional extensions would delay our construction start and completion date, which would cause us to loose our tax credits. As discussed previously, we have to complete 10% of construction by October 2010 and 100% of construction by December 31, 2011. Since we will have to present WMATA with at least 3 separate reviews, adding another 45 days (15 more for each review), would certainly cause us to miss our deadline, and thus ensure that we loose the tax credits.

John, please review the final provision (para 11) in particular as this is also a new change.

Omar

From: Montague, Joshua W. [mailto:jwmontague@wmata.com]
Sent: Tuesday, October 20, 2009 6:05 PM
To: Omar A. Karim
Cc: thicks@bannekerventures.com; Yohance S. Fuller; JHagner@wcsr.com; Bottigheimer, Nat; Doggett, Rosalyn; Goldin, Steven
Subject: RE: Jazz @ Florida -- Follow Up

Omar,

Attached is the revised Term Sheet with the following changes:

- Section 8.1 – the WMATA response time was extended from 30 days to 45 days. Our review staff expressed the need for more time to review. This extended time allotment will provide them with the time they need to review while allowing you to manage your schedule more accurately.
- Section 9.5 – a cosmetic change to correct the name of the WMATA Adjacent Construction Manual.
- Section 9.8 – Guaranty changes per our telephone conversation today.
- Section 11- Insurance changes per our telephone conversation today.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Please let me know if you have any questions.

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority
600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

The information contained in this email may be confidential and/or legally privileged. It has been sent for the sole use of the intended recipient(s). If the reader of this message is not an intended recipient, you are hereby notified that any unauthorized review, use, disclosure, dissemination, distribution, or copying of this communication, or any of its contents, is strictly prohibited. If you have received this communication in error, please contact the sender by reply email and destroy all copies of the original message.

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Tuesday, October 20, 2009 10:50 AM
To: Montague, Joshua W.
Cc: thicks@bannekerventures.com; Yohance S. Fuller; JHagner@wcsr.com; Bottigheimer, Nat; Doggett, Rosalyn; Goldin, Steven
Subject: Jazz @ Florida -- Follow Up

Josh,

Attached are the revised Term Sheet and a redline of the 2 changes in Section 9.5 and 9.8 that you discussed yesterday with John Hagner and mentioned in my email. There is an additional provision that you and John agreed to stating that if construction is not commenced by the third anniversary of the Definitive Agreement, then the Adjacent Construction Design Standards would be updated to include all revisions to the Design Manual since the Definitive Agreement.

Please let me know if all of the issues have been addressed and if the Term Sheet is finalized at this point.

Thank you in advance.

Omar

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Monday, October 19, 2009 5:33 PM
To: 'Goldin, Steven'; 'Yohance S. Fuller'; 'Moneme, Emeka'; 'Bottigheimer, Nat'
Cc: thicks@bannekerventures.com; Neil.Albert@dc.gov; Hagner, John; 'Montague, Joshua W.'
Subject: RE: Jazz @ Florida -- Follow Up
Importance: High

Steve, et. al,

I just received a call from our counsel, John Hagner, at Womble Carlyle. John informed me that Josh Montague called him to discuss a few issues from the Term Sheet. We will agree with you on the following:

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Josh, in the future, please call me should you have any questions about any outstanding issues.

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Sent: Monday, October 19, 2009 1:59 PM

FOIA CONFIDENTIAL TREATMENT REQUESTED

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Thanks,

Yohance

Yohance S. Fuller | Program Manager
Office of the City Administrator
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1350 Pennsylvania Avenue, NW, Suite 533 | Washington, DC 20004
W 202.538.1278 | F 202.535.1224 | yohance.fuller@dc.gov

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FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Tuesday, October 20, 2009 9:49 AM
To: Yohance S. Fuller; Moneme, Emeka; Montague, Joshua W.; Bottigheimer, Nat; Goldin, Steven
Cc: Maurice' 'Perry; thicks@bannekerventures.com; Neil.Albert@dc.gov; Doggett, Rosalyn; JHagner@wcsr.com
Subject: RE: Jazz @ Florida -- Follow Up

Importance: High

Josh,

1. I am awaiting Maurice to get back into the office to answer this question. However, I cannot imagine that a bank would allow an open-ended indemnification to be put on its books. Further, I can speak for the partnership in stating that we will not be pushed into including additional liabilities that WMATA does not require developers of other projects, and as such, we (BOACDC or BV) would not agree to taking on this non-standard additional indemnification.

2. Yes, under the HUD guidelines, the indemnifications provided by the Jazz will be limited to surplus cash? The restrictions that HUD requires for this type of project are standard practice for HUD deals which WMATA has signed off on previously. Since WMATA will be getting its cash in full up front, we do not see any issues that WMATA should be concerned about.

Omar

From: Montague, Joshua W. [mailto:jwmontague@wmata.com]
Sent: Tuesday, October 20, 2009 8:45 AM
To: Omar A. Karim; Yohance S. Fuller; Moneme, Emeka; Bottigheimer, Nat; Goldin, Steven
Cc: thicks@bannekerventures.com; Neil.Albert@dc.gov; JHagner@wcsr.com; Doggett, Rosalyn
Subject: RE: Jazz @ Florida -- Follow Up

Omar,

Can we get some clarification on two of the issues relating to the indemnifications:

1. Does BOACDC's status as a wholly owned subsidiary of a bank legally prevent it from taking on the indemnification requested? Are there any other legal reasons why BOACDC would be prohibited from agreeing to this?

2. Will the indemnifications provided by the Jazz @ Florida Avenue, LLC (the Developer) under the Definitive Agreement be limited by its lender to "surplus cash"? Will the lender put any other restrictions on these indemnifications?

Please let me know as soon as you get a chance.

Thanks,

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority
600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

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Cc: thicks@bannekerventures.com; Neil.Albert@dc.gov; Montague, Joshua W.; JHagner@wcsr.com
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Sent: Monday, October 19, 2009 1:59 PM
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Cc: 'thicks@bannekerventures.com'; Neil.Albert@dc.gov; 'JHagner@wcsr.com'
Subject: Re: Jazz @ Florida -- Follow Up

We are meeting now and will have an answer shortly

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To: Yohance S. Fuller; Goldin, Steven; Moneme, Emeka; Bottigheimer, Nat
Cc: 'Tiwana Hicks' ; Neil.Albert@dc.gov; John' 'Hagner
Sent: Mon Oct 19 13:35:03 2009
Subject: RE: Jazz @ Florida -- Follow Up
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Sent: Monday, October 19, 2009 1:33 PM
To: Moneme, Emeka; okarim@bannekerventures.com; Goldin, Steven; nbottigheimer@wmata.com
Cc: Albert, Neil (EOM)
Subject: Jazz @ Florida -- Follow Up

Gents –

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Yohance

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Government of the District of Columbia
1350 Pennsylvania Avenue, NW, Suite 533 | Washington, DC 20004
W 202.538.1278 | F 202.535.1224 | yohance.fuller@dc.gov

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013112

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Friday, October 16, 2009 10:18 AM
To: Doggett, Rosalyn; Montague, Joshua W.
Cc: Maurice' 'Perry; 'Anthony Ives'; 'Tiwana Hicks'; Yohance S. Fuller; John' 'Hagner; Goldin, Steven
Subject: WMATA Term Sheet for Sale of Shaw-Howard U/Florida Avenue Sites
Attachments: WMATA Term Sheet for Sale of Shaw-Howard-U-Florida Ave Site (as of 10-16-09).doc

Importance: High

Josh and Roz,

Attached please find the revised Term Sheet. The only change made to the document was the deletion of Section 9.8 (e). BACDC cannot agree to guaranteeing the "terms of the Definitive Agreement", as this leaves them open to many more items than simply completing the Project or putting the site back in original condition if work ceases during the excavation phase or any other items that will be in the CCRs. Our Counsel believes that the current language that is in the Term Sheet is more than sufficient. With the exclusion of subsection (e), we have no other issues.

We believe this concludes our negotiations of the Term Sheet and we are prepared to sign the Term Sheet upon the Board's Approval. Please confirm that the Term Sheet will be submitted for Board consideration at the October 22nd meeting. When you have finished cleaning up the document, can you please send us the final version that will be approved and that we hope when approved, we can execute following the Board meeting.

Thanks for everyone's hard work.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Omar A. Karim [okarim@bannekerventures.com]
Sent: Thursday, October 15, 2009 4:36 PM
To: Doggett, Rosalyn; Montague, Joshua W.
Cc: 'Anthony Ives'; 'Tiwana Hicks'; Yohance S. Fuller; John' 'Hagner; Bottigheimer, Nat; Goldin, Steven
Subject: FINAL COMMENTS - WMATA Term Sheet - Shaw-Howard/Florida Avenue Sites
Attachments: WMATA Term Sheet for Sale of Shaw-Howard-U-Florida Ave Site (Redline Ver 1 with changes).doc

Importance: High

Roz and Josh,

As discussed earlier today, we attach for your review the final comments to the WMATA Term Sheet for the Shaw-Howard/Florida Avenue Sites. The changes to what was sent yesterday morning, and agreed on our call earlier are reflected in orange. We left open the recommended change to 9.5 dealing with the WMATA Design and Construction Standards as we would like to discuss with you all and Steve in 10 minutes when we come over.

Thank you for all of your work on this.

See you in a few.

Omar

FOIA CONFIDENTIAL TREATMENT REQUESTED

Shaw Howard
Sort

- April 1, 2014: Parking garage construction completion
- March 1, 2014: Student housing building construction commencement
- June 1, 2016: Student housing building construction completion

Attached for your information, a rendering of the previously planned office building and garage project. Let me know if you have any questions or need further information

Tariq

From: Toth, Edwin
Sent: Friday, February 18, 2011 7:25 AM
To: Crone, Tom
Cc: Talaia, Anabela; West, Linwood; Moore, Christopher; Gray, Michael; Meister, Mark K.; Milner, William A.; Daneshvaran, Fred; Dhru, Rasesh A.; Ghanta, Venkata; Bushnaq, Tariq
Subject: RE: Joint Development and Adjacent Properties Projects

Tom,
Would you please let me know what projects are scheduled at or near WMATA Stations and Facilities that will impact landscape services.

To All,
Yesterday I met with vendors to discuss landscape renovations at PG Plaza and Arlington Cemetery. During the discussions Landscape Supervisor Duane Wilson mention that at one time there was a building planned to cover the rest of the open part of the station. Does anyone know if that is going to happen anytime soon? What current planning is for PG Plaza? We don't want to spend money then have it all removed in a couple years.

Re: New Carrollton Station. What are projected plants for this station?

Ed

From: Bushnaq, Tariq
Sent: Thursday, February 17, 2011 5:16 PM
To: Toth, Edwin
Cc: Talaia, Anabela; West, Linwood; Moore, Christopher; Gray, Michael; Meister, Mark K.; Milner, William A.; Daneshvaran, Fred; Dhru, Rasesh A.; Crone, Tom; Ghanta, Venkata
Subject: Shaw Howard Station entrances/Joint and Adjacent Project Update

Ed,

Sorry I should have notified you. Construction at Shaw-Howard station (7th and S Entrance) started in January 2011 and completion for the office is anticipated in Spring 2013 . The project consists of 10-Story Residential and office Condominium with retail complex and two level of underground parking.

Regarding other joint development projects to come online in the next three years with facilities to be built for WMATA, see attachment. For adjacent construction projects that might impact stations or facilities, please contact Tom Crone, Senior Project Manager at JDAC and who is copied on this e-mail.

Please let me know if you have any questions or need further information....Tariq

---

From: Toth, Edwin
Sent: Thursday, February 17, 2011 8:18 AM
To: Meister, Mark K.; Bushnaq, Tariq
Cc: Talaia, Anabela; West, Linwood; Moore, Christopher; Gray, Michael
Subject: RE: Shaw Howard Station entrances

Mark and Tariq,

We had anticipated renovating the landscape plantings at Shaw-Howard. The crew had removed existing plantings last fall. When they went back to prep for planting construction was underway.

Can either of you advise us of construction and development at Shaw-Howard?

Can you give me a summary of planned construction work or development at other stations and facilities?

Thanks,
Ed

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013115

Doggett, Rosalyn

From: Gray, Michael
Sent: Sunday, February 20, 2011 7:21 PM
To: Bushnaq, Tariq; Toth, Edwin
Cc: Talaia, Anabela; West, Linwood; Moore, Christopher; Meister, Mark K.; Milner, William A.; Daneshvaran, Fred; Dhru, Rasesh A.; Ghanta, Venkata; Crone, Tom; Doggett, Rosalyn
Subject: RE: Prince George's Plaza JD/Remaining Phases and Timeline

To all, can we see prints of what the new building project will look like to see how much the contruction will impact the terrace area ?

From: Bushnaq, Tariq
Sent: Friday, February 18, 2011 11:07 AM
To: Toth, Edwin
Cc: Talaia, Anabela; West, Linwood; Moore, Christopher; Gray, Michael; Meister, Mark K.; Milner, William A.; Daneshvaran, Fred; Dhru, Rasesh A.; Ghanta, Venkata; Crone, Tom; Doggett, Rosalyn
Subject: RE: Prince George's Plaza JD/Remaining Phases and Timeline

Ed,

It is possible that the construction will impact the existing planting terraces but the developer will be responsible for its protection and replacement if necessary. Another issue is to consider the resultant building and garage shadows and whether the existing planting will survive reduction of sun light.

Tariq

From: Toth, Edwin
Sent: Friday, February 18, 2011 10:55 AM
To: Bushnaq, Tariq; Doggett, Rosalyn
Cc: Talaia, Anabela; West, Linwood; Moore, Christopher; Gray, Michael; Meister, Mark K.; Milner, William A.; Daneshvaran, Fred; Dhru, Rasesh A.; Ghanta, Venkata; Crone, Tom
Subject: RE: Prince George's Plaza JD/Remaining Phases and Timeline

When construction begins at PG Plaza will the construction impact the existing planting terraces? If we renovate the planting terraces this year will they be destroyed with construction?

Ed

From: Bushnaq, Tariq
Sent: Friday, February 18, 2011 9:16 AM
To: Toth, Edwin
Cc: Talaia, Anabela; West, Linwood; Moore, Christopher; Gray, Michael; Meister, Mark K.; Milner, William A.; Daneshvaran, Fred; Dhru, Rasesh A.; Ghanta, Venkata; Crone, Tom
Subject: Prince George's Plaza JD/Remaining Phases and Timeline

Ed,

Due to market conditions and lack of demand for office space at the station site, developer is changing the use from a planned office building and garage project to a student housing.

The student housing and associated garage will be built on the same footprint of approved office building and garage (on both sides of station platform and tracks), and will be developed per the following schedule:

- April 1, 2013: Parking garage construction commencement
- April 1, 2014: Parking garage construction completion
- March 1, 2014: Student housing building construction commencement
- June 1, 2016: Student housing building construction completion

Attached for your information, a rendering of the previously planned office building and garage project. Let me know if you have any questions or need further information

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Subject: RE: Joint Development and Adjacent Properties Projects

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013116

Tom,
Would you please let me know what projects are scheduled at or near WMATA Stations and Facilities that will impact landscape services.

To All,
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Cc: Talaia, Anabela; West, Linwood; Moore, Christopher; Gray, Michael
Subject: RE: Shaw Howard Station entrances

Mark and Tariq,

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Can either of you advise us of construction and development at Shaw-Howard?

Can you give me a summary of planned construction work or development at other stations and facilities?

Thanks,
Ed

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013117

Doggett, Rosalyn

From: Bushnaq, Tariq
Sent: Friday, February 18, 2011 11:07 AM
To: Toth, Edwin
Cc: Talaia, Anabela; West, Linwood; Moore, Christopher; Gray, Michael; Meister, Mark K.; Milner, William A.; Daneshvaran, Fred; Dhru, Rasesh A.; Ghanta, Venkata; Crone, Tom; Doggett, Rosalyn
Subject: RE: Prince George's Plaza JD/Remaining Phases and Timeline

Ed,

It is possible that the construction will impact the existing planting terraces but the developer will be responsible for its protection and replacement if necessary. Another issue is to consider the resultant building and garage shadows and whether the existing planting will survive reduction of sun light.

Tariq

From: Toth, Edwin
Sent: Friday, February 18, 2011 10:55 AM
To: Bushnaq, Tariq; Doggett, Rosalyn
Cc: Talaia, Anabela; West, Linwood; Moore, Christopher; Gray, Michael; Meister, Mark K.; Milner, William A.; Daneshvaran, Fred; Dhru, Rasesh A.; Ghanta, Venkata; Crone, Tom
Subject: RE: Prince George's Plaza JD/Remaining Phases and Timeline

When construction begins at PG Plaza will the construction impact the existing planting terraces? If we renovate the planting terraces this year will they be destroyed with construction?

Ed

From: Bushnaq, Tariq
Sent: Friday, February 18, 2011 9:16 AM
To: Toth, Edwin
Cc: Talaia, Anabela; West, Linwood; Moore, Christopher; Gray, Michael; Meister, Mark K.; Milner, William A.; Daneshvaran, Fred; Dhru, Rasesh A.; Ghanta, Venkata; Crone, Tom
Subject: Prince George's Plaza JD/Remaining Phases and Timeline

Ed,

Due to market conditions and lack of demand for office space at the station site, developer is changing the use from a planned office building and garage project to a student housing.

The student housing and associated garage will be built on the same footprint of approved office building and garage (on both sides of station platform and tracks), and will be developed per the following schedule:

- April 1, 2013: Parking garage construction commencement
- April 1, 2014: Parking garage construction completion
- March 1, 2014: Student housing building construction commencement
- June 1, 2016: Student housing building construction completion

Attached for your information, a rendering of the previously planned office building and garage project. Let me know if you have any questions or need further information

Tariq

From: Toth, Edwin
Sent: Friday, February 18, 2011 7:25 AM
To: Crone, Tom
Cc: Talaia, Anabela; West, Linwood; Moore, Christopher; Gray, Michael; Meister, Mark K.; Milner, William A.; Daneshvaran, Fred; Dhru, Rasesh A.; Ghanta, Venkata; Bushnaq, Tariq
Subject: RE: Joint Development and Adjacent Properties Projects

Tom,
Would you please let me know what projects are scheduled at or near WMATA Stations and Facilities that will impact landscape services.

To All,
Yesterday I met with vendors to discuss landscape renovations at PG Plaza and Arlington Cemetery. During the discussions Landscape Supervisor Duane Wilson mention that at one time there was a building planned to cover the rest

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013118

of the open part of the station. Does anyone know if that is going to happen anytime soon? What current planning is for PG Plaza? We don't want to spend money then have it all removed in a couple years.

Re: New Carrollton Station. What are projected plants for this station?

Ed

From: Bushnaq, Tariq
Sent: Thursday, February 17, 2011 5:16 PM
To: Toth, Edwin
Cc: Talaia, Anabela; West, Linwood; Moore, Christopher; Gray, Michael; Meister, Mark K.; Milner, William A.; Daneshvaran, Fred; Dhru, Rasesh A.; Crone, Tom; Ghanta, Venkata
Subject: Shaw Howard Station entrances/Joint and Adjacent Project Update

Ed,

Sorry I should have notified you. Construction at Shaw-Howard station (7th and S Entrance) started in January 2011 and completion for the office is anticipated in Spring 2013 . The project consists of 10-Story Residential and office Condominium with retail complex and two level of underground parking.

Regarding other joint development projects to come online in the next three years with facilities to be built for WMATA, see attachment. For adjacent construction projects that might impact stations or facilities, please contact Tom Crone, Senior Project Manager at JDAC and who is copied on this e-mail.

Please let me know if you have any questions or need further information....Tariq

---

From: Toth, Edwin
Sent: Thursday, February 17, 2011 8:18 AM
To: Meister, Mark K.; Bushnaq, Tariq
Cc: Talaia, Anabela; West, Linwood; Moore, Christopher; Gray, Michael
Subject: RE: Shaw Howard Station entrances

Mark and Tariq,

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Can you give me a summary of planned construction work or development at other stations and facilities?

Thanks,
Ed

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Toth, Edwin
Sent: Friday, February 18, 2011 10:55 AM
To: Bushnaq, Tariq; Doggett, Rosalyn
Cc: Talaia, Anabela; West, Linwood; Moore, Christopher; Gray, Michael; Meister, Mark K.; Milner, William A.; Daneshvaran, Fred; Dhru, Rasesh A.; Ghanta, Venkata; Crone, Tom
Subject: RE: Prince George's Plaza JD/Remaining Phases and Timeline

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Subject: RE: Joint Development and Adjacent Properties Projects

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Re: New Carrollton Station. What are projected plants for this station?

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Thanks,
Ed

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Toth, Edwin
Sent: Friday, February 18, 2011 10:46 AM
To: Doggett, Rosalyn; Meister, Mark K.
Subject: RE: Joint Development and Adjacent Properties Projects

Do you have a plan view of these developments? Is the construction going to be over the open track area at PG Plaza?

From: Doggett, Rosalyn
Sent: Friday, February 18, 2011 9:04 AM
To: Meister, Mark K.
Cc: Toth, Edwin
Subject: RE: Joint Development and Adjacent Properties Projects

In the open area on each side of the tracks on the west side of the PGP station, the developer is pursuing construction of a student housing high rise apartment building on the north side and a 600-car garage on the south side. They will need board approval of business terms (currently scheduled for March) and a form of lease (currently scheduled for Sept) and planning approvals and then building approvals from the County. They plan to start construction of the garage in 2013 and the student housing in 2014.

From: Meister, Mark K.
Sent: Friday, February 18, 2011 8:55 AM
To: Doggett, Rosalyn
Cc: Toth, Edwin; Crone, Tom; Talaia, Anabela
Subject: FW: Joint Development and Adjacent Properties Projects

Roz,

Would you please provide Ed with the status of the development at Prince George's Plaza. Thanks.

Mark

From: Toth, Edwin
Sent: Friday, February 18, 2011 7:25 AM
To: Crone, Tom
Cc: Talaia, Anabela; West, Linwood; Moore, Christopher; Gray, Michael; Meister, Mark K.; Milner, William A.; Daneshvaran, Fred; Dhru, Rasesh A.; Ghanta, Venkata; Bushnaq, Tariq
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Re: New Carrollton Station. What are projected plants for this station?

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013122

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Please let me know if you have any questions or need further information....Tariq

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From: Toth, Edwin
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FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Meister, Mark K.
Sent: Friday, February 18, 2011 9:09 AM
To: Doggett, Rosalyn
Subject: RE: Joint Development and Adjacent Properties Projects

Thanks, Roz.

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Sent: Friday, February 18, 2011 9:04 AM
To: Meister, Mark K.
Cc: Toth, Edwin
Subject: RE: Joint Development and Adjacent Properties Projects

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From: Meister, Mark K.
Sent: Friday, February 18, 2011 8:55 AM
To: Doggett, Rosalyn
Cc: Toth, Edwin; Crone, Tom; Talaia, Anabela
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Re: New Carrollton Station. What are projected plants for this station?

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To: Toth, Edwin
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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013124

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Please let me know if you have any questions or need further information....Tariq

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Sent: Thursday, February 17, 2011 8:18 AM
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Cc: Talaia, Anabela; West, Linwood; Moore, Christopher; Gray, Michael
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FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Meister, Mark K.
Sent: Friday, February 18, 2011 8:55 AM
To: Doggett, Rosalyn
Cc: Toth, Edwin; Crone, Tom; Talaia, Anabela
Subject: FW: Joint Development and Adjacent Properties Projects

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To: Crone, Tom
Cc: Talaia, Anabela; West, Linwood; Moore, Christopher; Gray, Michael; Meister, Mark K.; Milner, William A.; Daneshvaran, Fred; Dhru, Rasesh A.; Ghanta, Venkata; Bushnaq, Tariq
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From: Toth, Edwin
Sent: Thursday, February 17, 2011 8:18 AM
To: Meister, Mark K.; Bushnaq, Tariq
Cc: Talaia, Anabela; West, Linwood; Moore, Christopher; Gray, Michael
Subject: RE: Shaw Howard Station entrances

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013126

Thanks,
Ed

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Goldin, Steven
Sent: Monday, February 14, 2011 11:09 AM
To: Doggett, Rosalyn; Burns, Bob; Malasky, Gary
Cc: Bottigheimer, Nat
Subject: RE: DC Council Committee Oversight Hearing Questions

Importance: High

See request from Nat below. He asks about a number of projects not addressed by the recent FTA summary. Please advise on Congress Heights (Burns), Florida Avenue (Burns), Shaw Howard (???), Minnesota Avenue (???), any others

Thanks,
Steve

A. Projects under Construction

DISTRICT OF COLUMBIA

Georgia Avenue-Petworth Station

- Apartment building structure, with 141 condo units and 17,000 sf of ground floor retail, is complete; leasing and initial occupancy have commenced
- Easement descriptions are being finalized.

Rhode Island Ave-Brentwood Station

- Transaction closed on March 18, 2010. As part of compensation, Metro received lump-sum payment of $7,000,000 which was placed in TIIF account
- Interim parking agreement was negotiated with no on-site parking during construction phase (14 months), and provides 200 off-site spaces once the District of Columbia Department of Transportation completes construction of a pedestrian bridge over the CSX freight tracks. The interim lot will have enhanced security features that meet Metro Transit Police approval
- Construction of the 215-space Metro garage and first residential building has commenced with Metro garage completion is anticipated in June 2011 and residential buildings in June 2010.

B. Projects in Pre-Development

DISTRICT OF COLUMBIA

Navy Yard Station (East Entrance)

- Metro will sell its 5,600 square foot site on the northwest corner of New Jersey Avenue and M Streets, SE, to Donohoe Development, which will combine the Metro site with its adjacent site to build a 211,000 square foot office building with ground floor retail
- The Sale and Development Agreement was executed in December 2007, and the developer has obtained development approvals but no tenant
- Only minor changes to Metro facilities will be required (e.g., modifying a vent shaft and paving), and no public hearing will be required
- The elevator and escalators at the site are expected to be kept in operation during construction
- In September the Board approved a one-year extension to December 2011 for a closing on the project
- The developer has recently indicated it wants to purchase the site by the end of March 2011, and closing documents are being prepared

Takoma Station

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013128

- Metro Board approved the Compact Hearing Staff Report and amended the Adopted Regional System Plan for Takoma Station on November 8, 2007
- Metro has also approved two amendments to the Purchase and Sale Agreement which, among other things, guarantee Metro a minimum of $2,500,000 from the transaction
- FTA approved the project on March 24, 2009
- Project is delayed due to current market conditions

From: Bottigheimer, Nat
Sent: Monday, February 14, 2011 10:32 AM
To: Goldin, Steven
Subject: FW: DC Council Committee Oversight Hearing Questions
Importance: High

Steve, I need a summary ASAP of progress on all DC joint development projects prepared for the GM's 3/9 Public Oversight Hearing at the Council. Especially need the memo to the GM on Florida Avenue property.

Congress Heights
Florida Avenue
Shaw/Howard
Rhode Island Avenue
Minnesota Avenue
Etc.

Can I get a progress report on District projects by COB Wednesday next week, please.

Thanks,

Nat

From: Lawson, Arthuro V.
Sent: Monday, February 14, 2011 10:20 AM
To: Sarles, Richard; Pant, Shiva K.; Kissal, Carol; Brown, Matthew; Kubicek, Dave J.; Bottigheimer, Nat; Burnside, Andrea; Dougherty, James; Bowersox, Lynn; Richardson, Barbara; Peck, Suzanne J.; Requa, Jack; Wallace, Phillip; Taborn, Michael; Baldwin, Gary W.; Lew, Helen; Sequeira, Loyda
Cc: Kent, Christian T.; O'Keeffe, Carol B.; Wallace, Maria A; Montero, Diana E.; Curry, Katrina; Price, Tanya M.; Allen, Mildred; Kelly, Matthew; Morgan, Monic; Stoffregen, Linda; Bigelow, Alicia; Hamilton, Sherry; Barr, Cassandra; Tyler, Carlotta; Allen, Brenda; McIntosh, Lakeisha; Moore, Janette R.; Ballard, Khalilah; Washington, Diana C.; Moore, Janette R.; Sullivan, Regina; Webster, Elizabeth; Chisholm, Ann; Debose-Wilson, Terressa
Subject: DC Council Committee Oversight Hearing Questions

I have attached the Council of the District of Columbia's Committee on Public Works and Transportation questions for the March 9, 2011 Public Oversight Hearing on Metro. The Committee has asked that the answers to these questions and the supporting documentation be returned to them by Friday, March 4, 2011.
Government Relations is requesting that your answers be submitted to us close of business on January 25, 2011. Please submit answers to Art Lawson with copies to Ann Chisholm and Mattie Webster.

In providing answers to these questions, you want to provide materials recently submitted to the Board, please provide a clean copy that can be copied. The committee clerk wants to provide the five Council Public Works Committee members their material to review by noon on Monday, March 7, 2011.

In addition to the questions on the attached list, we should anticipate questions in the following areas:

- The Allen Haywood investigation and similar incidents. Taborn
- The proposed early weekend closing for FY 2011.
- Status of DC Joint Development projects particularly those located in Ward 1. Bottigheimer
- When will the generator on the sidewalk at the Georgia Avenue Petworth station be removed? Kubicek
- Status of repairs to the Northern Bus Garage. Requa
- Status of relocating the Northern Bus Garage. Requa
- How many buses from Northern will be moved to the new Shepherd Parkway Facility when it is opened? Requa
- How much money is WMATA saving from eliminating bus stops and speeding up buses? Requa

Art Lawson
D.C. Government Relations Officer

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013129

Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001
(202) 962-1050 - office
(202) 962-2466 - fax
alawson@wmata.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013130

Doggett, Rosalyn

From: Meister, Mark K.
Sent: Friday, February 11, 2011 9:23 AM
To: SAAM; Carthorn, Debbie D.
Subject: FW: Metro News Clips - Friday, February 11, 2011
Attachments: WPOST1.pdf; WPOST2.pdf; WPOST3.pdf; WPOST4.pdf; WPOST5.pdf; dcexaminer6.pdf; dcexaminer7.pdf; wtopnews8.pdf; wtopnews9.pdf; tbd10.pdf; tbd11.pdf; WPOST13.pdf; wamu14.pdf; myfoxdc15.pdf; nbc4.com16.pdf; nbc4.com18.pdf; wusa9.com20pdf.pdf; wusa9.com19.pdf

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From: Taubenkibel, Steven
Sent: Friday, February 11, 2011 8:49 AM
To: Taubenkibel, Steven
Subject: Metro News Clips - Friday, February 11, 2011

To all:

Metro News

1) Metro Board Debates Bag Inspections, http://www.washingtonpost.com/wp-dyn/content/article/2011/02/10/AR2011021007239_pf.html Washington Post, February 11, 2011

2) Dr. Gridlock: Metro To Study Streetcar Integration, http://voices.washingtonpost.com/dr-gridlock/2011/02/metro_to_study_streetcar_integ.html Washington Post, February 10

3) Dr. Gridlock: Are Metro's Records Responses Reliable, http://voices.washingtonpost.com/dr-gridlock/2011/02/are_metros_public_records_resp.html Washington Post, February 10

4) Dr. Gridlock: Metro Discusses Security, Freedom, http://voices.washingtonpost.com/dr-gridlock/2011/02/metro_board_discusses_security.html Washington Post, February 10

5) Dr. Gridlock: Metro Eyes 12 AM Weekend Closures, http://voices.washingtonpost.com/dr-gridlock/2011/02/metro_considers_12am_weekend_c.html Washington Post, February 10

6) Metro Considering Cutting Back 3 AM Weekend Service, http://washingtonexaminer.com/print/local/dc/2011/02/metro-considering-cutting-back-3-am-weekend-service Washington Examiner, February 11, 2011

7) Examiner Local Editorial: New Metro Chief Most Interested In Turf Building, http://washingtonexaminer.com/print/opinion/editorials/local/2011/02/examiner-local-editorial-new-metro-chief-most-interested-turf-build Washington Examiner, February 11, 2011

8) Metro Official: Agency Compares To PEPCO With Problems, http://wtopnews.com/?nid=858&sid=2267148 WTOP News, February 10

9) Red Line Not Impacted By Smoke At Silver Spring Station, http://wtopnews.com/?nid=858&sid=2267906 WTOP News, February 11

10) Tommy Wells Criticizes Idea Of Cutting Metro's Late-Night Hours, http://www.tbd.com/blogs/tbd-on-foot/2011/02/wells-criticizes-idea-of-cutting-metro-s-late-night-hours-8386.html TBD.com February 10

11) Metro Talk: Bag Checks, Budgets, And Escalators, http://www.tbd.com/blogs/tbd-on-foot/2011/02/metro-talk-bag-checks-budgets-and-escalators-8361.html TBD.com February 10

12) Escalator Woes Top Metro Board's Agenda, http://www.tbd.com/articles/2011/02/escalator-woes-top-metro-board-s-agenda-51982.html (no PDF, just link) ABC 7 News/TBD.com, February 10

13) The Crime Scene: 6 Years For Metro iPhone Thefts, http://voices.washingtonpost.com/crime-scene/allison-klein/metro-iphone-thief-sentenced.html?wprss=crime-scene Washington Post, February 10

14) Metro Weighed Down By Ill-Advised Outsourcing, http://wamu.org/news/11/02/11.php?utm_source=feedburner&utm_medium=feed&utm_campaign=Feed%3A+WAMU885LocalNews+(WAMU%3A+Local+News)#40781 WAMU News, February 11

15) Metro Responds To Broken Escalator Report, http://www.myfoxdc.com/dpp/traffic/metro_news/metro-to-respond-to-broken-escalator-report-021011 WTTG TV 5, February 10

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013131

16) Metro Talks About Rolling Back Late Weekend Hours, http://www.nbcwashington.com/news/local-beat/Metrorail-Considers-Rolling-Back-Late-Weekend-Hours-115749594.html WRC TV 4 February 10

17) We Bought Some Junk Escalators, Metro Board Member, http://www.nbcwashington.com/news/local-beat/Metro_Acknowledges_Escalator_Problems_Washington_DC-115782124.html (no PDF, just Link), WRC TV 4 February 10

18) Potomac Yards Metro Stop In Alexandria Could Become A Reality, http://www.nbcwashington.com/news/local-beat/Metro-Stop-In-Alexandria-Could-Soon-Be-Reality-115776609.html WRC TV 4 February 10

19) Earlier Closing For Metrorail On Weekends?, http://www.wusa9.com/news/local/story.aspx?storyid=135696&catid=373 WUSA TV 9, February 10

20) Metro Escalators Status Update, http://www.wusa9.com/news/local/story.aspx?storyid=135638&catid=373 WUSA TV 9 February 10

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013132

Doggett, Rosalyn

From: Real Estate Bisnow (DC) [newsletter@bisnow.com]
Sent: Tuesday, February 08, 2011 4:02 PM
To: Doggett, Rosalyn
Subject: Why DC Shines

you don't see images, click here to view
tory Ideas . Events

To ensure delivery, please add newsletter@bisnow.com to your address book, learn ho

Real Estate | Legal | Fed Tech | Association/Non-Profit | The Scene
Washington | New York | Chicago | Dallas-Fort Worth | Houston | Boston | Atlanta | Los Angeles | South Florida | Baltimore | National

February 8, 2011

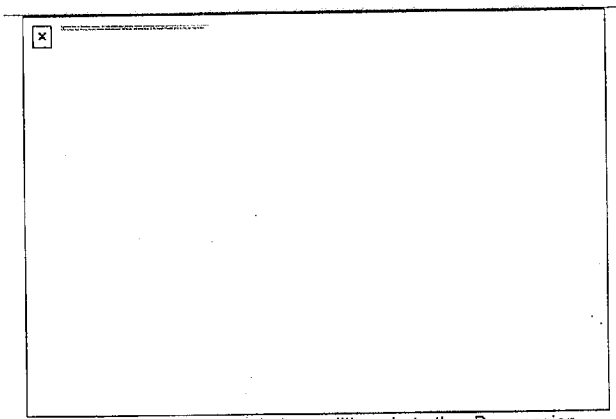
WHY DC SHINES

*BECO Management's **Living Room** is just one offering that improves tenant quality of life. Learn more here, and see the ad at right.*

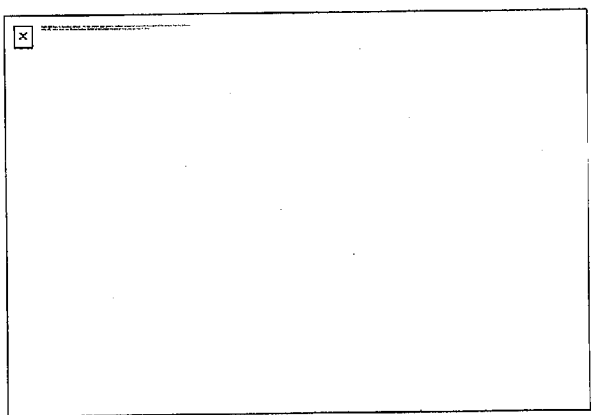
Yesterday, we were on hand at the **Lincoln Theatre** on U Street as **United Negro College Fund** president **Michael Lomax** officially announced why his 66-year-old organization (in NY the first 49 years, in **Fairfax** the last 17) is **coming to DC**: The city's become the "**marquee site** for education reform," he says. "We've been in the **suburbs** way too long."

We snapped DC Mayor **Vince Gray** showing his approval to Lomax and other speakers who echoed the theme that DC is where it's at in this era of activist **policymaking**, suggesting why office assets here are making a big comeback along with the economy. UNCF is using **industrial revenue bonds** to buy **50k SF** of a **320k SF** mixed-use project called **Progression Place** (so named because it will be at **7th and T**, next to the **Howard Theatre** which was known for the progression jazz of Duke Ellington, Ella Fitzgerald, Sammy Davis, Otis Redding, Lena Horne, Lionel Hampton, and many others).

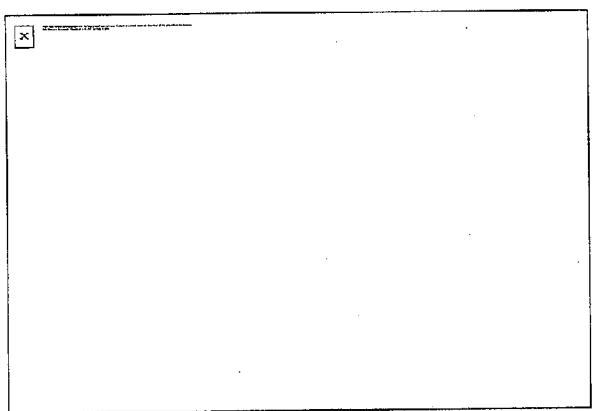
FOIA CONFIDENTIAL TREATMENT REQUESTED



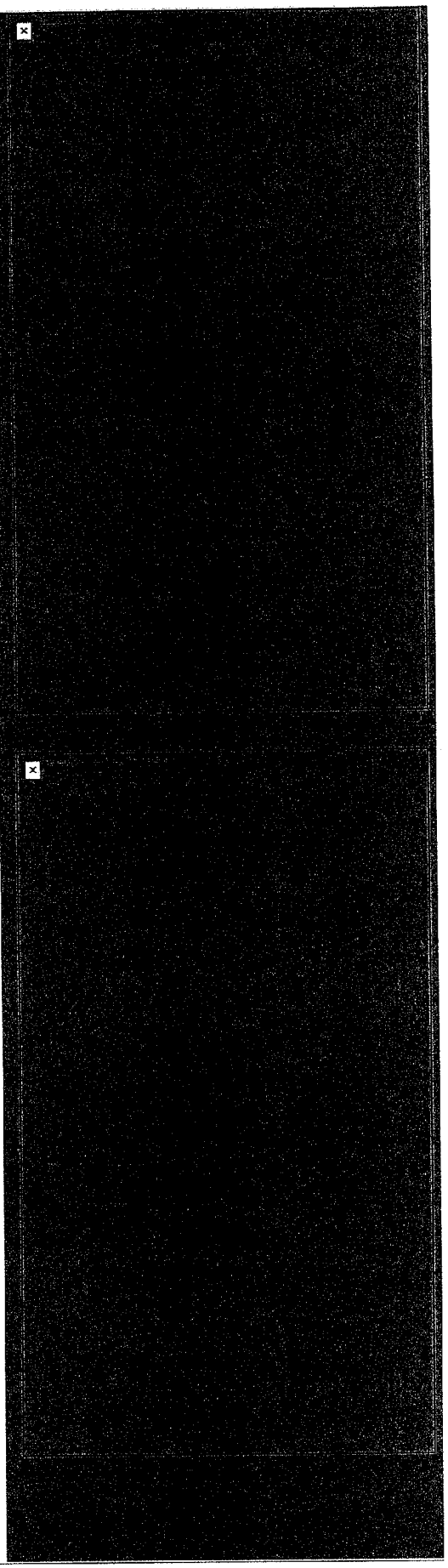
No, these are not The Batchelor auditions but other Progression Place players joining Michael and the mayor on stage: developer **John Gerber** of Four Points, Eagle Bank vice chair **Bob Pincus**, DC Council chair **Kwame Brown**, and developer **Bill Jarvis**. The project will include **100k SF** of Class-A LEED-certified office, **20k SF** of street-level retail, **205 apartments** (of which 51 will be affordable and workforce), and a 5k SF **"college knowledge center"** offering help with school applications and standardized test prep.



Ellis Development CEO **Chip Ellis** is also part of the development team. Looking on: **Rep. Eleanor Holmes Norton**, who lauded UNCF's move by saying **education** has meant **freedom** for many African-Americans here and that it's significant the office will be in **Shaw**, which she called the most historic of DC's neighborhoods. The mayor says education is what "levels the playing field."

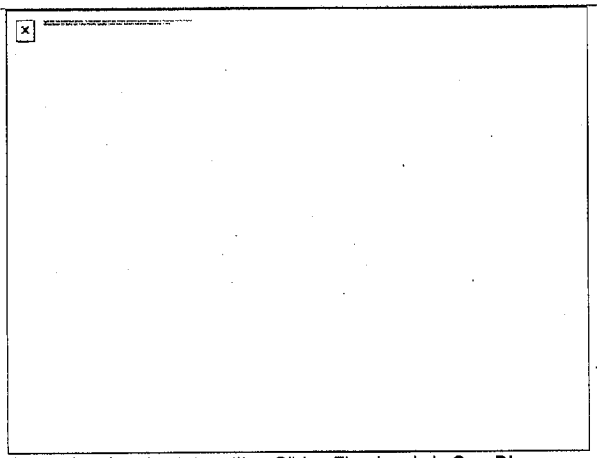


Eagle Bank's **Bob Pincus** talked of providing **$13M** of construction financing. Architects are Eric Colbert and Devereaux & Purnell, contractors are Davis and Gilford, construction started in December, and move-in is expected in **18 months**.

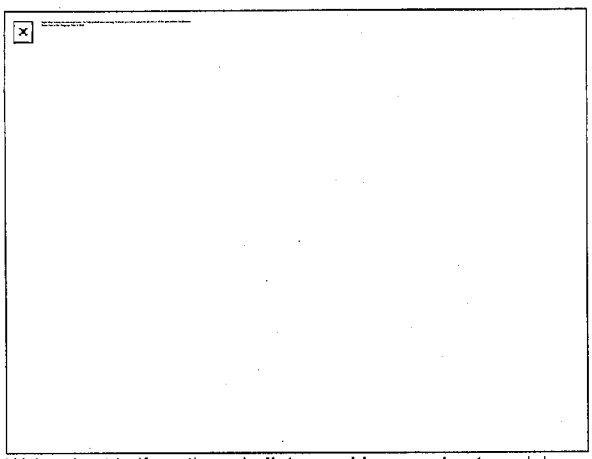


MONEY MONEY MONEY

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013134

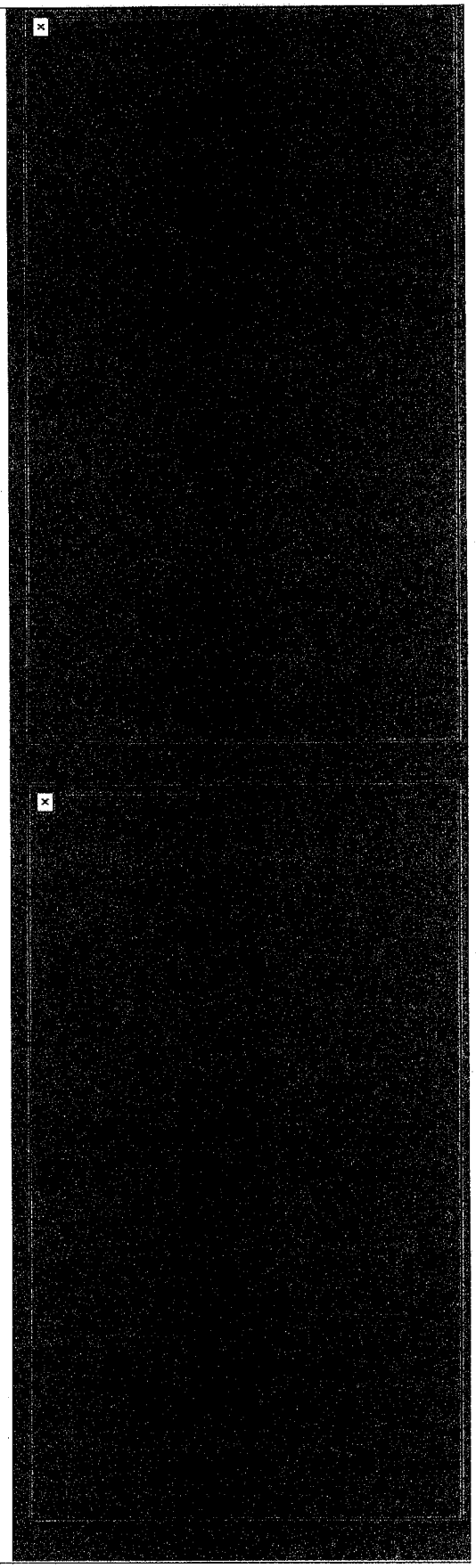


Our national real estate editor, Sibley Fleming, is in **San Diego today** covering the annual **Mortgage Bankers Association** finance and multifamily convention. She snapped these panelists saying that fundamentals are improving, assets are becoming more financeable, and real estate is looking good as a global investment again: MBA chairman **Michael Berman** (CEO of CWCapital), KeyBank Real Estate Capital EVP **E.J. Burke**, Cohen Financial CEO **Jack Cohen**, Morgan Stanley managing director **Timothy Gallagher**, Principal Real Estate Investors CEO **Patrick Halter**, and PNC Real Estate/Midland Loan Services EVP **Diana Reid**. Tim says during the boom, Morgan Stanley made casino and construction loans, which it shouldn't have, and the "spotlight on us right now is so much brighter than it's ever been."

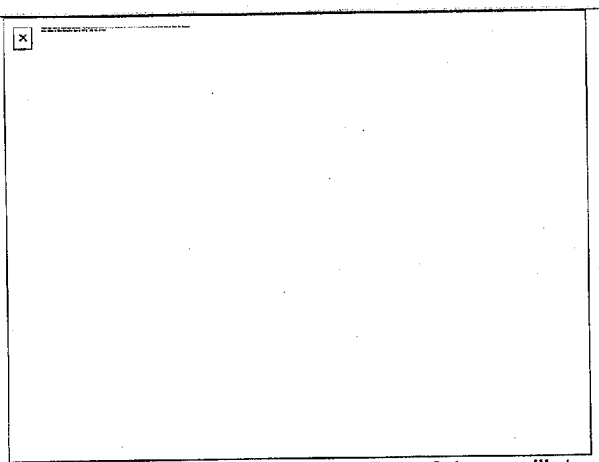


We're about halfway through **distressed loan workouts** and de-levering, Diana says, and the process is slow—asset by asset, borrower by borrower, situation by situation. The good news: The flow into **special servicing** is now equal to the outflow. As **FDIC bank closings** pick up, it's part of the sign that we're working our way through. E.J. says there's a perception there is tons more bad debt, but the top 25 banks' higher-quality loans make up **85% of the market,** while the remaining 7,750 small banks that typically did the riskier deals (eg, construction loans) make up 15% of the market.

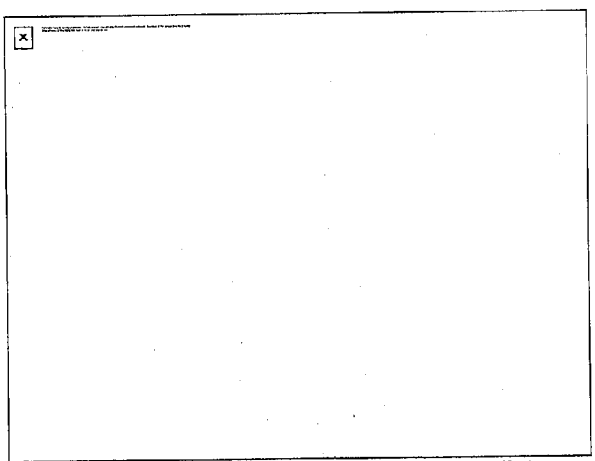
SUPER SCHMOOZE SNEAK PEEK: PING PONG DIM SUM



FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013135

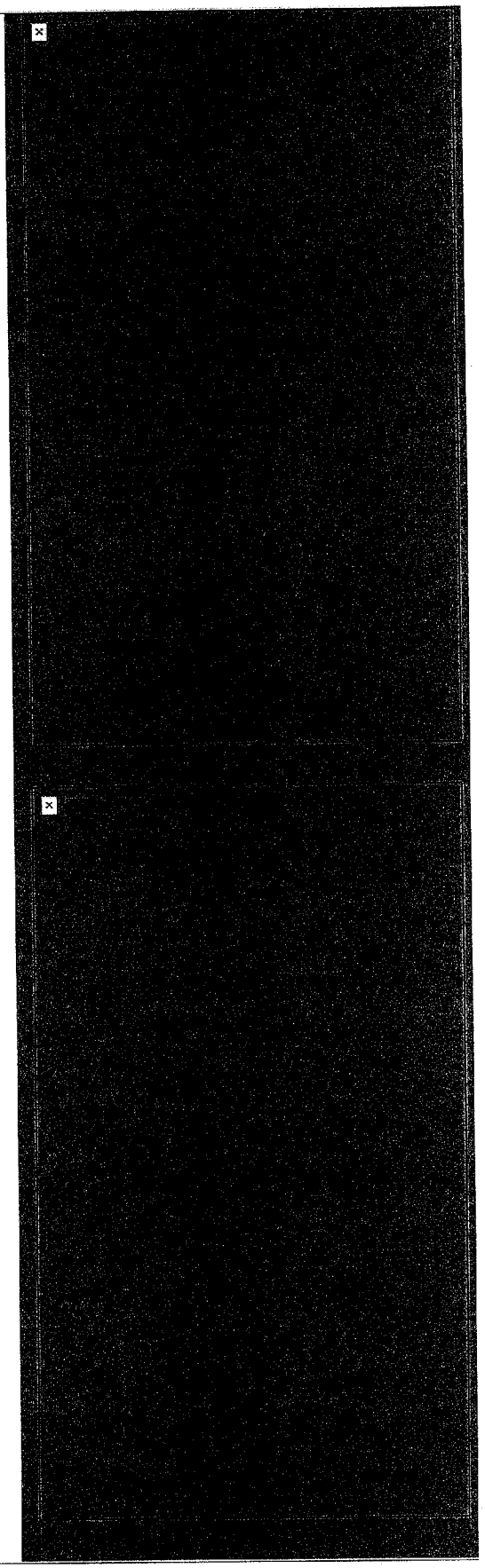


Among the **25 restaurants** serving at our **Super Schmooze III** at the National Building Museum tomorrow (Wed) evening: **Ping Pong** Dim Sum! The best way to describe dim sum, says sales and marketing manageer **Myca Ferrer**, is to call it **Chinese tapas**: individual servings of dishes meant to be shared. A lot of it's steamed, hence the steam mural in the background. The 7th and Eye St. NW location is the first in the US, but another is coming this summer just off Dupont Circle, and over **20 more** will open in the States in the next five years. More on Ping Pong here.



We snapped chief mixologist **Sheara Rivera** with a few offerings: **steamed lobster dumplings** and a lemongrass and lime cocktail. On the bar, there's a ginger and limoncello caipirinha, non-alcoholic hot flowering tea, and **fish rolls** (we didn't let any of it go to waste). Myca tells us two great times for dim sum are Sunday brunch (11am to 4pm, $45/person for unlimited food and mimosas), and **Yum Cha**, the 4 to 7pm, seven-day-a- week happy hour featuring "secret" dim sum specials. Want to do a taste test before you head over? See Ping Pong at *Bisnow's* **Super Schmooze III** this Wednesday at the National Building Museum. Sign up now!

MONTE CARLO REDUX



FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013136

Doggett, Rosalyn

From: Washington, Joel R.
Sent: Friday, March 13, 2009 11:45 AM
To: Doggett, Rosalyn
Subject: Accepted: Banneker with Bank of America CDC Construction Experience

Categories: Red Category

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013137

Doggett, Rosalyn

From: Maurice Perry [maurice.perry@bankofamerica.com]
Sent: Friday, March 20, 2009 12:34 PM
To: Doggett, Rosalyn
Subject: Accepted: Florida Ave Properties

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Montague, Joshua W.
Sent: Thursday, July 15, 2010 9:31 AM
To: Doggett, Rosalyn
Subject: RE: Shaw Howard Florida Avenue
Attachments: SAAM Letter returning deposit to Banneker 071510.docx

I was just about to send you a letter also. Probably should have checked with you before drafting. Since it is already done, my version is attached. I think that they are both fine for our purposes here.

One question about the deposit for you. In the Term Sheet, in Section 6.5, we promise to return the deposit *plus interest* upon receipt of C of O. But, in Section 7.7 – which concerns failure to reach a definitive agreement, we promise to return the deposit in the flat amount of $100,000 (*no mention is made of interest*).

I am not aware if this was done on purpose, if this violates our normal protocol, or even how much money we are talking here. But, just wanted to make sure that you were aware of this distinction.

Josh

From: Doggett, Rosalyn
Sent: Thursday, July 15, 2010 9:18 AM
To: Montague, Joshua W.
Subject: FW: Shaw Howard Florida Avenue

Please see draft letter attached. I have asked TREAS to calculate interest. Then I need to ask ACCT to cut a check. So the letter probably won't go out for another week.

From: Goldin, Steven
Sent: Wednesday, July 14, 2010 6:23 PM
To: Doggett, Rosalyn
Cc: Montague, Joshua W.
Subject: FW: Shaw Howard Florida Avenue

Please process. Have check sent to you so you and Josh can draft a letter to Banneker, which Carol signs off on. thnx

---

From: O'Keeffe, Carol B.
Sent: Wednesday, July 14, 2010 6:19 PM
To: Goldin, Steven
Cc: Bottigheimer, Nat
Subject: RE: Shaw Howard Florida Avenue

Yes. I think we should return the deposit.

From: Goldin, Steven
Sent: Wednesday, July 14, 2010 5:47 PM
To: O'Keeffe, Carol B.
Cc: Bottigheimer, Nat
Subject: FW: Shaw Howard Florida Avenue

Carol

Just learned of this; please advise

Steve

From: Doggett, Rosalyn
Sent: Wednesday, July 14, 2010 5:44 PM
To: Goldin, Steven
Cc: Montague, Joshua W.
Subject: Shaw Howard Florida Avenue

In April 2010, you wrote to Banneker Ventures notifying them that their exclusive negotiation period had expired on March 31. We have not returned to them their check for $100,000 Proposal Security. We also deposited into the TIIF their nonrefundable Option Fee of $100,000.

FOIA CONFIDENTIAL TREATMENT REQUESTED

It seems to me that we should now return the Proposal Security (with interest as we normally do).

Rosalyn P. Doggett
Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

rdoggett@wmata.com
202-962-2208 phone
202-962-2396 fax

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013140

Doggett, Rosalyn

From: Goldin, Steven
Sent: Wednesday, July 14, 2010 6:23 PM
To: Doggett, Rosalyn
Cc: Montague, Joshua W.
Subject: FW: Shaw Howard Florida Avenue

Please process. Have check sent to you so you and Josh can draft a letter to Banneker, which Carol signs off on, thnx

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To: Goldin, Steven
Cc: Montague, Joshua W.
Subject: Shaw Howard Florida Avenue

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Rosalyn P. Doggett
Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

rdoggett@wmata.com
202-962-2208 phone
202-962-2396 fax

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013141

Doggett, Rosalyn

From: Montague, Joshua W.
Sent: Friday, July 09, 2010 5:18 PM
To: Doggett, Rosalyn
Subject: RE: shaw howard
Attachments: Shaw-Howard Florida Avenue COUN Unsolicited Proposals Memo 7-9-10.doc

Attached is the clean version with my comments incorporated.

Have a good weekend!

Josh

From: Doggett, Rosalyn
Sent: Friday, July 09, 2010 3:10 PM
To: Montague, Joshua W.
Subject: shaw howard

How's this?

Rosalyn P. Doggett
Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

rdoggett@wmata.com
202-962-2208 phone
202-962-2396 fax

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013142

Doggett, Rosalyn

From: Montague, Joshua W.
Sent: Friday, July 09, 2010 5:00 PM
To: Doggett, Rosalyn
Subject: RE: shaw howard
Attachments: Shaw-Howard Florida Avenue COUN Unsolicited Proposals Memo 7-9-10.doc

Looks good, but I added a few comments. Let me know if you would like to discuss.

Josh

From: Doggett, Rosalyn
Sent: Friday, July 09, 2010 3:10 PM
To: Montague, Joshua W.
Subject: shaw howard

How's this?

Rosalyn P. Doggett
Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

rdoggett@wmata.com
202-962-2208 phone
202-962-2396 fax

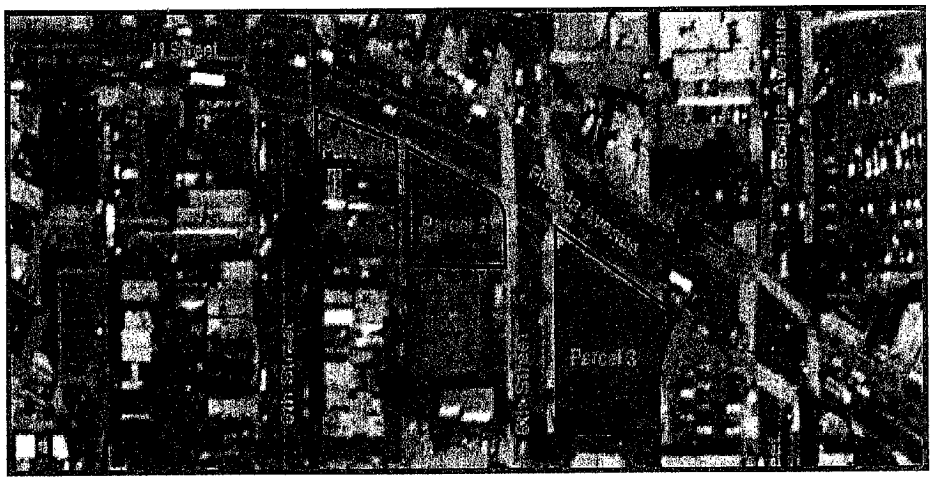
FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013143

Doggett, Rosalyn

From: Meister, Mark K.
Sent: Friday, April 23, 2010 2:59 PM
To: Doggett, Rosalyn
Subject: RE: shaw howard parcels

Thanks.

From: Doggett, Rosalyn
Sent: Friday, April 23, 2010 2:26 PM
To: Meister, Mark K.
Subject: shaw howard parcels



Rosalyn P. Doggett
Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

rdoggett@wmata.com
202-962-2208 phone
202-962-2396 fax

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013144

Doggett, Rosalyn

From: Goldin, Steven
Sent: Friday, April 23, 2010 9:46 AM
To: Doggett, Rosalyn
Subject: FW: Shaw-Howard/Florida Ave Dev Site

Please pick up this memo for me this morning

From: Barr, Cassandra
Sent: Thursday, April 22, 2010 3:54 PM
To: Bottigheimer, Nat; Goldin, Steven
Cc: Wallace, Maria A
Subject: Shaw-Howard/Florida Ave Dev Site

Memo is ok w/Mr. Graham and Mr. Albert.

Ready for p/u

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Bellamy, Michelle A.
Sent: Wednesday, March 24, 2010 12:44 PM
To: Goldin, Steven; Bottigheimer, Nat
Cc: Wallace, Maria A; Mohsberg, Sid; Doggett, Rosalyn
Subject: Shaw-Howard/Florida Avenue
Attachments: FL Ave.Shaw.Howard.pdf

Nat,

Attached is the file that will be copied and given to Loyda this afternoon. The comparison sheet was sent to her under separate cover earlier today. Loyda also requested that we delete the cover page and begin the document with the BAIS.

Also, Roz & Sid have reviewed this package.

Thanks,
Michelle

Michelle A. Bellamy
Washington Metropolitan Area Transit Authority
Office of Planning & Joint Development (PLJD)
202-962-2779
202-962-6258 Fax

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013146

Washington Metropolitan Area Transit Authority

Board Action/Information Summary

◉ Action ○ Information	MEAD Number: 100628	Resolution: ○ Yes ◉ No

TITLE:

New Amended Term Sheet Shaw-Howard/FL Av JD Site

PURPOSE:

Obtain Board action on an amended term sheet and additional time to negotiate a joint development agreement and lease for the Shaw-Howard/Florida Avenue joint development site to be brought to the Board not later than July 30, 2010.

DESCRIPTION:

In January 2010, the Board approved an extension to March 31, 2010 to bring an amended term sheet, with an improved financial offer, for the Shaw-Howard U station/Florida Avenue joint development site. Metro`s site consists of three separate parcels totaling 28,376 sf located between 7th and 9th streets NW in Washington, DC

The project presented in January had these features:

- A proposed development of 100,000 sf on Metro property consisting of ground floor retail along Florida Avenue and four stories of stick-built residential apartments above the retail space. Eight percent of the housing would be affordable under the District of Columbia`s mandatory Inclusionary Zoning regulations.

- Combining the Metro parcels between 8th and 9th streets with developer-controlled property on 9th Street to allow potentially greater density on Metro`s land. If any density increase were granted by the District of Columbia, Metro would receive an increase in rent representing Metro`s share of the combined properties.

- A 99-year ground lease with provisions for rent adjustment.

- A development team led by Banneker Ventures, LLC, with Banc of America Community Development Corporation (BACDC) as its development and financing partner.

FOIA CONFIDENTIAL TREATMENT REQUESTED

- A financial offer that the Board did not find satisfactory.

Having reviewed its options during the extension period, Banneker Ventures now proposes the following project:

- A proposed development of 153,000 sf with ground floor retail along Florida Avenue and four stories of stick built housing on the smallest parcel and six stories of light steel-gauge-construction housing on the larger two parcels. The project would still include 8% affordable housing. The higher amount of development is made possible by taking advantage of the light steel-gauge construction method so that bonus density allowed for affordable housing can be realized. If yet additional density were achieved, Metro would receive additional rent.

- A 75-year ground lease of the site with provisions for periodic rent adjustment.

- A development only on Metro parcels. The funds budgeted for acquisition of the adjacent non-Metro property would be used instead to pay ground rent to Metro.

- The development team led by Banneker currently retains BACDC as its development and financing partner. However, Banneker has indicated that BACDC is uncomfortable with a lease. Consequently, subsequent to term sheet approval, Banneker will seek another experienced development partner to be approved by Metro. BACDC is the third development partner that Banneker has proposed.

- A significantly improved financial offer.

- A provision in the joint development agreement and lease that, if foundations to street level are not fully completed within 7 months of the lease closing, Metro can default the developer and terminate the lease.

Metro facilities on the site consist of two underground rail tunnels and a vent shaft opening to 8th Street. These facilities would be reserved in perpetuity for Metro.

Staff is requesting that the Board act on the amended term sheet and a time extension to July 30, 2010 to bring to the Board a joint development agreement and lease for the site that conform to the amended term sheet.

FUNDING IMPACT:

FOIA CONFIDENTIAL TREATMENT REQUESTED **WMATA-INV 013148**

The revenue to Metro is significantly improved from that presented in January 2010 and is commensurate with the 2008 appraised value at developer selection.

Revenue from the project will be deposited into the Transit Infrastructure Investment Fund (TIIF).

RECOMMENDATION:

No recommendation

FOIA CONFIDENTIAL TREATMENT REQUESTED

FOIA CONFIDENTIAL TREATMENT REQUESTED

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

Time Extension for Negotiation and Amended Term Sheet for Lease of Shaw-Howard U./Florida Avenue Joint Development Site

Board Executive Session

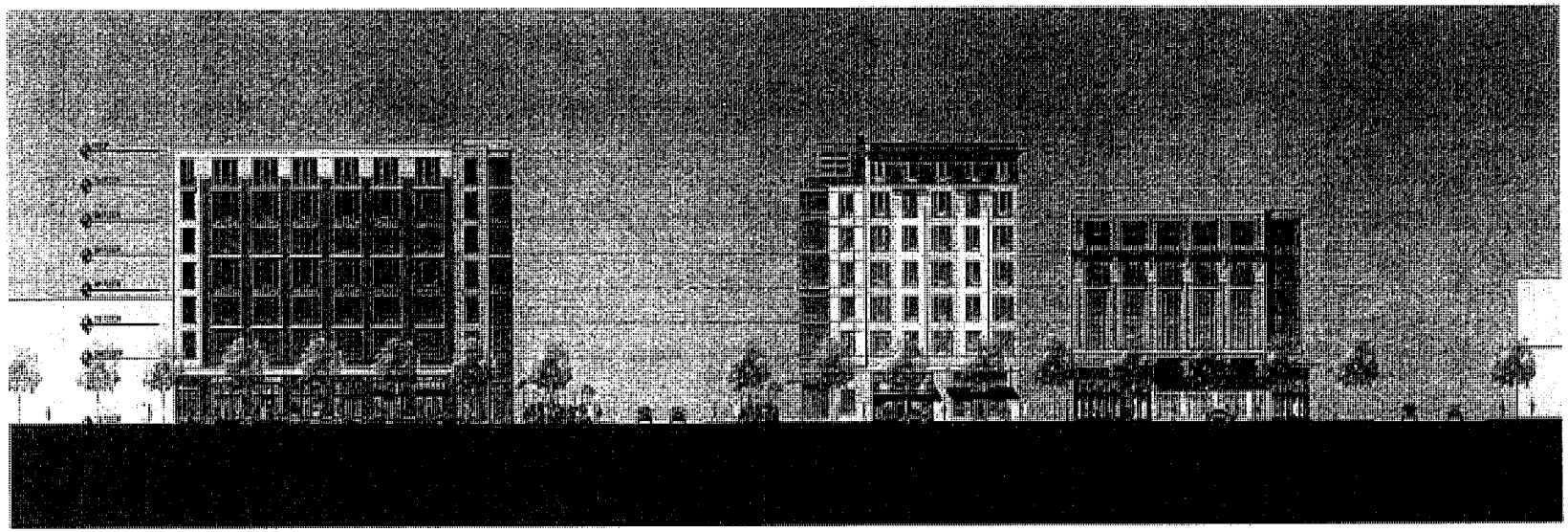
March 25, 2010

WMATA-INV 013150

FOIA CONFIDENTIAL TREATMENT REQUESTED

Purpose

- Obtain Board consideration of an amended term sheet
- Obtain Board consideration of a time extension to negotiate a final joint development agreement and lease for the Shaw-Howard U. station/Florida Avenue joint development site to be brought to the Board not later than July 2010



WMATA-INV 013151

FOIA CONFIDENTIAL TREATMENT REQUESTED

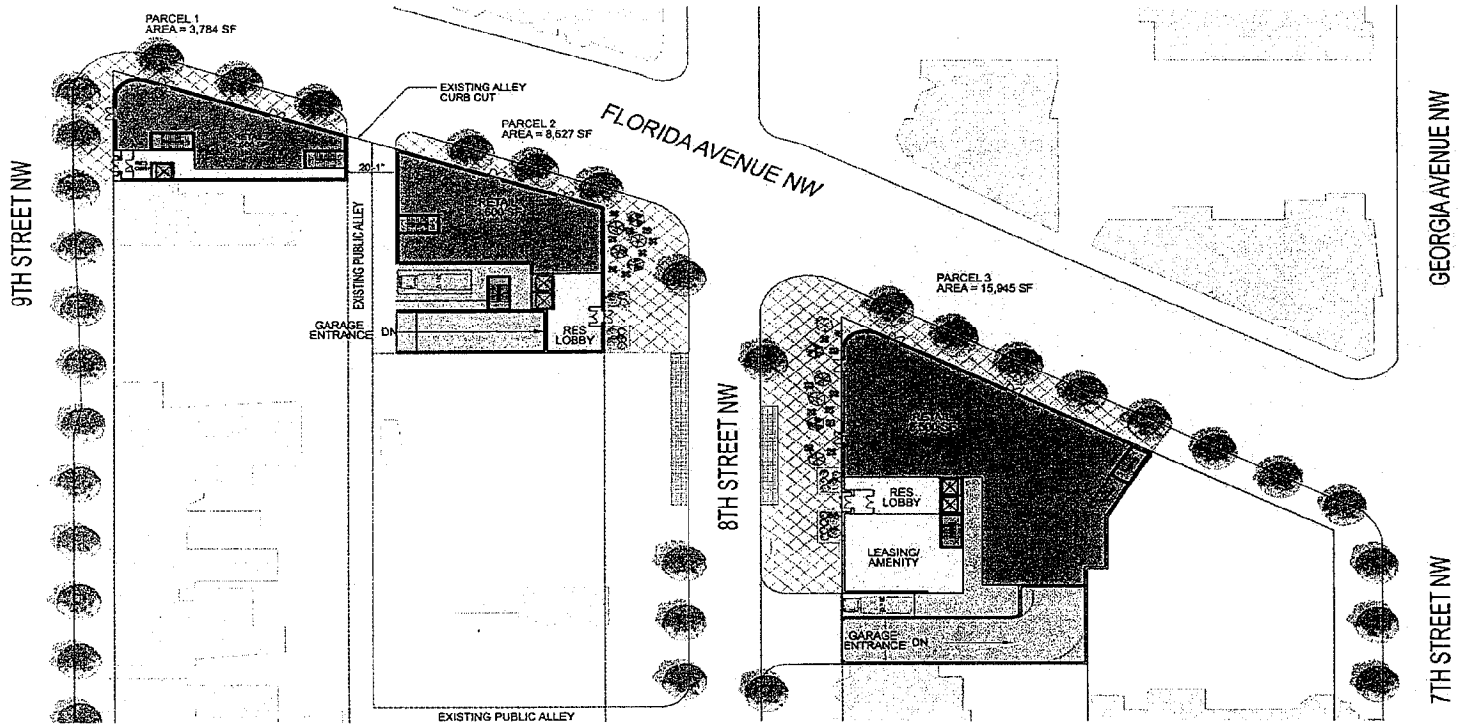
Prior Board Action

June 2008	Board approved Banneker Ventures team as developer and authorized staff to negotiate a joint development agreement with affordable housing included.
April 2009	After change of team members, Board approved extension of period to negotiate an amended term sheet with affordable housing included.
September 2009	Board approved extension to December 2009 to negotiate an amended term sheet and joint development agreement.
January 2010	Board approved extension to March 2010 to negotiate an improved, amended term sheet.

WMATA-INV 013152

FOIA CONFIDENTIAL TREATMENT REQUESTED

Current Status



Developer proposes to develop three separate Metro parcels with retail at ground level, apartments above.

WMATA-INV 013153

FOIA CONFIDENTIAL TREATMENT REQUESTED

Current Status

- Banneker Ventures is developer
- Term sheet reflects appraised value, affordable housing under Inclusionary Zoning and extraordinary costs of constructing facilities over Metro tunnels
- Additional revenues to Metro may be generated through participation in capital events
- Ground lease has provisions for periodic rent adjustment

WMATA-INV 013154

FOIA CONFIDENTIAL TREATMENT REQUESTED

Current Status

- Obtain Board consideration of an amended term sheet
- Obtain Board consideration of a time extension to negotiate a final joint development agreement and lease for the Shaw-Howard U. station/Florida Avenue joint development site to be brought to the Board not later than July 2010

WMATA-INV 013155

FOIA CONFIDENTIAL TREATMENT REQUESTED

COMPARISON OF TERMS - SHAW-HOWARD U/FLORIDA AVENUE SITE

	Original - 2008	1st Revision - January 2010	2nd Revision - March 2010
Developer:	A LLC to be formed by Banneker Ventures, the District Group, LLC & Metropolis Development Co.	The Jazz at Florida Avenue, a District of Columbia LLC, whose principals are Banneker Ventures LLC and Banc of America Community Development Corp.	The Jazz at Florida Avenue, a District of Columbia LLC, whose principal is Banneker Ventures LLC.
Site Description:	The 28,376 SF site consists of 3 separate parcels on the south side of Florida Ave. between 7th & 9th Streets, NW in Washington, DC. The parcels are undeveloped & were used for construction of the Green Line tunnel, which lies partially beneath each parcel. The sites are no longer needed by WMATA.	Same as original, but WMATA parcels to be combined with developer's adjacent 7,720 sf parcels on 9th St. Developer will construct building that straddles the Metro and Developer parcels.	Same as original
Developer's Proposal:	104 apartments with 11,750 SF of ground floor retail-arts uses totaling 130,000 SF of above-grade development	100,711 SF on Metro site: 10,000 ground floor retail-arts with housing above. 8% affordable. Combined sites development of 157,000 SF. Metro gets 79% of value of combined sites.	153,000 sf consisting of 14,600 sf of ground floor retail-arts with 138 apartments above. At least 8% of housing is expected to be affordable at maximum 80% AMI per DC Inclusionary Zoning regulations.
Terms & Conditions of Proposed Ground Lease:			
Lease Term:	60 years	99 years	75 years
Lease Closing:	20 months after development agreement execution	600 days after development agreement execution	630 days after development agreement execution
Default Provision:	No provision	No provision	Lease is in default if garage/foundation level is not complete by 210 days (7 months) after lease closing
Construction Completion	18 months after lease closing	Same as original	Same as original
Performance Security:	$250,000	Same as original	Same as original
Option Fee:	$100,000 upon Term Sheet approval	Same as original	Same as original
Pre-Closing Rent:	$100,000/year upon development agreement rising to $130,000/year	$50,000 for 1st year after development agreement; $65,000 for 2nd year; $80,000/year thereafter	Same as January
Additional Density:	$4.20/year rent for additional FAR sf prior to closing; to be determined by appraisal after closing	$46.59/FAR sf with $74.55/FAR sf deduction for any added Inclusionary Zoning (IZ) affordable housing prior to closing; to be determined by appraisal after closing	Same as January
Base Rent	$597,000/year upon the earlier of stabilization or 45 months from development agreement date	$2,800,000 capitalized lease payment at closing less Additional Costs Credit TBD	$5,200,000 capitalized lease payment to be paid at closing less Additional Costs Credit TBD

WMATA-INV 013156

FOIA CONFIDENTIAL TREATMENT REQUESTED

COMPARISON OF TERMS - SHAW-HOWARD U/FLORIDA AVENUE SITE

	Original - 2008	1st Revision - January 2010	2nd Revision - March 2010
Base Rent Escalation:	1.5%/year for 1st 10 years, then 3%/year thereafter	None	None
Base Rent Revaluation:	Every 10 years	On 50th year, property is appraised to determine monthly rent; monthly rent escalates 3% every year; monthly rent is re-set every 10 years via appraisal	Same as January
Participating Rent:	None	1.5% of effective gross income	None
Capital Event Participation:	10% of net proceeds	2% of gross for sale or assignment & 2% of adjusted gross on refinance	Same as January
Estimated Value to Metro:	$14,000,000 NPV of Developer's offer	$2,800,000 NPV of Developer's offer for first 50 years. No residual land value included	$5,783,000 NPV of Developer's offer for first 50 years including residual land value
Appraised Value of Property:	$7,500,000 Appraised Land Value (did not include reduction for costs of building over Metro Tunnels est. at $2.3 million by Metro in 2008) $525,000 Base 1st Year Rent (Appraisal by Integra in August 2007)	$2,020,000 Capitalized Lease Value (Appraisal by Harps & Harps in August 2009 and Integra in October 2009)	Same as January

WMATA-INV 013157

Doggett, Rosalyn

From: Bottigheimer, Nat
Sent: Monday, March 15, 2010 12:30 PM
To: jkass@dccouncil.us
Cc: Pant, Shiva K.; Green, Jennifer A.; Doggett, Rosalyn; Mohsberg, Sid; Goldin, Steven; Sequeira, Loyda
Subject: Transmittal memo to accompany term sheet details and public session powerpoint
Attachments: rev_FL_AVE_Memo_3-12-10 nb edits 2.doc

Jonathan—

As you requested earlier, attached is a copy of the memo we plan on sending to the Board along with the other materials. We can discuss this in more detail on Thursday.

Best wishes,

Nat

FOIA CONFIDENTIAL TREATMENT REQUESTED

M E M O R A N D U M

SUBJECT: Amended Term Sheet
Shaw-Howard U/Florida Avenue
Joint Development Site

DATE: March 12, 2010

FROM: PLJD - Nat Bottigheimer

TO: GMGR - John B. Catoe

This memorandum is in response to your request for an update on the subject issue. As you are aware, in January 2010, staff presented Banneker Ventures' proposed terms for the disposition of Metro properties along Florida Avenue. At that time, the Board requested Banneker to return with an improved offer.

In response, Banneker has updated its proposal, and attached with this memo is a detailed comparison of the terms proposed in 2008, in January 2010, and the present March 2010 proposal. As you requested, I am providing you this memo summarizing Banneker's new proposed terms so that you can transmit these materials to Board members.

In several significant ways Banneker has improved its offer:

- The value of the offer is higher, a $5.2 million capitalized lease payment at closing versus a $2.8 million proposal in January. It results from the Developer's being able to take advantage of the density bonus for affordable housing through a construction technique not previously envisioned and eliminating costs of acquiring adjacent land.
- Development will occur only on Metro parcels which greatly simplifies implementation. In January the Developer had proposed combining Metro's parcels with those under Developer control and constructing a building straddling both parcels; this compromised Metro's control of its own land in the event of a Developer default. Now that issue has been eliminated.
- A 75-year lease term is proposed instead of the 99-year term put forth in January, allowing Metro, if it wants, to recapture the site at an earlier point in time.
- As requested by the Board, there is a provision that allows Metro to recapture the site should the Developer not proceed in a timely manner. Metro can default the Developer and then terminate the lease if the foundation/garage level of the development is not completed within 28 months of execution of a joint development agreement.

Washington
Metropolitan Area
Transit Authority

As with all Board term sheet approvals, any material changes in project details, terms, development principals, etc. would be brought before the Board for review as part of action related to a final Joint Development Agreement. If the Board approves the terms summarized above, staff will return to the Board for approval of a Joint Development Agreement in the June/July timeframe.

Overall, the current offer is commensurate with Metro's appraisal at the time of Developer selection in 2008.

Doggett, Rosalyn

From: Montague, Joshua W.
Sent: Tuesday, March 09, 2010 11:41 AM
To: Doggett, Rosalyn
Subject: RE: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-FloridaAvenue Sites
Attachments: WMATA Term Sheet for Lease of Shaw-Howard Florida Ave Sites (CLEAN 110409).doc

I think this is the correct one.

From: Doggett, Rosalyn
Sent: Tuesday, March 09, 2010 11:39 AM
To: Montague, Joshua W.
Subject: RE: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-FloridaAvenue Sites

Yes, but which term sheet

From: Montague, Joshua W.
Sent: Tuesday, March 09, 2010 11:36 AM
To: Doggett, Rosalyn
Subject: FW: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-FloridaAvenue Sites

Is this what you meant?

From: Goldin, Steven
Sent: Monday, November 16, 2009 8:59 AM
To: Doggett, Rosalyn; Montague, Joshua W.
Subject: Re: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-FloridaAvenue Sites

Good, thanks. He will call; stand your ground

From: Doggett, Rosalyn
To: Omar A. Karim
Sent: Mon Nov 16 08:54:26 2009
Subject: FW: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-FloridaAvenue Sites
Omar, once again the term sheet was sent out to the Board on Friday for its consideration on Thursday November 16.

Please note the two points below in Josh Montague's e-mail, which we will adhere to. If you want further explanation, which does not appear necessary to us because we have already given you reasons, do feel free to give me a call.
Many thanks,
Roz

From: Goldin, Steven
Sent: Friday, November 13, 2009 6:33 PM
To: Montague, Joshua W.; Doggett, Rosalyn; Bottigheimer, Nat
Subject: Re: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-FloridaAvenue Sites

Agreed. Roz; please advise Omar next Monday.
Steve

From: Montague, Joshua W.
To: Goldin, Steven; Doggett, Rosalyn
Sent: Fri Nov 13 18:29:16 2009
Subject: FW: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-FloridaAvenue Sites
Per our meeting today, this is a reminder that we should inform the developer of the following:

1. There will be no more negotiating of the terms after the board approves the Term Sheet; and

2. The Developer must work off of the Florida Ave Lease draft that was sent to them by WMATA on 7/24/09. We cannot work off of the Rhode Island Ave Lease for reasons previously provided to John Hagner and Omar Karim.

Have a good weekend,

Josh

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013161

From: Omar Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, November 04, 2009 10:42 PM
To: Anthony James Ives; Tiwana Hicks; Montague, Joshua W.; John Hagner; O'Keeffe, Carol B.; Bottigheimer, Nat
Cc: Yohance S. Fuller; jkass@dccouncil.us; Marshall, Malcolm; Meister, Mark K.; Doggett, Rosalyn; Goldin, Steven
Subject: Re: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-FloridaAvenue Sites

Nat,

Thanks for your thoughts. We appreciate them. For purposes of tomorrow, we accept the Term Sheet as sent to us this evening.

Following approval of the Term Sheet, we will give more thought to this particular issue to help come up with a way to meet your goals. Should we be able to come up with an agreeable solution prior to finalizing the JDA and Lease, we could include the solution in these docs. Alternatively, there is probably even more time bt approval of these docs and execution of the Lease prior to Closing to come up with solutions. In either case, we promise to provide you and your team with some solutions to address the concerns of all parties.

Thanks for working so hard on this. Finalizing the JDA and Lease should now be a piece of cake.

Omar
Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Bottigheimer, Nat" <NBottigheimer@wmata.com>
Date: Wed, 4 Nov 2009 21:01:52 -0500
To: O'Keeffe, Carol B.<cokeeffe@wmata.com>; Montague, Joshua W.<jwmontague@wmata.com>; aives@bannekerventures.com<aives@bannekerventures.com>; okarim@bannekerventures.com<okarim@bannekerventures.com>; thicks@bannekerventures.com<thicks@bannekerventures.com>; jhagner@wcsr.com<jhagner@wcsr.com>
Cc: Goldin, Steven<sgoldin@wmata.com>; Doggett, Rosalyn<RDoggett@wmata.com>; Meister, Mark K.<MMeister@wmata.com>; Marshall, Malcolm<MMarshall@wmata.com>; jkass@dccouncil.us<jkass@dccouncil.us>; Yohance S. Fuller<Yohance.Fuller@dc.gov>
Subject: RE: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites

John--

I heard a problem and I didn't hear a solution. Also, for the reasons laid out below, I don't understand at all your concept that we're making an above market imposition on the Developer.

Here are our premises:

It's our land.

Long-term real estate values in the DC region have grown faster than 3%. A location on U Street in between U Street and Shaw/Howard stations has growth potential and value stability unlike the vast majority of property in the region, and its long-term appreciation value is significant.

Agreeing to a lease that is based on an escalation rate less than the the property's probable long-term appreciation rate is selling ourselves short. Marking to market each decade and then holding constant for each 10-year period while property values and lease-rates available to building owners appreciate is leaving significant value on the table each year in a decade.

Without going to a spreadsheet, if we were simply to mark to market each decade, in year one of any given decade we'd get 4% less than the rental income available to a building owner on average. The next year we'd get 8% less than full value, the next year 12% less than full value, each year the same until the last year of the decade, when we'd be getting 42% below full value. That's a lot of value to leave on the table by marking to market each decade and holding constant for 10 years. Having a 3% escalation rate each year through the decade is intended to keep the rent to us, the land-owner, comparable but slightly below the long-term average increase in value until the next reset. The language we've provided is intended to keep us at rent levels close to market value for each year of the remaining 39 years of the lease without giving away the game, as your proposals would appear to have us do.

Other premises:

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013162

At Twinbrook, we negotiated a lease with JBG with precisely the terms we proposed.

Long-term leases are finance-able at terms less than 99 years.

If you have a concern about lender certainty and project finance-ability, as you suggest you do, we are open to proposals that do not systematically erode Metro's ability to realize the value of its land over the period 60-99. We're open to a capitalization of future rent at year 60 for the period 60-99, and we're open to rent levels re-set every decade to be constant for the decade, but if rent levels are reset to be constant for a decade for the purpose of certainty, then they should be set above market for the first five years of the decade with the expectation that they'd be below market the second half. Maybe you have other thoughts.

Until we hear a counter that protects our value in a market-rate setting from years 60-99, the proposal we've made is our final proposal.

Respectfully,

Nat

From: John Hagner [mailto:JHagner@wcsr.com]
Sent: Wednesday, November 04, 2009 6:24 PM
To: O'Keeffe, Carol B.; Montague, Joshua W.
Cc: Anthony (Tony) James Ives(aives@bannekerventures.com); Omar A. Karim Esquire (okarim@bannekerventures.com); Tiwana Z. HicksEsquire (thicks@bannekerventures.com)
Subject: RE: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites

Carol and Josh: Let me share my response to the final change mandated by WMATA. The effects of this change are as follows:

1. WMATA will charge more than the Fair Rental Value of the Lease Property after the 61st lease year. If the Monthly Lease Payments are based on Fair Rental Value, then the 3% escalation either has to be considered in setting the Monthly Lease Payments or the escalation is an above-market imposition on the DEVELOPER. When the Fair Rental Value is determined by the three appraisers, their determination is for a period of years. WMATA is not recognizing that fact and holding the Monthly Lease Payments to the Fair Rental Value during the time period determined by the three appraisers.

2. Resetting the Monthly Lease Payments to Fair Rental Value every ten years makes the Lease un-financeable after the 60th lease year. No institutional lender will make a loan longer than ten years under these circumstances, which eliminates all the Federal and GSE (Government Sponsored Entities, *i.e.*, Fannie Mae and Freddie Mac) as lenders. To be precise, the lender will only make a loan that self-amortizes in ten years because no institutional lender will take the risk of an unlimited base rent increase while their loan is still unpaid. I'm sharing this from actual experience of litigating an almost identical issue for almost five years in the District of Columbia where the tenant under a long-term ground lease which had periodic repricing to full market rent could not refinance the leasehold estate on a permanent loan basis. This meant the tenant could not refinance the leasehold estate to pay for the needed renovation of the building and the substantial tenant improvements and lease brokerage fees to prepare for a full-building tenant. As you would expect, the tenant sued the landlord to modify the ground lease. I can't share anymore because the litigation settled under a strict confidentiality agreement. However, the "lesson learned" from this experience is that ground leases with short-term periodic repricing of the ground rent can't be refinanced on the long-term basis needed for major renovations and improvements.

I respectfully believe the last change vitiates the benefit of a lease over 60 years.

John

John D. Hagner
Womble Carlyle Sandridge & Rice, PLLC | 1401 Eye St., NW | Suite 700 | Washington, DC 20005-2225
T: 202.857.4404 | F: 202.261.0004 | E: jhagner@wcsr.com | W: www.wcsr.com

From: Montague, Joshua W. [mailto:jwmontague@wmata.com]
Sent: Wednesday, November 04, 2009 5:57 PM
To: Hagner, John

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013163

Cc: O'Keeffe, Carol B.
Subject: FW: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites

Attached is the updated Term Sheet described below.

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority
600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

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From: O'Keeffe, Carol B.
Sent: Wednesday, November 04, 2009 5:43 PM
To: John Hagner
Cc: Montague, Joshua W.
Subject: RE: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites

John, Josh is sending a revision that puts in a different reset that Nat will accept; he had not agreed to 99 years and is only willing to go forward with the reset provisions that Josh will send. We have spoken with Mr. Karim who seems to have accepted it, but this is an impossible way to do a deal. I know that you are not causing it.

From: John Hagner [mailto:JHagner@wcsr.com]
Sent: Wednesday, November 04, 2009 5:38 PM
To: O'Keeffe, Carol B.
Cc: Montague, Joshua W.
Subject: Re: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites

Carol: I'm on a large conference call which I can't get out of. I'll listen to your voicemail and call you as soon as I'm off.
John
John D. Hagner
Womble Carlyle Sandridge & Rice, PLLC
202.857.4404 Direct
Sent from my Blackberry. Please excuse typos.

From: O'Keeffe, Carol B. <cokeeffe@wmata.com>
To: Yohance S. Fuller <Yohance.Fuller@dc.gov>; Omar A. Karim <okarim@bannekerventures.com>; Montague, Joshua W. <jwmontague@wmata.com>
Cc: aives@bannekerventures.com <aives@bannekerventures.com>; mmckinney@bannekerventures.com <mmckinney@bannekerventures.com>; Tiwana Hicks <thicks@bannekerventures.com>; Neil.Albert@dc.gov <Neil.Albert@dc.gov>; Hagner, John; Bottigheimer, Nat <NBottigheimer@wmata.com>; Doggett, Rosalyn <RDoggett@wmata.com>; Goldin, Steven <sgoldin@wmata.com>
Sent: Wed Nov 04 17:25:10 2009
Subject: RE: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites
Not yet; we are working on it and will call John Hagner.

From: Yohance (EOM) Fuller [mailto:yohance.fuller@dc.gov]
Sent: Wednesday, November 04, 2009 5:22 PM
To: Omar A. Karim; Montague, Joshua W.
Cc: aives@bannekerventures.com; mmckinney@bannekerventures.com; Tiwana Hicks; Neil.Albert@dc.gov; O'Keeffe, Carol B.; John Hagner; Bottigheimer, Nat; Doggett, Rosalyn; Goldin, Steven
Subject: RE: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites

Josh/Nat –

I'm writing to confirm whether both parties are in agreement and that WMATA staff is prepared to recommend approval of the term sheet during the committee meeting and special board meeting tomorrow. Please advise.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Thanks,

Yohance

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, November 04, 2009 3:45 PM
To: 'Montague, Joshua W.'
Cc: 'Bottigheimer, Nat'; 'O'Keeffe, Carol B.'; 'Goldin, Steven'; 'Doggett, Rosalyn'; Fuller, Yohance (EOM); Albert, Neil (EOM); 'John Hagner'; 'Tiwana Hicks'; mmckinney@bannekerventures.com; aives@bannekerventures.com
Subject: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites
Importance: High

Josh,

In preparation of tomorrow's Board meeting, attached are the following:

1. Amended and Restated Term Sheet revised in accordance with the discussions since Monday, which finalizes our understanding; and
2. "Redline...#157; of the Amended and Restated Term Sheet against the version that we provided to WMATA on November 2, 2009 at 6:20p.

The revised language on Capital Events was taken from the term sheet for Rhode Island Ave., and the concept of adjusting the base rent for additional density stops after the first 60 years because the re-appraisal will be based on the Leased Property as if vacant, thereby assuming the maximum density has been constructed on the land.

Please contact me with any questions or comments.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

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Doggett, Rosalyn

From: Montague, Joshua W.
Sent: Tuesday, March 09, 2010 11:36 AM
To: Doggett, Rosalyn
Subject: FW: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-FloridaAvenue Sites

Is this what you meant?

From: Goldin, Steven
Sent: Monday, November 16, 2009 8:59 AM
To: Doggett, Rosalyn; Montague, Joshua W.
Subject: Re: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-FloridaAvenue Sites

Good, thanks. He will call; stand your ground

From: Doggett, Rosalyn
To: Omar A. Karim
Sent: Mon Nov 16 08:54:26 2009
Subject: FW: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-FloridaAvenue Sites
Omar, once again the term sheet was sent out to the Board on Friday for its consideration on Thursday November 16.

Please note the two points below in Josh Montague's e-mail, which we will adhere to. If you want further explanation, which does not appear necessary to us because we have already given you reasons, do feel free to give me a call.
Many thanks,
Roz

From: Goldin, Steven
Sent: Friday, November 13, 2009 6:33 PM
To: Montague, Joshua W.; Doggett, Rosalyn; Bottigheimer, Nat
Subject: Re: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-FloridaAvenue Sites

Agreed. Roz; please advise Omar next Monday.
Steve

From: Montague, Joshua W.
To: Goldin, Steven; Doggett, Rosalyn
Sent: Fri Nov 13 18:29:16 2009
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1. There will be no more negotiating of the terms after the board approves the Term Sheet; and

2. The Developer must work off of the Florida Ave Lease draft that was sent to them by WMATA on 7/24/09. We cannot work off of the Rhode Island Ave Lease for reasons previously provided to John Hagner and Omar Karim.

Have a good weekend,

Josh

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Sent: Wednesday, November 04, 2009 10:42 PM
To: Anthony James Ives; Tiwana Hicks; Montague, Joshua W.; John Hagner; O'Keeffe, Carol B.; Bottigheimer, Nat
Cc: Yohance S. Fuller; jkass@dccouncil.us; Marshall, Malcolm; Meister, Mark K.; Doggett, Rosalyn; Goldin, Steven
Subject: Re: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-FloridaAvenue Sites

Nat,

Thanks for your thoughts. We appreciate them. For purposes of tomorrow, we accept the Term Sheet as sent to us this evening.

Following approval of the Term Sheet, we will give more thought to this particular issue to help come up with a way to meet your goals. Should we be able to come up with an agreeable solution prior to finalizing the JDA and Lease, we could include the solution in these docs. Alternatively, there is probably even more time bt approval of these docs and execution of the Lease prior to Closing to come up with solutions. In either case, we

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013166

promise to provide you and your team with some solutions to address the concerns of all parties.

Thanks for working so hard on this. Finalizing the JDA and Lease should now be a piece of cake.

Omar
Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 office
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: "Bottigheimer, Nat" <NBottigheimer@wmata.com>
Date: Wed, 4 Nov 2009 21:01:52 -0500
To: O'Keeffe, Carol B.<cokeeffe@wmata.com>; Montague, Joshua W.<jwmontague@wmata.com>; aives@bannekerventures.com<aives@bannekerventures.com>; okarim@bannekerventures.com<okarim@bannekerventures.com>; thicks@bannekerventures.com<thicks@bannekerventures.com>; jhagner@wcsr.com<jhagner@wcsr.com>
Cc: Goldin, Steven<sgoldin@wmata.com>; Doggett, Rosalyn<RDoggett@wmata.com>; Meister, Mark K.<MMeister@wmata.com>; Marshall, Malcolm<MMarshall@wmata.com>; jkass@dccouncil.us<jkass@dccouncil.us>; Yohance S. Fuller<Yohance.Fuller@dc.gov>
Subject: RE: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites

John--

I heard a problem and I didn't hear a solution. Also, for the reasons laid out below, I don't understand at all your concept that we're making an above market imposition on the Developer.

Here are our premises:

It's our land.

Long-term real estate values in the DC region have grown faster than 3%. A location on U Street in between U Street and Shaw/Howard stations has growth potential and value stability unlike the vast majority of property in the region, and its long-term appreciation value is significant.

Agreeing to a lease that is based on an escalation rate less than the the property's probable long-term appreciation rate is selling ourselves short. Marking to market each decade and then holding constant for each 10-year period while property values and lease-rates available to building owners appreciate is leaving significant value on the table each year in a decade.

Without going to a spreadsheet, if we were simply to mark to market each decade, in year one of any given decade we'd get 4% less than the rental income available to a building owner on average. The next year we'd get 8% less than full value, the next year 12% less than full value, each year the same until the last year of the decade, when we'd be getting 42% below full value. That's a lot of value to leave on the table by marking to market each decade and holding constant for 10 years. Having a 3% escalation rate each year through the decade is intended to keep the rent to us, the land-owner, comparable but slightly below the long-term average increase in value until the next reset. The language we've provided is intended to keep us at rent levels close to market value for each year of the remaining 39 years of the lease without giving away the game, as your proposals would appear to have us do.

Other premises:

At Twinbrook, we negotiated a lease with JBG with precisely the terms we proposed.

Long-term leases are finance-able at terms less than 99 years.

If you have a concern about lender certainty and project finance-ability, as you suggest you do, we are open to proposals that do not systematically erode Metro's ability to realize the value of its land over the period 60-99. We're open to a capitalization of future rent at year 60 for the period 60-99, and we're open to rent levels re-set every decade to be constant for the decade, but if rent levels are reset to be constant for a decade for the purpose of certainty, then they should be set above market for the first five years of the decade with the expectation that they'd be below market the second half. Maybe you have other thoughts.

Until we hear a counter that protects our value in a market-rate setting from years 60-99, the proposal we've made is our final proposal.

Respectfully,

Nat

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From: John Hagner [mailto:JHagner@wcsr.com]
Sent: Wednesday, November 04, 2009 6:24 PM
To: O'Keeffe, Carol B.; Montague, Joshua W.
Cc: Anthony (Tony) James Ives(aives@bannekerventures.com); Omar A. Karim Esquire (okarim@bannekerventures.com); Tiwana Z. HicksEsquire (thicks@bannekerventures.com)
Subject: RE: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites

Carol and Josh: Let me share my response to the final change mandated by WMATA. The effects of this change are as follows:

1. WMATA will charge more than the Fair Rental Value of the Lease Property after the 61st lease year. If the Monthly Lease Payments are based on Fair Rental Value, then the 3% escalation either has to be considered in setting the Monthly Lease Payments or the escalation is an above-market imposition on the DEVELOPER. When the Fair Rental Value is determined by the three appraisers, their determination is for a period of years. WMATA is not recognizing that fact and holding the Monthly Lease Payments to the Fair Rental Value during the time period determined by the three appraisers.

2. Resetting the Monthly Lease Payments to Fair Rental Value every ten years makes the Lease un-financeable after the 60th lease year. No institutional lender will make a loan longer than ten years under these circumstances, which eliminates all the Federal and GSE (Government Sponsored Entities, *i.e.*, Fannie Mae and Freddie Mac) as lenders. To be precise, the lender will only make a loan that self-amortizes in ten years because no institutional lender will take the risk of an unlimited base rent increase while their loan is still unpaid. I'm sharing this from actual experience of litigating an almost identical issue for almost five years in the District of Columbia where the tenant under a long-term ground lease which had periodic repricing to full market rent could not refinance the leasehold estate on a permanent loan basis. This meant the tenant could not refinance the leasehold estate to pay for the needed renovation of the building and the substantial tenant improvements and lease brokerage fees to prepare for a full-building tenant. As you would expect, the tenant sued the landlord to modify the ground lease. I can't share anymore because the litigation settled under a strict confidentiality agreement. However, the "lesson learned" from this experience is that ground leases with short-term periodic repricing of the ground rent can't be refinanced on the long-term basis needed for major renovations and improvements.

I respectfully believe the last change vitiates the benefit of a lease over 60 years.

John

John D. Hagner
Womble Carlyle Sandridge & Rice, PLLC | 1401 Eye St., NW | Suite 700 | Washington, DC 20005-2225
T: 202.857.4404 | F: 202.261.0004 | E: jhagner@wcsr.com | W: www.wcsr.com

From: Montague, Joshua W. [mailto:jwmontague@wmata.com]
Sent: Wednesday, November 04, 2009 5:57 PM
To: Hagner, John
Cc: O'Keeffe, Carol B.
Subject: FW: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites

Attached is the updated Term Sheet described below.

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority
600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

The information contained in this email may be confidential and/or legally privileged. It has been sent for the sole use of the intended recipient(s). If the reader of this message is not an intended recipient, you are hereby notified that any unauthorized review, use, disclosure, dissemination, distribution, or copying of this communication, or any of its contents, is

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013168

strictly prohibited. If you have received this communication in error, please contact the sender by reply email and destroy all copies of the original message.

From: O'Keeffe, Carol B.
Sent: Wednesday, November 04, 2009 5:43 PM
To: John Hagner
Cc: Montague, Joshua W.
Subject: RE: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites

John, Josh is sending a revision that puts in a different reset that Nat will accept; he had not agreed to 99 years and is only willing to go forward with the reset provisions that Josh will send. We have spoken with Mr. Karim who seems to have accepted it, but this is an impossible way to do a deal. I know that you are not causing it.

From: John Hagner [mailto:JHagner@wcsr.com]
Sent: Wednesday, November 04, 2009 5:38 PM
To: O'Keeffe, Carol B.
Cc: Montague, Joshua W.
Subject: Re: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites

Carol: I'm on a large conference call which I can't get out of. I'll listen to your voicemail and call you as soon as I'm off.
John
John D. Hagner
Womble Carlyle Sandridge & Rice, PLLC
202.857.4404 Direct
Sent from my Blackberry. Please excuse typos.

From: O'Keeffe, Carol B. <cokeeffe@wmata.com>
To: Yohance S. Fuller <Yohance.Fuller@dc.gov>; Omar A. Karim <okarim@bannekerventures.com>; Montague, Joshua W. <jwmontague@wmata.com>
Cc: aives@bannekerventures.com <aives@bannekerventures.com>; mmckinney@bannekerventures.com <mmckinney@bannekerventures.com>; Tiwana Hicks <thicks@bannekerventures.com>; Neil.Albert@dc.gov <Neil.Albert@dc.gov>; Hagner, John; Bottigheimer, Nat <NBottigheimer@wmata.com>; Doggett, Rosalyn <RDoggett@wmata.com>; Goldin, Steven <sgoldin@wmata.com>
Sent: Wed Nov 04 17:25:10 2009
Subject: RE: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites
Not yet; we are working on it and will call John Hagner.

From: Yohance (EOM) Fuller [mailto:yohance.fuller@dc.gov]
Sent: Wednesday, November 04, 2009 5:22 PM
To: Omar A. Karim; Montague, Joshua W.
Cc: aives@bannekerventures.com; mmckinney@bannekerventures.com; Tiwana Hicks; Neil.Albert@dc.gov; O'Keeffe, Carol B.; John Hagner; Bottigheimer, Nat; Doggett, Rosalyn; Goldin, Steven
Subject: RE: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites

Josh/Nat –

I'm writing to confirm whether both parties are in agreement and that WMATA staff is prepared to recommend approval of the term sheet during the committee meeting and special board meeting tomorrow. Please advise.

Thanks,

Yohance

From: Omar A. Karim [mailto:okarim@bannekerventures.com]
Sent: Wednesday, November 04, 2009 3:45 PM
To: 'Montague, Joshua W.'
Cc: 'Bottigheimer, Nat'; 'O'Keeffe, Carol B.'; 'Goldin, Steven'; 'Doggett, Rosalyn'; Fuller, Yohance (EOM); Albert, Neil (EOM); 'John Hagner'; 'Tiwana Hicks'; mmckinney@bannekerventures.com; aives@bannekerventures.com
Subject: FINAL Term Sheet b/t WMATA and Developer - Shaw/Howard-Florida Avenue Sites
Importance: High

Josh,

In preparation of tomorrow's Board meeting, attached are the following:

1. Amended and Restated Term Sheet revised in accordance with the discussions since Monday, which finalizes our understanding; and

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2. "Redline...#157; of the Amended and Restated Term Sheet against the version that we provided to WMATA on November 2, 2009 at 6:20p.

The revised language on Capital Events was taken from the term sheet for Rhode Island Ave., and the concept of adjusting the base rent for additional density stops after the first 60 years because the re-appraisal will be based on the Leased Property as if vacant, thereby assuming the maximum density has been constructed on the land.

Please contact me with any questions or comments.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

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Doggett, Rosalyn

From: Goldin, Steven
Sent: Wednesday, February 17, 2010 12:04 PM
To: Mohsberg, Sid
Cc: Bottigheimer, Nat; Doggett, Rosalyn; O'Keeffe, Carol B.
Subject: RE: Amended Term Sheet for Shaw-Howard/FL Ave JD Site

Roz

Can you touch base with Banneker today, via e-mail, to see if they are going to respond with a revised proposal ? We need to know whether we are going to the Board with a revised term sheet or just a notice that the developer will not increase his offer.

Steve

From: Mohsberg, Sid
Sent: Monday, February 15, 2010 6:18 PM
To: Goldin, Steven
Cc: Bottigheimer, Nat
Subject: FW: Amended Term Sheet for Shaw-Howard/FL Ave JD Site

Steve,

I've opened the door. The next step is for SAAM to follow up with Carol O'Keeffe, give her the additional information she needs, and get a COUN decision.

Thanks.

Sid

From: O'Keeffe, Carol B.
Sent: Saturday, February 13, 2010 10:22 PM
To: Mohsberg, Sid
Subject: Re: Amended Term Sheet for Shaw-Howard/FL Ave JD Site

Sid I'll have to look at the Amended Term Sheet on Tues. Has it changed? I can't see it very well on the Blackberry. It seems strange to take a Term Sheet to public session; in the past they have not been treated as public documents but things can always change.

Sent using BlackBerry

From: Mohsberg, Sid
To: O'Keeffe, Carol B.
Cc: Bottigheimer, Nat; Goldin, Steven; Doggett, Rosalyn
Sent: Sat Feb 13 12:55:30 2010
Subject: Amended Term Sheet for Shaw-Howard/FL Ave JD Site
Carol,

The subject item (copy of BAIS 100527 used for 1/14/10 PDRE Cmte attached) was scheduled to go to the Executive Session of the PDRE Committee on 3/11/10. As you are aware, that committee has been reconfigured into two committees: (1) Policy, Program Development, and Intergovernmental Relations Committee and (2) Joint Development and Real Estate Committee. This MEAD would come under the latter, which will first meet on 3/25/10.

The *Procedures for WMATA Board of Directors 2010* state, "Committees shall not meet in executive session." Accordingly, if it is appropriate for this item to be considered in Executive Session, it would go the Board Executive Session, which will meet on 3/25/10 immediately after the Joint Development and Real Estate Committee meets.

Given the nature and history of this item, does COUN feel this item should go to the Joint Development and Real Estate Committee, which is now wholly a public session, or to the Board Executive Session?

Absent COUN's having a different view, PLJD would be comfortable taking this item to the Joint Development and Real Estate Committee.

Of interest is Jim Graham's view of public versus executive consideration. He is the first Chair of the Joint Development and Real Estate Committee. When told by SECT that most of the joint development and real estate items that had gone to the PDRE Committee had gone to the Executive Session and therefore now would go to the Board Executive Session rather than to the Joint Development and Real Estate Committee, he said that going forward the default decision should

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be that such items would go to the Joint Development and Real Estate Committee. They would only go to the Board Executive Session on an exceptional basis. These are my words and reflect my understanding of what he said to SECT.

PLJD would appreciate your thoughts.

Thanks very much.

Sid

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Mohsberg, Sid
Sent: Saturday, February 13, 2010 12:56 PM
To: O'Keeffe, Carol B.
Cc: Bottigheimer, Nat; Goldin, Steven; Doggett, Rosalyn
Subject: Amended Term Sheet for Shaw-Howard/FL Ave JD Site
Attachments: BAIS 100527 Shaw-Howard FL Ave JD Site.pdf

Carol,

The subject item (copy of BAIS 100527 used for 1/14/10 PDRE Cmte attached) was scheduled to go to the Executive Session of the PDRE Committee on 3/11/10. As you are aware, that committee has been reconfigured into two committees: (1) Policy, Program Development, and Intergovernmental Relations Committee and (2) Joint Development and Real Estate Committee. This MEAD would come under the latter, which will first meet on 3/25/10.

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PLJD would appreciate your thoughts.

Thanks very much.

Sid

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: procadmin, procadmin
Sent: Monday, February 01, 2010 3:54 PM
To: Doggett, Rosalyn
Cc: Hillman, Amanda
Subject: RE: MEAD Routing (APPROVED!) - MEAD(100527) Approve Term Sheet To Sell Shaw-Howard/FL Ave Site

Hi Rosalyn,

The MEAD Title in the system is "Amended Term Sheet for Shaw-Howard/FL Ave JD Site." This title is on the BOARD version, the edit version and the printed versions of the MEAD.

SECT has checked their records and is saying that the MEAD in question, MEAD# 100527, is the exact one that was presented to the BOARD on Jan. 28, 2010 and therefore was approved by Ms. Sequeira-Castillo in the MEAD system, afterwards.

SECT would like to know if you have a specific concern or question regarding this MEAD.

Thanks,
Amanda

PS ABC+ Workflow Administrator
procadmin@wmata.com

-----Original Message-----
From: Doggett, Rosalyn
Sent: Monday, February 01, 2010 1:44 PM
To: procadmin, procadmin
Cc: Hillman, Amanda
Subject: RE: MEAD Routing (APPROVED!) - MEAD(100527) Approve Term Sheet To Sell Shaw-Howard/FL Ave Site

Amanda, it is possible that the original name of this MEAD is "stuck" in the system. In fact the Board approved an extension to March to present them with an amended term sheet for lease of the site.

-----Original Message-----
From: procadmin, procadmin
Sent: Monday, February 01, 2010 10:54 AM
To: Doggett, Rosalyn
Cc: Hillman, Amanda
Subject: RE: MEAD Routing (APPROVED!) - MEAD(100527) Approve Term Sheet To Sell Shaw-Howard/FL Ave Site

Hi Rosalyn,

According to the MEAD system, on 01/29/2010 09:13 pm, Ms. SEQUEIRA-CASTILLO (LSC) has noted the following:

"Approved by the Metro Board of Directors at its January, 28, 2010 Board meeting. LSC"

I will refer your concerns to the appropriate party and follow-up with you.

Thanks,
Amanda

PS ABC+ Workflow Administrator
procadmin@wmata.com

-----Original Message-----
From: Doggett, Rosalyn
Sent: Monday, February 01, 2010 8:54 AM
To: procadmin, procadmin
Subject: RE: MEAD Routing (APPROVED!) - MEAD(100527) Approve Term Sheet To Sell Shaw-Howard/FL Ave Site

This is a mistake
This has not been approved by the board

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

FOIA CONFIDENTIAL TREATMENT REQUESTED

From: procadmin procadmin [mailto:procadmin@wmata.com]
Sent: Friday, January 29, 2010 9:23 PM
To: Doggett, Rosalyn
Subject: MEAD Routing (APPROVED!) - MEAD(100527) Approve Term Sheet To Sell Shaw-Howard/FL Ave Site

TO: ROSALYN DOGGETT
DOCUMENT: MEAD(100527) Approve Term Sheet To Sell Shaw-Howard/FL Ave Site
SUBJECT: The document specified above has just been approved.

All approver(s) have approved your document.

FOIA CONFIDENTIAL TREATMENT REQUESTED

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Sent: Friday, January 29, 2010 9:23 PM
To: Doggett, Rosalyn
Subject: MEAD Routing (APPROVED!) - MEAD(100527) Approve Term Sheet To Sell Shaw-Howard/FL Ave Site

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Sent: Friday, January 29, 2010 9:23 PM
To: Doggett, Rosalyn
Subject: MEAD Routing (APPROVED!) - MEAD(100527) Approve Term Sheet To Sell Shaw-Howard/FL Ave Site

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SUBJECT: The document specified above has just been approved.

All approver(s) have approved your document.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Shaw Howard Mailbox from RPD

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, May 05, 2011 11:10 AM
To: Meister, Mark K.; Wallace, Maria A; Goldin, Steven
Cc: Burns, Bob
Subject: RE: PARP Request #11-0124 (FL AV)

Today, I gave Keysia Thom an estimate of my time to go through records, e-mails and organize (13 hours) for the items in the Holland & Knight letter
I also let her know of others who worked on this project through the time that Banneker was informed of an indefinite tabling:
PLJD- Nat, Steve, Malcolm M., Mark M
JDAC- Robinson, Bushnaq
GOVR- Lawson
COUN- Biondi, Montague

There are probably others

I also told Keysia to check with Carol, as we had been looking into whether Holland & Knight had a conflict

Rosalyn P. Doggett
Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

rdoggett@wmata.com
202-962-2208 phone
202-962-2396 fax

From: Meister, Mark K.
Sent: Wednesday, April 27, 2011 10:46 AM
To: Wallace, Maria A; Goldin, Steven
Cc: Doggett, Rosalyn; Burns, Bob
Subject: FW: PARP Request #11-0124

Maria,

I am forwarding your email to Roz and Bob for response.

Mark

From: Wallace, Maria A
Sent: Wednesday, April 27, 2011 10:40 AM
To: Meister, Mark K.; Goldin, Steven
Cc: Bottigheimer, Nat; Thom, Keysia A.; Wallace, Maria A
Subject: FW: PARP Request #11-0124

Good Morning,

Please provide the information as requested (bold) in the email below. The original PARP document is attached along with the appropriate forms (worksheets). If you have questions concerning the request, please let me know or feel free to contact Keysia.

Once the information has been compiled we can submit same to COUN. If you choose to send directly, please copy me as a communication courtesy reflecting that the process has been completed.

Thank you and have a great day.

Maria

Maria A. Wallace
Washington Metropolitan Area Transit Authority
Department of Planning & Joint Development
600 Fifth Street, NW
Washington, DC 20009
office - (202) 962-2330
fax - (202) 962-6258
email: mawallace@wmata.com

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013178

From: Thom, Keysia A.
Sent: Tuesday, April 26, 2011 2:15 PM
To: Wallace, Maria A; Sequeira, Loyda
Cc: Heppen, Bruce P.; Montague, Joshua W.; Pena, Danise
Subject: PARP Request #11-0124

Maria and Loyda,

Attached is a PARP request regarding the Shaw-Howard/Florida Avenue Joint Development Solicitation. If the effort to process this request is minor and does not exceed the $250 threshold, please complete the attached PARP worksheet and provide it with the records by 5/3/11. However, if the effort is more than minor we can charge for staff time (hourly rate plus a 50% markup) plus copying costs (15 cents per page beyond the first 100). If the charge will exceed our $250 threshold, please complete the attached PARP estimate worksheet and provide it by 5/3/11.

Be aware that our policy does not require us to create records in response to a request. If a record containing the information requested does not already exist, we can simply tell the requester so. Additionally, some of the requested records may be exempt from disclosure if they contain the following: (1) information that could compromise WMATA's infrastructure or security; (2) contractor proprietary information; (3) internal deliberations on policy matters; (4) attorney-client privileged communications; (5) information that if released would cause a clearly unwarranted invasion of personal privacy; (6) certain information compiled for law enforcement purposes; and (7) SmarTrip and customer financial information. Let me know if you believe any of these exemptions apply or if you have any other concerns regarding disclosure of the records.

Thanks

Keysia A. Thom
PARP/Privacy Policy Administrator
WMATA Office of General Counsel
600 5th Street, NW
Washington, DC 20001
202.962.2058 (direct line)
202.962.2550 (facsimile)

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013179

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, April 29, 2011 8:54 AM
To: Burns, Bob
Subject: Fw: Please have staff add Rhode Island Avenue and Shaw/Howard projects to the TOD web page

---

From: Goldin, Steven
To: Benson, Sara E.
Cc: Bottigheimer, Nat; Doggett, Rosalyn; Malasky, Gary
Sent: Fri Apr 29 08:42:16 2011
Subject: Fw: Please have staff add Rhode Island Avenue and Shaw/Howard projects to the TOD web page

Sara. Pls work w roz and gary

From: Bottigheimer, Nat
To: Goldin, Steven
Sent: Fri Apr 29 08:19:47 2011
Subject: Please have staff add Rhode Island Avenue and Shaw/Howard projects to the TOD web page
Can we use Calvin or a contractor if staff don't have time? Or Sara Benson?

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Thursday, March 03, 2011 10:03 AM
To: Hughey, Tomika
Subject: FW: February 2011 e-Advocate

Don't know if you belong or not

From: thedoggettgroup@cs.com [mailto:thedoggettgroup@cs.com]
Sent: Wednesday, March 02, 2011 10:12 PM
To: Doggett, Rosalyn
Subject: Fwd: February 2011 e-Advocate

-----Original Message-----
From: DC Preservation League <info@dcpreservation.org>
To: thedoggettgroup <thedoggettgroup@cs.com>
Sent: Mon, Feb 28, 2011 4:51 pm
Subject: February 2011 e-Advocate

Having trouble viewing this email? Click here

DC PRESERVATION LEAGUE
E-ADVOCATE

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February 2011

The Wonder Bread Factory - One Night Only!!!

In April 1971, citizen activists joined together to form Don't Tear It Town to save the Old Post Office on Pennsylvania Avenue. The building was slated for demolition, and only its 310' tall tower, was to be saved.
40 years later, DCPL will celebrate accomplishments such as the Old Post Office and numerous others at its 40th Anniversary Celebration at the Wonder Bread Factory. Situated south of the Howard Theater and adjacent to the site of the United Negro College Fund headquarters, both under construction, the Shaw neighborhood is burgeoning with redevelopment.

Vacant for decades, the Wonder Bread Factory holds limitless possibilities! Join us for cocktails and dancing as we celebrate how **historic preservation builds strong cities 12 ways** and envision what this long-vacant building can be in the future.

Tickets on-sale now!

Become a Sponsor Today!

Sponsored in part by:

Click here for a full list of sponsors.

DCPL Testifies Before Council on Office of Planning Oversight

On February 16th, DCPL provided testimony before the DC Council's Committee of the Whole at the oversight hearing for the **DC Office of Planning** which includes the **Historic Preservation Office**. DCPL praised the efforts of **David Maloney, State Historic Preservation Officer** and his staff for moving the program forward even in hard economic times. In addition, DCPL provided rough numbers regarding the economic value of historic preservation to the District of Columbia.

Upcoming Events

The National Cathedral of African Methodism

Join DCPL for a tour of the historic Metropolitan African Methodist Episcopal (AME) Church built in 1881. Listed in DCPL's list of Most Endangered Places in 2010, the tour will highlight the church's rich history and its on-going preservation and restoration efforts.

March 5, 2011
10:00 AM-12:00 PM
$15 DCPL Members
$25 Non-Members

Click here to register.
Historic Hot Spot - Nellie's
Ever wondered who Nellie was? How about Addison Scurlock? Well friends, your questions will be answered at DCPL's March Historic Hot Spot at Nellie's Sport's Bar at 900 U Street. Join us for SmartAss Trivia and enter the raffle to win two tickets to the 40th Anniversary Celebration at Wonder Bread or Nellie's Gear.

Click here for information and history of 900 U Street.
March 9, 2011
Trivia rounds at 8 and 9pm.
Get there early to get a table and enjoy "Beat the Clock" drink specials!

Walking Tours of
St. Elizabeths West Campus

DCPL and GSA hold monthly two-hour walking tours of St. Elizabeths West Campus that are free and open to the public. The campus, where construction

FOIA CONFIDENTIAL TREATMENT REQUESTED

began in 1852, is a National Historic Landmark.
Tours of the St. Elizabeths campus are being offered on a limited basis depending on the course of construction activity. Tours will include an historical overview of the site, access to the point, and exterior views of the Center Building and Burroughs Cottage. only.
Reservations are required. No walk-on's permitted.

March 13, 2011
10:00 - 11:00 AM
Click here **to register.**

Get Involved

Your Membership Counts!!

Click here **to become a member or renew today!**
Interested in Volunteering?

Click here to learn more about DCPL committees and other volunteer opportunities or fill out our volunteer form and someone from the office will contact you about your interests.
Leave a Legacy

Since 1971, DCPL has worked to protect Washington's historic and built environment through its advocacy and education programs. This work is made possible through the generous donations of time and money from members and supporters.

Join DCPL's ***Heritage Society*** today by making a bequest or other "planned gift" that will continue to help further our mission to preserve, protect, and enhance historic resources in your community for generations to come.

Click here to view the **Heritage Society Gift Form** that can be modified at any time.

Get Connected

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Click here to see DCPL's full testimony.

The First Steps to the Capitol

On February 5th, DCPL hosted a sold-out tour of the Capitol Visitors Center designed by RTKL. Led by Architect of the Capitol Stephen Ayers, the tour offered the opportunity to see non-public spaces and learn about the approach taken by the architects in order to preserve the historic approach to the building.

Coming Soon

What's *Your* Landmark??

In honor of our 40th Anniversary - DCPL wants to know what Washington Landmark speaks to you! This photography contest will kick off shortly, so stay tuned for further information...

Historically Green

Green technologies offer opportunities to save money while helping protect our environment. DCPL will show you how to implement these technologies without sacrificing the architectural integrity of your historic building. Stay tuned...

Sponsored by:
Bike Tour *Redux*

It was April 1972, DCPL had been around for just one year, and members took a guided tour of "Groovy, Historic, and Threatened Washington Scenes. Don't remember it? I sure don't. That's why we are recreating this *groovylicious* outing to see what has been saved, what has changed, and what has been lost. Stay tuned for details in early April...
Historic Preservation 101 & 201

DCPL, the **DC Board of Realtors** and **DC Board of Appraisers** will be hosting its annual training session *Historic Preservation 101/201* on May 3, 2011. Details to follow...

DC Preservation League
401 F Street NW, Room 324 | Washington, DC 20001
Phone: 202.783.5144 | Fax: 202.783.5596 |
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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013182

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, February 18, 2011 3:01 PM
To: Toth, Edwin; Meister, Mark K.
Cc: Bushnaq, Tariq
Subject: RE: Joint Development and Adjacent Properties Projects

We do not have current plans (they need to be revised from office to housing). However, the intent is NOT to build over the open track area. There is a possibility but I think not a likelihood of a pedestrian bridge from the garage to the housing.

From: Toth, Edwin
Sent: Friday, February 18, 2011 10:46 AM
To: Doggett, Rosalyn; Meister, Mark K.
Subject: RE: Joint Development and Adjacent Properties Projects

Do you have a plan view of these developments? Is the construction going to be over the open track area at PG Plaza?

From: Doggett, Rosalyn
Sent: Friday, February 18, 2011 9:04 AM
To: Meister, Mark K.
Cc: Toth, Edwin
Subject: RE: Joint Development and Adjacent Properties Projects

In the open area on each side of the tracks on the west side of the PGP station, the developer is pursuing construction of a student housing high rise apartment building on the north side and a 600-car garage on the south side. They will need board approval of business terms (currently scheduled for March) and a form of lease (currently scheduled for Sept) and planning approvals and then building approvals from the County. They plan to start construction of the garage in 2013 and the student housing in 2014.

From: Meister, Mark K.
Sent: Friday, February 18, 2011 8:55 AM
To: Doggett, Rosalyn
Cc: Toth, Edwin; Crone, Tom; Talaia, Anabela
Subject: FW: Joint Development and Adjacent Properties Projects

Roz,

Would you please provide Ed with the status of the development at Prince George's Plaza. Thanks.

Mark

From: Toth, Edwin
Sent: Friday, February 18, 2011 7:25 AM
To: Crone, Tom
Cc: Talaia, Anabela; West, Linwood; Moore, Christopher; Gray, Michael; Meister, Mark K.; Milner, William A.; Daneshvaran, Fred; Dhru, Rasesh A.; Ghanta, Venkata; Bushnaq, Tariq
Subject: RE: Joint Development and Adjacent Properties Projects

Tom,
Would you please let me know what projects are scheduled at or near WMATA Stations and Facilities that will impact landscape services.

To All,
Yesterday I met with vendors to discuss landscape renovations at PG Plaza and Arlington Cemetery. During the discussions Landscape Supervisor Duane Wilson mention that at one time there was a building planned to cover the rest of the open part of the station. Does anyone know if that is going to happen anytime soon? What current planning is for PG Plaza? We don't want to spend money then have it all removed in a couple years.

Re: New Carrollton Station. What are projected plants for this station?

Ed

From: Bushnaq, Tariq
Sent: Thursday, February 17, 2011 5:16 PM
To: Toth, Edwin
Cc: Talaia, Anabela; West, Linwood; Moore, Christopher; Gray, Michael; Meister, Mark K.; Milner, William A.;

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013184

Daneshvaran, Fred; Dhru, Rasesh A.; Crone, Tom; Ghanta, Venkata
Subject: Shaw Howard Station entrances/Joint and Adjacent Project Update

Ed,

Sorry I should have notified you. Construction at Shaw-Howard station (7th and S Entrance) started in January 2011 and completion for the office is anticipated in Spring 2013 . The project consists of 10-Story Residential and office Condominium with retail complex and two level of underground parking.

Regarding other joint development projects to come online in the next three years with facilities to be built for WMATA, see attachment. For adjacent construction projects that might impact stations or facilities, please contact Tom Crone, Senior Project Manager at JDAC and who is copied on this e-mail.

Please let me know if you have any questions or need further information....Tariq

---

From: Toth, Edwin
Sent: Thursday, February 17, 2011 8:18 AM
To: Meister, Mark K.; Bushnaq, Tariq
Cc: Talaia, Anabela; West, Linwood; Moore, Christopher; Gray, Michael
Subject: RE: Shaw Howard Station entrances

Mark and Tariq,

We had anticipated renovating the landscape plantings at Shaw-Howard. The crew had removed existing plantings last fall. When they went back to prep for planting construction was underway.

Can either of you advise us of construction and development at Shaw-Howard?

Can you give me a summary of planned construction work or development at other stations and facilities?

Thanks,
Ed

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, February 18, 2011 10:56 AM
To: Bushnaq, Tariq
Subject: FW: Prince George's Plaza JD/Remaining Phases and Timeline

Tariq, what should response be?

From: Toth, Edwin
Sent: Friday, February 18, 2011 10:55 AM
To: Bushnaq, Tariq; Doggett, Rosalyn
Cc: Talaia, Anabela; West, Linwood; Moore, Christopher; Gray, Michael; Meister, Mark K.; Milner, William A.; Daneshvaran, Fred; Dhru, Rasesh A.; Ghanta, Venkata; Crone, Tom
Subject: RE: Prince George's Plaza JD/Remaining Phases and Timeline

When construction begins at PG Plaza will the construction impact the existing planting terraces? If we renovate the planting terraces this year will they be destroyed with construction?

Ed

From: Bushnaq, Tariq
Sent: Friday, February 18, 2011 9:16 AM
To: Toth, Edwin
Cc: Talaia, Anabela; West, Linwood; Moore, Christopher; Gray, Michael; Meister, Mark K.; Milner, William A.; Daneshvaran, Fred; Dhru, Rasesh A.; Ghanta, Venkata; Crone, Tom
Subject: Prince George's Plaza JD/Remaining Phases and Timeline

Ed,

Due to market conditions and lack of demand for office space at the station site, developer is changing the use from a planned office building and garage project to a student housing.

The student housing and associated garage will be built on the same footprint of approved office building and garage (on both sides of station platform and tracks), and will be developed per the following schedule:

- April 1, 2013: Parking garage construction commencement
- April 1, 2014: Parking garage construction completion
- March 1, 2014: Student housing building construction commencement
- June 1, 2016: Student housing building construction completion

Attached for your information, a rendering of the previously planned office building and garage project. Let me know if you have any questions or need further information

Tariq

From: Toth, Edwin
Sent: Friday, February 18, 2011 7:25 AM
To: Crone, Tom
Cc: Talaia, Anabela; West, Linwood; Moore, Christopher; Gray, Michael; Meister, Mark K.; Milner, William A.; Daneshvaran, Fred; Dhru, Rasesh A.; Ghanta, Venkata; Bushnaq, Tariq
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Re: New Carrollton Station. What are projected plants for this station?

Ed

From: Bushnaq, Tariq
Sent: Thursday, February 17, 2011 5:16 PM

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013186

To: Toth, Edwin
Cc: Talaia, Anabela; West, Linwood; Moore, Christopher; Gray, Michael; Meister, Mark K.; Milner, William A.; Daneshvaran, Fred; Dhru, Rasesh A.; Crone, Tom; Ghanta, Venkata
Subject: Shaw Howard Station entrances/Joint and Adjacent Project Update

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---

From: Toth, Edwin
Sent: Thursday, February 17, 2011 8:18 AM
To: Meister, Mark K.; Bushnaq, Tariq
Cc: Talaia, Anabela; West, Linwood; Moore, Christopher; Gray, Michael
Subject: RE: Shaw Howard Station entrances

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Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Friday, February 18, 2011 9:04 AM
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Cc: Toth, Edwin
Subject: RE: Joint Development and Adjacent Properties Projects

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Sent: Friday, February 18, 2011 8:55 AM
To: Doggett, Rosalyn
Cc: Toth, Edwin; Crone, Tom; Talaia, Anabela
Subject: FW: Joint Development and Adjacent Properties Projects

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From: Toth, Edwin
Sent: Friday, February 18, 2011 7:25 AM
To: Crone, Tom
Cc: Talaia, Anabela; West, Linwood; Moore, Christopher; Gray, Michael; Meister, Mark K.; Milner, William A.; Daneshvaran, Fred; Dhru, Rasesh A.; Ghanta, Venkata; Bushnaq, Tariq
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From: Bushnaq, Tariq
Sent: Thursday, February 17, 2011 5:16 PM
To: Toth, Edwin
Cc: Talaia, Anabela; West, Linwood; Moore, Christopher; Gray, Michael; Meister, Mark K.; Milner, William A.; Daneshvaran, Fred; Dhru, Rasesh A.; Crone, Tom; Ghanta, Venkata
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---

From: Toth, Edwin
Sent: Thursday, February 17, 2011 8:18 AM
To: Meister, Mark K.; Bushnaq, Tariq

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013188

Cc: Talaia, Anabela; West, Linwood; Moore, Christopher; Gray, Michael
Subject: RE: Shaw Howard Station entrances

Mark and Tariq,

We had anticipated renovating the landscape plantings at Shaw-Howard. The crew had removed existing plantings last fall. When they went back to prep for planting construction was underway.

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Can you give me a summary of planned construction work or development at other stations and facilities?

Thanks,
Ed

FOIA CONFIDENTIAL TREATMENT REQUESTED

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Monday, February 14, 2011 3:38 PM
To: Goldin, Steven; Burns, Bob; Malasky, Gary
Cc: Bottigheimer, Nat; Biondi, Marc E.
Subject: RE: DC Council Committee Oversight Hearing Questions

Minnesota Avenue

Metro garage and DOES building are open and operating
Developer for private portion of site still finalizing plans, construction documents and financing to best of our knowledge

Resolution still needed on several items, without, at present, a high level point of contact at DC Dept of Real Estate Services to help resolve

1. DDOT had Metro move a sign to garage, which we did, but DC now needs to grant us an easement for the sign
2. Access road to Metro garage (and DOES garage) needs upgrading to meet either DC ROW standards or Metro standards; at present it meets neither will likely result in increased maintenance costs
3. In DOES part of Metro garage, a contractor has installed equipment without notice or consultation with WMATA contrary to our operating agreement

---

From: Goldin, Steven
Sent: Monday, February 14, 2011 11:09 AM
To: Doggett, Rosalyn; Burns, Bob; Malasky, Gary
Cc: Bottigheimer, Nat
Subject: RE: DC Council Committee Oversight Hearing Questions
Importance: High

See request from Nat below. He asks about a number of projects not addressed by the recent FTA summary. Please advise on Congress Heights (Burns), Florida Avenue (Burns), Shaw Howard (???), Minnesota Avenue (???), any others

Thanks,
Steve

A. Projects under Construction

DISTRICT OF COLUMBIA

Georgia Avenue-Petworth Station

- Apartment building structure, with 141 condo units and 17,000 sf of ground floor retail, is complete; leasing and initial occupancy have commenced
- Easement descriptions are being finalized.

Rhode Island Ave-Brentwood Station

- Transaction closed on March 18, 2010. As part of compensation, Metro received lump-sum payment of $7,000,000 which was placed in TIIF account
- Interim parking agreement was negotiated with no on-site parking during construction phase (14 months), and provides 200 off-site spaces once the District of Columbia Department of Transportation completes construction of a pedestrian bridge over the CSX freight tracks. The interim lot will have enhanced security features that meet Metro Transit Police approval
- Construction of the 215-space Metro garage and first residential building has commenced with Metro garage completion is anticipated in June 2011 and residential buildings in June 2010.

B. Projects in Pre-Development

DISTRICT OF COLUMBIA

Navy Yard Station (East Entrance)

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013190

- Metro will sell its 5,600 square foot site on the northwest corner of New Jersey Avenue and M Streets, SE, to Donohoe Development, which will combine the Metro site with its adjacent site to build a 211,000 square foot office building with ground floor retail
- The Sale and Development Agreement was executed in December 2007, and the developer has obtained development approvals but no tenant
- Only minor changes to Metro facilities will be required (e.g., modifying a vent shaft and paving), and no public hearing will be required
- The elevator and escalators at the site are expected to be kept in operation during construction
- In September the Board approved a one-year extension to December 2011 for a closing on the project
- The developer has recently indicated it wants to purchase the site by the end of March 2011, and closing documents are being prepared

Takoma Station

- Metro Board approved the Compact Hearing Staff Report and amended the Adopted Regional System Plan for Takoma Station on November 8, 2007
- Metro has also approved two amendments to the Purchase and Sale Agreement which, among other things, guarantee Metro a minimum of $2,500,000 from the transaction
- FTA approved the project on March 24, 2009
- Project is delayed due to current market conditions

From: Bottigheimer, Nat
Sent: Monday, February 14, 2011 10:32 AM
To: Goldin, Steven
Subject: FW: DC Council Committee Oversight Hearing Questions
Importance: High

Steve, I need a summary ASAP of progress on all DC joint development projects prepared for the GM's 3/9 Public Oversight Hearing at the Council. Especially need the memo to the GM on Florida Avenue property.

Congress Heights
Florida Avenue
Shaw/Howard
Rhode Island Avenue
Minnesota Avenue
Etc.

Can I get a progress report on District projects by COB Wednesday next week, please.

Thanks,

Nat

From: Lawson, Arthuro V.
Sent: Monday, February 14, 2011 10:20 AM
To: Sarles, Richard; Pant, Shiva K.; Kissal, Carol; Brown, Matthew; Kubicek, Dave J.; Bottigheimer, Nat; Burnside, Andrea; Dougherty, James; Bowersox, Lynn; Richardson, Barbara; Peck, Suzanne J.; Requa, Jack; Wallace, Phillip; Taborn, Michael; Baldwin, Gary W.; Lew, Helen; Sequeira, Loyda
Cc: Kent, Christian T.; O'Keeffe, Carol B.; Wallace, Maria A; Montero, Diana E.; Curry, Katrina; Price, Tanya M.; Allen, Mildred; Kelly, Matthew; Morgan, Monic; Stoffregen, Linda; Bigelow, Alicia; Hamilton, Sherry; Barr, Cassandra; Tyler, Carlotta; Allen, Brenda; McIntosh, Lakeisha; Moore, Janette R.; Ballard, Khalilah; Washington, Diana C.; Moore, Janette R.; Sullivan, Regina; Webster, Elizabeth; Chisholm, Ann; Debose-Wilson, Terressa
Subject: DC Council Committee Oversight Hearing Questions

I have attached the Council of the District of Columbia's Committee on Public Works and Transportation questions for the March 9, 2011 Public Oversight Hearing on Metro. The Committee has asked that the answers to these questions and the supporting documentation be returned to them by Friday, March 4, 2011.
Government Relations is requesting that your answers be submitted to us close of business on January 25, 2011. Please submit answers to Art Lawson with copies to Ann Chisholm and Mattie Webster.

In providing answers to these questions, you want to provide materials recently submitted to the Board, please provide a clean copy that can be copied. The committee clerk wants to provide the five Council Public Works Committee members their material to review by noon on Monday, March 7, 2011.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013191

In addition to the questions on the attached list, we should anticipate questions in the following areas:

- The Allen Haywood investigation and similar incidents. Taborn
- The proposed early weekend closing for FY 2011.
- Status of DC Joint Development projects particularly those located in Ward 1. Bottigheimer
- When will the generator on the sidewalk at the Georgia Avenue Petworth station be removed? Kubicek
- Status of repairs to the Northern Bus Garage. Requa
- Status of relocating the Northern Bus Garage. Requa
- How many buses from Northern will be moved to the new Shepherd Parkway Facility when it is opened? Requa
- How much money is WMATA saving from eliminating bus stops and speeding up buses? Requa

Art Lawson
D.C. Government Relations Officer
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001
(202) 962-1050 - office
(202) 962-2466 - fax
alawson@wmata.com

FOIA CONFIDENTIAL TREATMENT REQUESTED **WMATA-INV 013192**

Doggett, Rosalyn

From: Doggett, Rosalyn
Sent: Wednesday, January 0[illegible], 2011 5:08 P[illegible]
To: Benson, Sara E.
Subject: RE: FTA Quarterly Joint Developmen[illegible]es Update
Attachments: Joint Development Activities January

From: Benson, Sara E.
Sent: Wednesday, January 05, 2011 3:16 PM
To: Doggett, Rosalyn
Subject: RE: FTA Quarterly Joint Development Activities Update

Roz,
I am home today and completing the updates here, so if you can send the changes to me in an e-mail or redline the document that I sent you and send it back that would be great.
Thanks,
Sara

From: Doggett, Rosalyn
Sent: Wednesday, January 05, 2011 10:17 AM
To: Benson, Sara E.
Subject: Re: FTA Quarterly Joint Development Activities Update

I have changes that I wrote out at home last night. I also need to check on Arlington bus garage which was Jonathan's.

From: Benson, Sara E.
To: Doggett, Rosalyn; Bushnaq, Tariq; McElhenny-Smith, Robin
Sent: Wed Jan 05 07:14:19 2011
Subject: FTA Quarterly Joint Development Activities Update
Roz, Robin & Tariq,
If you wouldn't mind getting me your updates ASAP that would be great. I really want to get this done today. If you don't have any just let me know.
Thank you,
Sara

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013193

FILE PRODUCED IN NATIVE FORMAT

FILE PRODUCED IN NATIVE FORMAT

FILE PRODUCED IN NATIVE FORMAT

FILE PRODUCED IN NATIVE FORMAT

FILE PRODUCED IN NATIVE FORMAT

Bolden, A. Scott

From: alakawilliams@w2tech.net
Sent: Sunday, July 20, 2008 6:15 PM
To: Bolden, A. Scott
Subject: Request For Information

A. Scott,

This correspondence will serve as authorization for you to provide supporting documentation to the Office of Integrity, regarding the investigation and other related matters, as requested by the Investigating Officer.

Please let me know if you need anything additional.

Sincerely,

Alaka Williams
W2Tech
Sent via BlackBerry from T-Mobile

FOIA CONFIDENTIAL TREATMENT REQUESTED

From: alakawilliams@w2tech.net
Sent: Thursday, July 17, 2008 6:11 PM
To: Bolden, A. Scott
Subject: Fwd: Thank you

Attachments: image002.jpg; image001.jpg

image002.jpg (2 KB)

image001.jpg (2 KB)

-----Original Message-----
From: Jim Link [mailto:jim@americancapitolgroup.com]
Sent: Wednesday, June 11, 2008 02:30 PM
To: warrenwilliams@w2tech.net, ''Alaka Williams W2'', ''Byron Boothe'', ''Jay Lapine'', ''Bolden, A. Scott'', ''Crystal Wright''
Subject: FW: Thank you

FYI?

James E. Link

Partner

www.americancapitolgroup.com <http://www.larsonstewart.com/>

Washington, DC

122 C Street, NW

Suite 500

Washington, DC 20001

Phone: (202) 628.3750

Fax: (202) 628.3770

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013200

From: alakawilliams@w2tech.net
Sent: Thursday, July 17, 2008 5:40 PM
To: Bolden, A. Scott
Cc: warrenwilliams@w2tech.net
Subject: Fwd: Thank you

Attachments: image002.jpg; image001.jpg

image002.jpg (2 KB)

image001.jpg (2 KB)

-----Original Message-----
From: Jim Link [mailto:jim@americancapitolgroup.com]
Sent: Monday, June 2, 2008 02:57 PM
To: ''Crystal Wright'', alakawilliams@w2tech.net
Subject: FW: Thank you

FYI below. I just put a call into Calvin as well. We should have another check-in to discuss.

Jim

James E. Link

Partner

www.americancapitolgroup.com <http://www.larsonstewart.com/>

Washington, DC

122 C Street, NW

Suite 500

Washington, DC 20001

Phone: (202) 628.3750

Fax: (202) 628.3770

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From: Bolden, A. Scott
Sent: Sunday, June 08, 2008 5:43 AM
To: 'warrenwilliams@w2tech.net'
Subject: Re: Graham Language/edit at will.

Jim and crystal.

----- Original Message -----
From: warrenwilliams@w2tech.net <warrenwilliams@w2tech.net>
To: Bolden, A. Scott; Crystal Wright <cryswright@hotmail.com>
Cc: Alaka Williams W2 <alakawilliams@w2tech.net>; 'Jim Link' <jim@americancapitolgroup.com>; Byron Boothe <Byron.Boothe@intralot.us>; Sinclair Skinner <sinclair@bannekerventures.com>
Sent: Sun Jun 08 02:49:59 2008
Subject: Re: Graham Language/edit at will.

Scott,

Who did you envision sending this? Jim, Crystal, or myself?

You could send it but you were in the meeting.

Warren
Sent from my BlackBerry® wireless device

-----Original Message-----
From: "Bolden, A. Scott" <ABolden@ReedSmith.com>

Date: Sat, 7 Jun 2008 20:50:31
To:"Crystal Wright" <cryswright@hotmail.com>
Cc:<warrenwilliams@w2tech.net>, "Alaka Williams W2" <alakawilliams@w2tech.net>, "Jim Link" <jim@americancapitolgroup.com>
Subject: Graham Language/edit at will. (DRAFT)

"Jim, wanted to let you know and give you the heads up that Bill Meyers of the dc examiner contacted me on Friday afternoon and recounted out entire conversation from our meeting with me, Jim, you and your staff and the Williams. And while I know this meeting was off the record, he knew quite a bit and was calling for a confirmation because he was writing a story on it next week. Despite our legal and general concerns regarding your request that the Williams' withdraw from the wmata development contract--contracts they won oth fair and square and other contract information, in exchange for your support of the lottery contract, please know that no one from our team contacted the media as it would not be in our interest or your interests to publicize your unusual request at our meeting.
We have discussed this situation with our lawyers and are awaiting their thoughts on how to navigate these issues and potential issues raised by Bill.
Bill also confirmed for me that his source was from the District Building, but not from anyone in the meeting. That makes sense as he would not need a confirmation from you or us, had he got it directly from a meeting participant. In any event, my sense is that he will be contacting you next week regarding the same. To date, we have not provided any confirmation or comment on the story. You and your communications person may want to strategize on your response to Bill, as he express serious political and legal concerns, as our lawyers have, regarding the linking of the subject projects as well as your vote, your role as a legislator and your opposition to the same on both of these projects.
In the interim, please check with your staff as to whether they may have had conversations with third parties as to the text and substance of our meeting. We remain concerned about this apparent leak and its impact on our ability to work with you on resolving these matters and your ability to remain active on these matters as a legislator.
Please give me a call if you would like to further discuss. thanks."
A. Scott Bolden
abolden@reedsmith.com
Reed Smith LLP

FOIA CONFIDENTIAL TREATMENT REQUESTED

From: Bolden, A. Scott
Sent: Saturday, June 07, 2008 8:51 PM
To: 'Crystal Wright'
Cc: 'warrenwilliams@w2tech.net'; Alaka Williams W2; 'Jim Link'
Subject: Graham Language/edit at will.

"Jim, wanted to let you know and give you the heads up that Bill Meyers of the dc examiner contacted me on Friday afternoon and recounted out entire conversation from our meeting with me, Jim, you and your staff and the Williams. And while I know this meeting was off the record, he knew quite a bit and was calling for a confirmation because he was writing a story on it next week. Despite our legal and general concerns regarding your request that the Williams' withdraw from the wmata development contract--contracts they won oth fair and square and other contract information, in exchange for your support of the lottery contract, please know that no one from our team contacted the media as it would not be in our interest or your interests to publicize your unusual request at our meeting. We have discussed this situation with our lawyers and are awaiting their thoughts on how to navigate these issues and potential issues raised by Bill.

Bill also confirmed for me that his source was from the District Building, but not from anyone in the meeting. That makes sense as he would not need a confirmation from you or us, had he got it directly from a meeting participant. In any event, my sense is that he will be contacting you next week regarding the same. To date, we have not provided any confirmation or comment on the story. You and your communications person may want to strategize on your response to Bill, as he express serious political and legal concerns, as our lawyers have, regarding the linking of the subject projects as well as your vote, your role as a legislator and your opposition to the same on both of these projects.

In the interim, please check with your staff as to whether they may have had conversations with third parties as to the text and substance of our meeting. We remain concerned about this apparent leak and its impact on our ability to work with you on resolving these matters and your ability to remain active on these matters as a legislator.

Please give me a call if you would like to further discuss. thanks."

A. Scott Bolden
abolden@reedsmith.com
Reed Smith LLP
1301 K Street, NW
Suite 1100-- East Tower
Washington, DC 20005
Phone: 202-414-9266
Fax: 202-414-9299

FOIA CONFIDENTIAL TREATMENT REQUESTED

From: Bolden, A. Scott
Sent: Monday, June 02, 2008 8:31 PM
To: 'warrenwilliams@w2tech.net'; 'Jim Link'; 'Crystal Wright'
Cc: Alaka Williams W2
Subject: RE: Graham

any follup discussions and meeting with mr. graham, please sure I attend. the political stuff, we can negotiate. the bid withdrawl is off the table.

A. Scott Bolden
abolden@reedsmith.com

Reed Smith LLP
1301 K Street, NW
Suite 1100-- East Tower
Washington, DC 20005
Phone: 202-414-9266
>Fax: 202-414-9299
>

-----Original Message-----
From: warrenwilliams@w2tech.net [mailto:warrenwilliams@w2tech.net]
Sent: Monday, June 02, 2008 7:05 PM
To: 'Jim Link'; 'Crystal Wright'
Cc: Alaka Williams W2; Bolden, A. Scott
Subject: Re: Graham

Jim,

I think being honest with Graham is the right move as well. We have begun some preliminary talks with LaKritz, the developer he wants to see win the site.

If Graham wants to cut the deal with Lakritz for a "better project" we could do that. But I just can't give the project to anyone.

Other issues, I spoke with my father and he certainly did know about or pay for any racist posters. He couldn't speak for his partner Paul, but he's deceased. And no one would have thought he would have paid for them as well.

In speaking with Sinclair he denied putting the posters up. And paying for them to get done. He did have a newspaper at one time that he was the editor of called the GA Defender. And does recall some editorials that spoke about gentrification.

One other thing that should be mentioned to council member Graham is that we have tried to support him several times during his runs for city council and that he has accepted thousands of dollars that were bundled and hand delivered to him from Clubu and various entities that were in my control. Thousands.

So when he ask was I funding his enemies, the answer is no they funded you Mr. Graham.

Just a thought,

Warren

Thanks,

Warren
Sent from my BlackBerry® wireless device

-----Original Message-----
From: "Jim Link" <jim@americancapitolgroup.com>

FOIA CONFIDENTIAL TREATMENT REQUESTED

From: Bolden, A. Scott
Sent: Monday, June 02, 2008 8:26 PM
To: 'warrenwilliams@w2tech.net'; Crystal Wright
Cc: Alaka Williams W2; 'Jim Link'
Subject: RE: Graham

I have made my thoughts on this nonsense very clear to warren. this is complete bs and we are getting very close to corruption, bid rigging and other inappropriate conduct and I am not going to be a part of it. perhaps the us atty should make the call on this by speaking with Mr. Graham about his request. Am I clear on this. To even consider it is placing each of us at risk. Period.

A. Scott Bolden
abolden@reedsmith.com

Reed Smith LLP
1301 K Street, NW
Suite 1100-- East Tower
Washington, DC 20005
Phone: 202-414-9266
>Fax: 202-414-9299
>

-----Original Message-----
From: warrenwilliams@w2tech.net [mailto:warrenwilliams@w2tech.net]
Sent: Monday, June 02, 2008 5:46 PM
To: Crystal Wright
Cc: Alaka Williams W2; 'Jim Link'; Bolden, A. Scott
Subject: Re: Graham

We should discuss with the councilmemeber, the fact that, even though I don't like it to prove to him that I'm "onboard" and "non-threatning" I would give him the wmata project.

The legal realities are that I can't do that. Banneker Ventures own 35% of the rights to develop the sites. Two other companies have much more to lose. If we tried to drop out they would sue us. We've got six figures of expenses as well as a six figure deposit being held by wmata.

Is this something Omar and I go in with Jim and Crystal to discuss with the councilmember? Our wmata board meeting where this gets voted on is this thursday.

Advice?

Warren
Sent from my BlackBerry® wireless device

-----Original Message-----
From: "Crystal Wright" <cryswright@hotmail.com>

Date: Mon, 2 Jun 2008 14:05:50
To:"'Alaka Williams W2'" <alakawilliams@w2tech.net>, <warrenwilliams@w2tech.net>, "'Jay Lapine'" <Jay.Lapine@intralot.us>, "'Byron Boothe'" <Byron.Boothe@intralot.us>
Cc:"'Jim Link'" <jim@americancapitolgroup.com>, "'A. Scott Bolden'" <ABolden@ReedSmith.com>
Subject: Graham

Jim said that Graham emailed him back thanking him also and say "Do you think they will do anything?"

It is pretty clear he wants us to come back with something. . .

FOIA CONFIDENTIAL TREATMENT REQUESTED

Bolden, A. Scott

From: warrenwilliams@w2tech.net
Sent: Thursday, October 06, 2011 4:54 PM
To: Bolden, A. Scott
Cc: warrenwilliams@warrentongroup.com
Subject: Fwd: Lobbying update

-----Original Message-----
From: Jim Link [mailto:jim@americancapitolgroup.com]
Sent: Wednesday, May 28, 2008 03:38 PM
To: "Jim Link", "Crystal Wright", alakawilliams@w2tech.net, "Byron Boothe", "Jay Lapine", warrenwilliams@w2tech.net, abolden@reedsmith.com
Subject: Lobbying update
Importance: High

Good afternoon. Quick update?Crystal and I are meeting with Councilmember Jim Graham tomorrow at 11am. This will be our first meeting and also our most important meeting and we are going to get together tomorrow morning ahead of time to make sure we have all our facts straight and the message and discussion leads us to a point where he feels comfortable and he has ownership of the effort to obtain Council approval of the W2I contract.

As for others, we also have a meeting tomorrow at 4pm with Cheh (Ward 3). Kwame Brown told us that he is booked solid for the next three weeks. Catania is also too busy. I?ll keep you posted on the others.

Jim

James E. Link
Partner

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From: Jim Link [mailto:jim@americancapitolgroup.com]
Sent: Friday, May 23, 2008 5:32 PM
To: 'Crystal Wright'; 'alakawilliams@w2tech.net'; 'Byron Boothe'; 'Jay Lapine'; 'warrenwilliams@w2tech.net'
Subject: RE: Revised materials

FOIA CONFIDENTIAL TREATMENT REQUESTED

As an FYI?We have confirmation that all the scheduling requests for each member of the City Council have been received. We will be following up to schedule meetings for next week. We?ll keep you posted.

Jim

James E. Link
Partner

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From: Crystal Wright [mailto:crystal@bakerwright.com]
Sent: Friday, May 23, 2008 4:47 PM
To: alakawilliams@w2tech.net; 'Byron Boothe'; 'Jay Lapine'; warrenwilliams@w2tech.net
Cc: 'Jim Link'
Subject: Revised materials
Importance: High

All,

Please find attached the latest version of the FAQ and a new document Facts about the DC Lottery Bid. All of the information in the Fact Sheet is taken from the hearing transcript almost verbatim. It would be helpful if everyone could take the time over the next 3 days and closely review the material for accuracy. If you could use the track changes feature in Microsoft Word and make your edits onto the document it would be helpful to me.

Let me know which document may be better to leave with members following our lobby visits. I will ask Jim to weigh in on that as well. Remember, Jim and I can only be effective if we are armed with the facts, as we represent W2I.

Thanks,

Crystal

Bolden, A. Scott

From: warrenwilliams@w2tech.net
Sent: Thursday, October 06, 2011 4:37 PM
To: Bolden, A. Scott
Cc: warrenwilliams@warrentongroup.com
Subject: Fwd: Graham

-----Original Message-----
From: Jim Link [mailto:jim@americancapitolgroup.com]
Sent: Monday, June 2, 2008 06:43 PM
To: warrenwilliams@w2tech.net, "Crystal Wright"
Cc: "Alaka Williams W2", "A. Scott Bolden"
Subject: RE: Graham

Warren, I think we should be upfront with Graham about why this piece of his request cannot be accommodated. Its pretty clear that you are unable for very strict legal reasons to unilaterally make that decision. Is there a possibility that this project could be expanded to include someone of his liking? This Metro project is only one project in a long list of upcoming projects and if we were to have some idea of that list and work with Graham proactively going forward and perhaps on something specific that he wants, that would be very useful and valuable to him. Let me know what you think...we should have an idea of our position and what we can offer before we have the conversation with Graham or Calvin. Jim James E. Link Partner www.americancapitolgroup.com Washington, DC 122 C Street, NW Suite 500 Washington, DC 20001 Phone: (202) 628.3750 begin_of_the_skype_highlighting (202) 628.3750 end_of_the_skype_highlighting Fax: (202) 628.3770 CONFIDENTIALITY NOTICE: This e-mail and any attachments contain information from the American Capitol Group, LLC, and are intended solely for the use of the named recipient or recipients. This e-mail may contain privileged client communications or work product. Any dissemination of this e-mail by anyone other than an intended recipient is strictly prohibited. If you are not a named recipient, you are prohibited from any further viewing of the e-mail or any attachments or from making any use of the e-mail or attachments. If you believe you have received this e-mail in error, notify the sender immediately and permanently delete the e-mail, any attachments, and all copies thereof from any drives or storage media and destroy any printouts of the e-mail or attachments. -----Original Message----- From: warrenwilliams@w2tech.net [mailto:warrenwilliams@w2tech.net] Sent: Monday, June 02, 2008 5:46 PM To: Crystal Wright Cc: Alaka Williams W2; 'Jim Link'; A. Scott Bolden Subject: Re: Graham We should discuss with the councilmemeber, the fact that, even though I don't like it to prove to him that I'm "onboard" and "non-threatning" I would give him the wmata project. The legal realities are that I can't do that. Banneker Ventures own 35% of the rights to develop the sites. Two other companies have much more to lose. If we tried to drop out they would sue us. We've got six figures of expenses as well as a six figure deposit being held by wmata. Is this something Omar and I go in with Jim and Crystal to discuss with the councilmember? Our wmata board meeting where this gets voted on is this thursday. Advice? Warren Sent from my BlackBerry® wireless device -----Original Message----- From: "Crystal Wright" Date: Mon, 2 Jun 2008 14:05:50 To:"'Alaka Williams W2'" , , "'Jay Lapine'" , "'Byron Boothe'" Cc:"'Jim Link'" , "'A. Scott Bolden'" Subject: Graham Jim said that Graham emailed him back thanking him also and say "Do you think they will do anything?" It is pretty clear he wants us to come back with something. . . Crystal Wright Public Relations Strategist Baker Wright Group, LLC 5853 Nebraska Ave., NW Washington, DC 20015 w: 202/829-0848 begin_of_the_skype_highlighting 202/829-0848 end_of_the_skype_highlighting c: 202/549-8072 begin_of_the_skype_highlighting 202/549-8072 end_of_the_skype_highlighting www.bakerwright.com

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Bolden, A. Scott

From: warrenwilliams@w2tech.net
Sent: Thursday, October 06, 2011 4:49 PM
To: Bolden, A. Scott
Cc: warrenwilliams@warrentongroup.com
Subject: Fwd: Graham

-----Original Message-----
From: Crystal Wright [mailto:cryswright@hotmail.com]
Sent: Monday, June 2, 2008 02:05 PM
To: "Alaka Williams W2", warrenwilliams@w2tech.net, "Jay Lapine", "Byron Boothe"
Cc: "Jim Link", "A. Scott Bolden"
Subject: Graham
Importance: High

Jim said that Graham emailed him back thanking him also and say "Do you think they will do anything?"

It is pretty clear he wants us to come back with something. . .

Crystal Wright
Public Relations Strategist
Baker Wright Group, LLC
5853 Nebraska Ave., NW
Washington, DC 20015
w: 202/829-0848 begin_of_the_skype_highlighting 202/829-0848 end_of_the_skype_highlighting
c: 202/549-8072 begin_of_the_skype_highlighting 202/549-8072 end_of_the_skype_highlighting
www.bakerwright.com

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Bolden, A. Scott

From: warrenwilliams@w2tech.net
Sent: Thursday, October 06, 2011 4:20 PM
To: Bolden, A. Scott
Cc: warrenwilliams@warrentongroup.com
Subject: Fwd: Revised materials

-----Original Message-----
From: Jim Link [mailto:jim@americancapitolgroup.com]
Sent: Friday, May 23, 2008 05:32 PM
To: "Crystal Wright", alakawilliams@w2tech.net, "Byron Boothe", "Jay Lapine", warrenwilliams@w2tech.net
Subject: RE: Revised materials

As an FYI?We have confirmation that all the scheduling requests for each member of the City Council have been received. We will be following up to schedule meetings for next week. We?ll keep you posted.

Jim

James E. Link
Partner

American Capitol Group

www.americancapitolgroup.com

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From: Crystal Wright [mailto:crystal@bakerwright.com]
Sent: Friday, May 23, 2008 4:47 PM
To: alakawilliams@w2tech.net; 'Byron Boothe'; 'Jay Lapine'; warrenwilliams@w2tech.net
Cc: 'Jim Link'
Subject: Revised materials
Importance: High

All,

Please find attached the latest version of the FAQ and a new document Facts about the DC Lottery Bid. All of the information in the Fact Sheet is taken from the hearing transcript almost verbatim. It would be helpful if

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everyone could take the time over the next 3 days and closely review the material for accuracy. If you could use the track changes feature in Microsoft Word and make your edits onto the document it would be helpful to me.

Let me know which document may be better to leave with members following our lobby visits. I will ask Jim to weigh in on that as well. Remember, Jim and I can only be effective if we are armed with the facts, as we represent W2I.

Thanks,

Crystal

Bolden, A. Scott

From: warrenwilliams@w2tech.net
Sent: Thursday, October 06, 2011 5:09 PM
To: Bolden, A. Scott
Cc: warrenwilliams@warrentongroup.com
Subject: Fwd: Thank you

-----Original Message-----
From: Jim Link [mailto:jim@americancapitolgroup.com]
Sent: Wednesday, June 11, 2008 02:30 PM
To: warrenwilliams@w2tech.net, "Alaka Williams W2", "Byron Boothe", "Jay Lapine", "Bolden, A. Scott", "Crystal Wright"
Subject: FW: Thank you

FYI?

James E. Link
Partner

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From: Jim Graham [mailto:Jim@grahamwone.com]
Sent: Wednesday, June 11, 2008 2:26 PM
To: Jim Link
Subject: RE: Thank you

Sinclair was observed putting the posters up.

I would rather not continue this on email.

I will check on the examiner. I know I did not speak to them.

The rejection of your application at Metro (which has not been approved) is

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necessitated not by any of this but by other factors relating to the application.

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me.

Jim Graham, Councilmember, Ward One, 1350 Pa. Ave., NW, #105, Washington, DC 20004. 202-724-8181
begin_of_the_skype_highlighting 202-724-8181
end_of_the_skype_highlighting; 202-724-8109 (fax).

Chairman, Committee on Public Works and the Environment (including alcohol regulation). Main Committee Number: 202-724-8195 begin_of_the_skype_highlighting 202-724-8195
end_of_the_skype_highlighting. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

Voting member, Board of Directors, WMATA/Metro.

Website: www.grahamwone.com

From: Jim Link [mailto:jim@americancapitolgroup.com]
Sent: Wednesday, June 11, 2008 12:31 PM
To: Jim Graham
Subject: RE: Thank you

Councilmember Graham,

I know you are out of town, but hopefully you are checking email?

We looked into the questions you asked. As you know, Warren Williams spoke emphatically that he had absolutely no involvement in paying for, producing or promoting the racist posters that were painted of you. Warren spoke with his father who said he did not know about or pay for the posters. While he couldn't speak for his partner Paul who is deceased, no one believes he would have paid for them either.

Warren also spoke with Sinclair Skinner who denied putting the posters up or paying for them to be produced. He did have a newspaper at one time that he was the editor of called the Georgia Ave. Defender and does remember his editorials that were critical of you and which spoke about gentrification, but that was the extent of his actions.

The Williams family confirmed with me again that no family member ever made a contribution to the campaign of Chad Williams, who challenged your seat.

I realize that you have had doubts about these matters, but these are the answers which I have received and those who have been asked these questions stand by what they say emphatically.

As for Metro, there are a number of factors that make it impossible for us to even consider accommodating your request.

I wanted you to also be aware that our communications person, Crystal Wright, received a call from a reporter from the DC Examiner who was asking questions about our meeting and seemed to know a great deal about what was said. Since I don?t talk to reporters, I would suggest that you contact Crystal directly if you would like to know more about this. Please know that no one from our team contacted the media as it would not be in our interest or your interest to publicize what was discussed.

Please let me know if you have any questions.

Thanks,

Jim

James E. Link
Partner

American Capitol Group

www.americancapitolgroup.com

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From: Jim Graham [mailto:Jim@grahamwone.com]
Sent: Tuesday, June 03, 2008 7:54 AM
To: Jim Link
Subject: RE: Thank you

I will be gone from the 6th to the 16th,....but I am sure nothing will happen during that time.

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me.

Jim Graham, Councilmember, Ward One, 1350 Pa. Ave., NW, #105, Washington, DC 20004. 202-724-8181
begin_of_the_skype_highlighting 202-724-8181
end_of_the_skype_highlighting; 202-724-8109 (fax).

Chairman, Committee on Public Works and the Environment (including alcohol regulation). Main Committee Number: 202-724-8195 begin_of_the_skype_highlighting 202-724-8195 end_of_the_skype_highlighting. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

Voting member, Board of Directors, WMATA/Metro.

Website: www.grahamwone.com

From: Jim Link [mailto:jim@americancapitolgroup.com]
Sent: Monday, June 02, 2008 2:56 PM
To: Jim Graham
Subject: RE: Thank you

Yes. Wheels are in motion. Everyone took your concerns seriously. I would like to discuss with you and/or Calvin at a time convenient for you. Thanks much.

Jim

James E. Link
Partner

American Capitol Group

www.americancapitolgroup.com

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From: Jim Graham [mailto:Jim@grahamwone.com]
Sent: Monday, June 02, 2008 8:12 AM
To: Jim Link
Subject: RE: Thank you

Thanks. Do you think they will do anything?

I typically answer emails before 9 AM on weekdays. If you email me

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after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me.

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Chairman, Committee on Public Works and the Environment (including alcohol regulation). Main Committee Number: 202-724-8195 begin_of_the_skype_highlighting 202-724-8195 end_of_the_skype_highlighting. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

Voting member, Board of Directors, WMATA/Metro.

Website: www.grahamwone.com

From: Jim Link [mailto:jim@americancapitolgroup.com]
Sent: Friday, May 30, 2008 1:59 PM
To: Jim Graham
Subject: Thank you

Dear Councilmember Graham,

I wanted to let you know that I greatly enjoyed and appreciated meeting you yesterday and for the opportunity you gave the Williams? to engage with you in reconciliation.
I found the meeting to be productive and I look forward to discussing next steps. Please feel free to contact me any time?my cell phone is 202 744-9661 begin_of_the_skype_highlighting 202 744-9661 end_of_the_skype_highlighting.

Best regards,

Jim

James E. Link
Partner

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Bolden, A. Scott

From: warrenwilliams@w2tech.net
Sent: Thursday, October 06, 2011 5:11 PM
To: Bolden, A. Scott
Cc: warrenwilliams@warrentongroup.com
Subject: Fwd:

-----Original Message-----
From: Jim Link [mailto:jim@americancapitolgroup.com]
Sent: Wednesday, June 11, 2008 12:39 PM
To: "Byron Boothe", "Jay Lapine", "Crystal Wright"
Cc: warrenwilliams@w2tech.net, "Alaka Williams W2", "Bolden, A. Scott"
Subject: RE:

The reason I said it that way, is that I wanted it to be clear that we could not even consider the request. I think it would be worse if we said, "we considered your request and cannot accommodate it." James E. Link Partner www.americancapitolgroup.com Washington, DC 122 C Street, NW Suite 500 Washington, DC 20001 Phone: (202) 628.3750 begin_of_the_skype_highlighting (202) 628.3750 end_of_the_skype_highlighting Fax: (202) 628.3770 CONFIDENTIALITY NOTICE: This e-mail and any attachments contain information from the American Capitol Group, LLC, and are intended solely for the use of the named recipient or recipients. This e-mail may contain privileged client communications or work product. Any dissemination of this e-mail by anyone other than an intended recipient is strictly prohibited. If you are not a named recipient, you are prohibited from any further viewing of the e-mail or any attachments or from making any use of the e-mail or attachments. If you believe you have received this e-mail in error, notify the sender immediately and permanently delete the e-mail, any attachments, and all copies thereof from any drives or storage media and destroy any printouts of the e-mail or attachments. -----Original Message----- From: Byron Boothe [mailto:Byron.Boothe@intralot.us] Sent: Wednesday, June 11, 2008 12:34 PM To: Jay Lapine; Jim Link; Crystal Wright Cc: warrenwilliams@w2tech.net; Alaka Williams W2; Bolden, A. Scott Subject: RE: Seriously I do not like the last line it empowers Graham too much it suggest that whatever we discussed we realized the subject matter may be dirty and thus we became a part of it in that we considered it! Byron Boothe Vice President, Government Relations INTRALOT USA 11360 Technology Circle Duluth, Georgia 30097 Cell:502-552-3348 begin_of_the_skype_highlighting 502-552-3348 end_of_the_skype_highlighting -----Original Message----- From: Jay Lapine Sent: Wednesday, June 11, 2008 12:02 PM To: Jim Link; Jay Lapine; 'Crystal Wright' Cc: warrenwilliams@w2tech.net; 'Alaka Williams W2'; 'Bolden, A. Scott'; Byron Boothe Subject: RE: Jim This is great-perfect. If Crystal is ok I think we use it. Also, I completely agree with you about JG but it is important that we make the record not him and with this addition you have doe so beautifully. Thanks so much Best Regards, Jay Jay M. Lapine, Esq. VP & General Counsel Intralot, Inc. 11360 Technology Circle Duluth GA 30097 770.295.2449 begin_of_the_skype_highlighting 770.295.2449 end_of_the_skype_highlighting This e-mail message and any attached files are confidential and are intended solely for the use of the addressee(s) named above. This communication may contain material protected by attorney-client, work product, or other privileges. If you are not the intended recipient, any review, use, dissemination, forwarding, printing, copying, or other distribution of this e-mail message and any attached files is strictly prohibited. If you have received this confidential communication in error, please notify the sender immediately by reply e-mail message and permanently delete the original message. .. -----Original

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Message----- From: Jim Link Sent: Wednesday, June 11, 2008 11:49 AM To: 'Jay Lapine' ; 'Crystal Wright' Cc: warrenwilliams@w2tech.net ; 'Alaka Williams W2' ; 'Bolden, A. Scott' ; 'Byron Boothe' Subject: RE: Yes, but Graham is perhaps the biggest conspiracy theorist I have ever come across and will pin this on us regardless. If we add such language, let me know what you think of the following.."I wanted you to also be aware that our communications person, Crystal Wright, received a call from a reporter from the DC Examiner who was asking questions about our meeting and seemed to know a great deal about what was said. Since I don't talk to reporters, I would suggest that you contact Crystal directly if you would like to know more about this. Please know that no one from our team contacted the media as it would not be in our interest or your interest to publicize what was discussed." James E. Link Partner www.americancapitolgroup.com Washington, DC 122 C Street, NW Suite 500 Washington, DC 20001 Phone: (202) 628.3750 begin_of_the_skype_highlighting (202) 628.3750 end_of_the_skype_highlighting Fax: (202) 628.3770 CONFIDENTIALITY NOTICE: This e-mail and any attachments contain information from the American Capitol Group, LLC, and are intended solely for the use of the named recipient or recipients. This e-mail may contain privileged client communications or work product. Any dissemination of this e-mail by anyone other than an intended recipient is strictly prohibited. If you are not a named recipient, you are prohibited from any further viewing of the e-mail or any attachments or from making any use of the e-mail or attachments. If you believe you have received this e-mail in error, notify the sender immediately and permanently delete the e-mail, any attachments, and all copies thereof from any drives or storage media and destroy any printouts of the e-mail or attachments. _____ From: Jay Lapine [mailto:Jay.Lapine@intralot.us] Sent: Wednesday, June 11, 2008 11:20 AM To: Crystal Wright; Jim Link Cc: warrenwilliams@w2tech.net; Alaka Williams W2; Bolden, A. Scott; Byron Boothe Subject: RE: I really like the way you have put this together. I do however, concur in the opinion of my wise co-counsel. You guys are so good with the right words couldn't we persuade you to do your magic once again to make the record we need but be subtle about it-Please Best Regards, Jay Jay M. Lapine, Esq. Vice President & General Counsel Intralot, Inc. 11360 Technology Circle Duluth GA 30097 770.295.2449
begin_of_the_skype_highlighting 770.295.2449 end_of_the_skype_highlighting
jay.lapine@intralot.us

_____ This e-mail message and any attached files are confidential and are intended solely for the use of the addressee(s) named above. This communication may contain material protected by attorney-client, work product, or other privileges. If you are not the intended recipient, any review, use, dissemination, forwarding, printing, copying, or other distribution of this e-mail message and any attached files is strictly prohibited. If you have received this confidential communication in error, please notify the sender immediately by reply e-mail message and permanently delete the original message. _____ From: Crystal Wright [mailto:cryswright@hotmail.com] Sent: Wednesday, June 11, 2008 11:10 AM To: 'Jim Link'; Jay Lapine; Byron Boothe Cc: warrenwilliams@w2tech.net; 'Alaka Williams W2'; 'Bolden, A. Scott' Subject: RE: This looks fine to me. I don't know what Scott and Jay think? Crystal From: Jim Link [mailto:jim@americancapitolgroup.com] Sent: Wednesday, June 11, 2008 10:28 AM To: 'Jay Lapine'; 'Byron Boothe' Cc: warrenwilliams@w2tech.net; 'Alaka Williams W2'; 'Crystal Wright'; 'Bolden, A. Scott' Subject: Sample email, please review: "Dear Councilmember Graham, We looked into the questions you asked. As you know, Warren Williams spoke emphatically that he had absolutely no involvement in paying for, producing or promoting the racist posters that were painted of you. Warren spoke with his father who said he did not know about or pay for the posters. While he couldn't speak for his partner Paul who is deceased, no one believes he would have paid for them either. Warren also spoke with Sinclair Skinner who denied putting the posters up or paying for them to be produced. He did have a newspaper at one time that he was the editor of called the Georgia Ave. Defender and does remember his editorials that were critical of you and which spoke about gentrification, but that was the extent of his actions. The Williams family confirmed with me again that no family member ever made a contribution to the campaign of Chad Williams, who challenged your

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seat. I realize that you have had doubts about these matters, but these are the answers which I have received and those who have been asked these questions stand by what they say emphatically. As for Metro, there are a number of factors that make it impossible for us to even consider accommodating your request. Please let me know if you have any questions. Thanks, Jim" James E. Link Partner www.americancapitolgroup.com Washington, DC 122 C Street, NW Suite 500 Washington, DC 20001 Phone: (202) 628.3750 begin_of_the_skype_highlighting (202) 628.3750 end_of_the_skype_highlighting Fax: (202) 628.3770 CONFIDENTIALITY NOTICE: This e-mail and any attachments contain information from the American Capitol Group, LLC, and are intended solely for the use of the named recipient or recipients. This e-mail may contain privileged client communications or work product. Any dissemination of this e-mail by anyone other than an intended recipient is strictly prohibited. If you are not a named recipient, you are prohibited from any further viewing of the e-mail or any attachments or from making any use of the e-mail or attachments. If you believe you have received this e-mail in error, notify the sender immediately and permanently delete the e-mail, any attachments, and all copies thereof from any drives or storage media and destroy any printouts of the e-mail or attachments.

Bolden, A. Scott

From: warrenwilliams@w2tech.net
Sent: Monday, October 10, 2011 11:23 AM
To: Bolden, A. Scott
Subject: Fwd: Attorney Client Priviledged communication

-----Original Message-----
From: EMMANUELBAILEY@aol.com [mailto:EMMANUELBAILEY@aol.com]
Sent: Monday, January 5, 2009 11:37 PM
To: warrenwilliams@w2tech.net
Subject: Attorney Client Priviledged communication

Warren,
I'll see you tomorrow. From a business strategy standpoint, I suggest you do this:

1. Our Nupe is totally correct on the facts. However, only you can get him to see the fact that in the long run, you are the one that gets hurt in this (more delays in getting the deal moving); the city has to either spend extra money to do a contract under $1m; and the DC residents are hurt.
2. On the illegal point, it is not illegal according to current DC contracting rules. For example, there are no restrictions, that I can see, that would prevent your company from selling an equity stake or bringing on an equity party, etc., that would impact the current contract. He should have his legal team research this point.
3. Our Nupe could be the one that is viewed by the public as brining 'smart' resolution to this problem. It's not like the Council can say (and we can confirm this) that they conceived of this idea. The beauty here is that you (Warren) and our Nupe can say that you both turned to LONG-TIME friends and business colleagues to bring in additional expertise. You could also state that you approached me a year or two years ago. However, I was tied up with getting Walter Reed back on track given the Presidential level attention on the facility. I have one of the Top Lottery executives in the country that happens to be a black female; we have been a CBE company since 1997; we current have Millions of dollars in Federal contracts with respected agencies, such as, NIST (one of the most respected research federal agencies in the government), Dept of Defense (we rescued Walter Reed, which our DC Congress Rep was instrumental in brining to the National stage and a DC based company help Walter Reed receive it's highest JACHO hospital inspection score ever; we work with Dept of Commerce and Dept of Labor; and we are close to being 3 out of 290 minority companies to receive an actual contract from the Treasury Dept on TARP.

Again, I think it totally right for our Nupe to feel this way. However, the smarter play, especially for you, is to get this done now. I don't think there has to be any precedent setting. He can make it clear to the older guy that it is not. Rather than a compromise, our Nupe can play this as Barack would -put the best interest of the residents first; work with rivals; get this done.

I want to give this one last shot before I jump off this deal (still work with you on other stuff), because it is really taking a lot of time. Again, whatever you need me to do, let me know. /eb

New year...new news. Be the first to know what is making headlines.

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Bolden, A. Scott

From: warrenwilliams@w2tech.net
Sent: Monday, October 10, 2011 12:24 PM
To: Bolden, A. Scott
Cc: warrenwilliams@warrentongroup.com
Subject: Fwd: Confidential

-----Original Message-----
From: ebailey@capitolstructures.com [mailto:ebailey@capitolstructures.com]
Sent: Friday, December 26, 2008 12:51 PM
To: 'Warren Williams'
Subject: Re: Confidential

Come on down. Call u later. We will get this done. Failure is NOT an option. ------Original Message-----
- From: Warren Williams To: Emmanuel Bailey ReplyTo: Warren Williams Sent: Dec 26, 2008 11:49 AM Subject: Re: Confidential Give me a buzz when you are free. Hope that you are enjoying the weather and golf down there. One of these days I'm going to have to make that trip. Warren ------ Original Message------ From: Emmanuel Bailey To: Warren Williams ReplyTo: Emmanuel Bailey Subject: Confidential Sent: Dec 26, 2008 10:37 AM There is a strong push to rebid and a lot of people you know are working to get bids in (jeff thompson, etc). A lot of damage done by pushing for a vote. Forces don't want you guys in the lead decision making role. Working on this now. Call you later Sent from my Verizon Wireless BlackBerry Sent from my BlackBerry® smartphone with SprintSpeed Sent from my Verizon Wireless BlackBerry

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ReedSmith

A. Scott Bolden
Direct Phone: +1 202 414 9266
Email: abolden@reedsmith.com

Reed Smith LLP
1301 K Street, N.W.
Suite 1100 - East Tower
Washington, D.C. 20005-3373
+1 202 414 9200
Fax +1 202 414 9299
reedsmith.com

June 25, 2012

BY ELECTRONIC MAIL

Bradley J. Bondi
Cadwalader, Wickersham & Taft LLP
700 Sixth Street, NW
Washington, DC 20001

Re: WMATA Inquiry

Dear ~~Mr. Bondi~~ Brad:

This will confirm that the undersigned represents W2Tech and their responses to your document requests of May 24, 2012. Please see W2Tech's responses below.

1. All communications between W2Tech and any member of the Board of Directors of the Washington Metropolitan Area Transit Authority, including D.C. Councilmember Jim Graham, relating to the development of the Shaw-Howard/Florida Avenue site. This includes all communications whether or not the Board member was acting in an official capacity as a Board member at the time of the communication.

   RESPONSE: See documents attached (Bates Stamp Nos. WW000001-WW000064).

2. All documents and communications relating to the development of the Shaw-Howard/Florida Avenue site, including, but not limited to, communications with WMATA staff, communications with current or former members of the Metro Board of Directors, and communications with current or former members of the Council of the District of Columbia.

   RESPONSE: See documents attached (Bates Stamp Nos. WW000001-WW000064).

3. All communications, including internal communications, discussing or relating to any meetings or other communications with Councilmember Graham.

   RESPONSE: See documents attached (Bates Stamp Nos. WW000001-WW000064).

4. All documents, including handwritten notes, describing any conversations with any member of the Board of Directors of the Washington Metropolitan Area Transit Authority, including Councilmember Graham.

FOIA CONFIDENTIAL TREATMENT REQUESTED

ReedSmith

RESPONSE: See documents attached (Bates Stamp Nos. WW000001-WW000064).

5. Any other documents that you believe may be helpful to our investigation.

RESPONSE: See documents attached (Bates Stamp Nos. WW000001-WW000064).

Sincerely, I am

A. Scott Bolden

A. Scott Bolden

ReedSmith

Reed Smith LLP
1301 K Street, N.W.
Suite 1100 - East Tower
Washington, D.C. 20005-3373
+1 202 414 9200
Fax +1 202 414 9299
reedsmith.com

A. Scott Bolden
Direct Phone: +1 202 414 9266
Email: abolden@reedsmith.com

June 25, 2012

BY ELECTRONIC MAIL

Bradley J. Bondi
Cadwalader, Wickersham & Taft LLP
700 Sixth Street, NW
Washington, DC 20001

Re: WMATA Inquiry

Dear Mr. Bondi:

This will confirm that the undersigned represents W2I and their responses to your document requests of May 24, 2012. Please see W2I's responses below.

1. All communications between W2I and any member of the Board of Directors of the Washington Metropolitan Area Transit Authority, including D.C. Councilmember Jim Graham, relating to the development of the Shaw-Howard/Florida Avenue site. This includes all communications whether or not the Board member was acting in an official capacity as a Board member at the time of the communication.

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4. All documents, including handwritten notes, describing any conversations with any member of the Board of Directors of the Washington Metropolitan Area Transit Authority, including Councilmember Graham.

FOIA CONFIDENTIAL TREATMENT REQUESTED

ReedSmith

RESPONSE: See documents attached (Bates Stamp Nos. WW000001-WW000064).

5. Any other documents that you believe may be helpful to our investigation.

RESPONSE: See documents attached (Bates Stamp Nos. WW000001-WW000064).

Sincerely, I am

A. Scott Bolden

From: warrenwilliams@w2tech.net
Sent: Thursday, October 06, 2011 4:54 PM
To: Bolden, A. Scott
Cc: warrenwilliams@warrentongroup.com
Subject: Fwd: Lobbying update

-----Original Message-----
From: Jim Link [mailto:jim@americancapitolgroup.com]
Sent: Wednesday, May 28, 2008 03:38 PM
To: "Jim Link", "Crystal Wright", alakawilliams@w2tech.net, "Byron Boothe", "Jay Lapine", warrenwilliams@w2tech.net, abolden@reedsmith.com
Subject: Lobbying update
Importance: High

Good afternoon. Quick update?Crystal and I are meeting with Councilmember Jim Graham tomorrow at 11am. This will be our first meeting and also our most important meeting and we are going to get together tomorrow morning ahead of time to make sure we have all our facts straight and the message and discussion leads us to a point where he feels comfortable and he has ownership of the effort to obtain Council approval of the W2I contract.

As for others, we also have a meeting tomorrow at 4pm with Cheh (Ward 3). Kwame Brown told us that he is booked solid for the next three weeks. Catania is also too busy. I?ll keep you posted on the others.

Jim

James E. Link
Partner

AMERICAN CAPITOL GROUP

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From: Jim Link [mailto:jim@americancapitolgroup.com]
Sent: Friday, May 23, 2008 5:32 PM
To: 'Crystal Wright'; 'alakawilliams@w2tech.net'; 'Byron Boothe'; 'Jay Lapine'; 'warrenwilliams@w2tech.net'
Subject: RE: Revised materials

As an FYI?We have confirmation that all the scheduling requests for each member of the City Council have been received. We will be following up to schedule meetings for next week. We?ll keep you posted.

Jim

James E. Link
Partner

AMERICAN CAPITOL GROUP

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From: Crystal Wright [mailto:crystal@bakerwright.com]
Sent: Friday, May 23, 2008 4:47 PM
To: alakawilliams@w2tech.net; 'Byron Boothe'; 'Jay Lapine'; warrenwilliams@w2tech.net
Cc: 'Jim Link'
Subject: Revised materials
Importance: High

All,

Please find attached the latest version of the FAQ and a new document Facts about the DC Lottery Bid. All of the information in the Fact Sheet is taken from the hearing transcript almost verbatim. It would be helpful if everyone could take the time over the next 3 days and closely review the material for accuracy. If you could use the track changes feature in Microsoft Word and make your edits onto the document it would be helpful to me.

Let me know which document may be better to leave with members following our lobby visits. I will ask Jim to weigh in on that as well. Remember, Jim and I can only be effective if we are armed with the facts, as we represent W2I.

Thanks,

Crystal

From: warrenwilliams@w2tech.net
Sent: Thursday, October 06, 2011 4:20 PM
To: Bolden, A. Scott
Cc: warrenwilliams@warrentongroup.com
Subject: Fwd: Revised materials

-----Original Message-----
From: Jim Link [mailto:jim@americancapitolgroup.com]
Sent: Friday, May 23, 2008 05:32 PM
To: "Crystal Wright", alakawilliams@w2tech.net, "Byron Boothe", "Jay Lapine", warrenwilliams@w2tech.net
Subject: RE: Revised materials

As an FYI?We have confirmation that all the scheduling requests for each member of the City Council have been received. We will be following up to schedule meetings for next week. We?ll keep you posted.

Jim

James E. Link
Partner

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From: Crystal Wright [mailto:crystal@bakerwright.com]
Sent: Friday, May 23, 2008 4:47 PM
To: alakawilliams@w2tech.net; 'Byron Boothe'; 'Jay Lapine'; warrenwilliams@w2tech.net
Cc: 'Jim Link'
Subject: Revised materials
Importance: High

All,

Please find attached the latest version of the FAQ and a new document Facts about the DC Lottery Bid. All of the information in the Fact Sheet is taken from the hearing transcript almost verbatim. It would be helpful if

everyone could take the time over the next 3 days and closely review the material for accuracy. If you could use the track changes feature in Microsoft Word and make your edits onto the document it would be helpful to me.

Let me know which document may be better to leave with members following our lobby visits. I will ask Jim to weigh in on that as well. Remember, Jim and I can only be effective if we are armed with the facts, as we represent W2I.

Thanks,

Crystal

From: warrenwilliams@w2tech.net
Sent: Wednesday, June 20, 2012 8:19 PM
To: Bolden, A. Scott
Subject: Fwd: Graham

-----Original Message-----
From: Crystal Wright [mailto:crystal@bakerwright.com]
Sent: Monday, June 2, 2008 01:22 PM
To: warrenwilliams@w2tech.net, "Alaka Williams W2", "Jay Lapine", "Byron Boothe"
Cc: "Jim Link", "A. Scott Bolden"
Subject: RE: Graham

Jim emailed Graham Friday after we spoke and hasn't heard from him yet. He also tried to connect with Calvin but the office was closed Friday when he called. We'll update you as we hear more. -----Original Message----- From: warrenwilliams@w2tech.net [mailto:warrenwilliams@w2tech.net] Sent: Monday, June 02, 2008 1:16 PM To: Crystal Wright; Alaka Williams W2; Jay Lapine; Byron Boothe Cc: 'Jim Link'; A. Scott Bolden Subject: Graham Crystal, So sorry to hear of Jim's family situation. I am wondering whether or not you were able to thank Calvin and or email Graham regarding the meeting. Warren Sent from my BlackBerry® wireless device -----Original Message----- From: "Crystal Wright" Date: Mon, 2 Jun 2008 12:54:20 To:, "'Jay Lapine'" , "'Byron Boothe'" , Cc:"'Jim Link'" , "'Bolden, A. Scott'" Subject: Cheh Meeting-Action Required This morning, I met with Cheh's chief of staff, Jonathan Willingham. He was gracious and to the point. He explained that Cheh's office hasn't really focused on the lottery contract issue because she's trying to get her energy bill passed. He said they were surprised when the legislation appeared so abruptly on the agenda because no one knew about it prior to that. At the start of our meeting he said he's heard from the LTE folks and that believes there has been lots of "vitriol" thrown around from both sides. Jonathan said he's interested in the facts and reminded me that he's a lawyer as are most of the staff members in Cheh's office. During our 30 minute discussion, we talked mostly about the qualifications of W2I to handle the contract and mostly asked questions around W2Tech's qualifications, which I believe I answered to his satisfaction even leaving him with Alake's resume and other support documents submitted around that question. I told him Alaka was running the company day to day and said she would be happy to join me in a follow up visit, which he was amenable to. He agreed with me when I remarked that this issue has flown far off course from the facts and that we would hope council members votes would be based on the facts not personalities. He and another staffer in the meeting both nodded their heads and smiled in agreement. Jonathan asked if we could send over the three ring binder today or Tuesday because he can't find Cheh's copy. He also asked questions below, which I promised to get him by Tuesday. 1. Jonathan asserts that when the RFP was first issued it had the terms of the contract be for 5 years with a 5 year renewal. He said the terms changed somewhere during the process because the final and best offer was for 6 six years with a 4 year renewal. Why did this occur? (If Payne should provide this answer then I can direct him to Payne's office but we should try to find out) 2. What would be the net loss of DC jobs if W2I takes over the contract? (mentioned that only the server would be operated in Idaho but I told him I would get specific numbers). 3. Does Intralot have experience in Keno/Rapid Draw in North America? 4. There was a protest letter sent by LTE to (the Lottery Board, he didn't specify). He said that the city then sent a response in writing and he would like to get a copy of this letter. He said that if the letter was sealed, he doesn't understand why it would be sealed from a legal point of view. Jim Link is in Cleveland with a dying family member, so we will try to schedule meetings for next week if any other requests come through. I am hoping to get him our responses by tomorrow morning. Thanks, Crystal Wright Public Relations Strategist Baker Wright Group, LLC 5853 Nebraska Ave., NW Washington, DC 20015 w: 202/829-0848 c: 202/549-8072 www.bakerwright.com

FOIA CONFIDENTIAL TREATMENT REQUESTED **WMATA-INV 013231**

From: warrenwilliams@w2tech.net
Sent: Wednesday, June 20, 2012 8:19 PM
To: Bolden, A. Scott
Subject: Fwd: Graham

-----Original Message-----
From: Crystal Wright [mailto:crystal@bakerwright.com]
Sent: Monday, June 2, 2008 01:57 PM
To: warrenwilliams@w2tech.net
Subject: RE: Graham

Jim just called me and said he did get a response back from Graham. He was driving but will email it to me. -----Original Message----- From: warrenwilliams@w2tech.net [mailto:warrenwilliams@w2tech.net] Sent: Monday, June 02, 2008 1:56 PM To: Crystal Wright Subject: Re: Graham Great work Crystal. Sent from my BlackBerry® wireless device ----- Original Message----- From: "Crystal Wright" Date: Mon, 2 Jun 2008 13:22:16 To:, "'Alaka Williams W2'" , "'Jay Lapine'" , "'Byron Boothe'" Cc:"'Jim Link'" , "'A. Scott Bolden'" Subject: RE: Graham Jim emailed Graham Friday after we spoke and hasn't heard from him yet. He also tried to connect with Calvin but the office was closed Friday when he called. We'll update you as we hear more. -----Original Message----- From: warrenwilliams@w2tech.net [mailto:warrenwilliams@w2tech.net] Sent: Monday, June 02, 2008 1:16 PM To: Crystal Wright; Alaka Williams W2; Jay Lapine; Byron Boothe Cc: 'Jim Link'; A. Scott Bolden Subject: Graham Crystal, So sorry to hear of Jim's family situation. I am wondering whether or not you were able to thank Calvin and or email Graham regarding the meeting. Warren Sent from my BlackBerry® wireless device -----Original Message----- From: "Crystal Wright" Date: Mon, 2 Jun 2008 12:54:20 To:, "'Jay Lapine'" , "'Byron Boothe'" , Cc:"'Jim Link'" , "'Bolden, A. Scott'" Subject: Cheh Meeting-Action Required This morning, I met with Cheh's chief of staff, Jonathan Willingham. He was gracious and to the point. He explained that Cheh's office hasn't really focused on the lottery contract issue because she's trying to get her energy bill passed. He said they were surprised when the legislation appeared so abruptly on the agenda because no one knew about it prior to that. At the start of our meeting he said he's heard from the LTE folks and that believes there has been lots of "vitriol" thrown around from both sides. Jonathan said he's interested in the facts and reminded me that he's a lawyer as are most of the staff members in Cheh's office. During our 30 minute discussion, we talked mostly about the qualifications of W2I to handle the contract and mostly asked questions around W2Tech's qualifications, which I believe I answered to his satisfaction even leaving him with Alake's resume and other support documents submitted around that question. I told him Alaka was running the company day to day and said she would be happy to join me in a follow up visit, which he was amenable to. He agreed with me when I remarked that this issue has flown far off course from the facts and that we would hope council members votes would be based on the facts not personalities. He and another staffer in the meeting both nodded their heads and smiled in agreement. Jonathan asked if we could send over the three ring binder today or Tuesday because he can't find Cheh's copy. He also asked questions below, which I promised to get him by Tuesday. 1. Jonathan asserts that when the RFP was first issued it had the terms of the contract be for 5 years with a 5 year renewal. He said the terms changed somewhere during the process because the final and best offer was for 6 six years with a 4 year renewal. Why did this occur? (If Payne should provide this answer then I can direct him to Payne's office but we should try to find out) 2. What would be the net loss of DC jobs if W2I takes over the contract? (mentioned that only the server would be

operated in Idaho but I told him I would get specific numbers). 3. Does Intralot have experience in Keno/Rapid Draw in North America? 4. There was a protest letter sent by LTE to (the Lottery Board, he didn't specify). He said that the city then sent a response in writing and he would like to get a copy of this letter. He said that if the letter was sealed, he doesn't understand why it would be sealed from a legal point of view. Jim Link is in Cleveland with a dying family member, so we will try to schedule meetings for next week if any other requests come through. I am hoping to get him our responses by tomorrow morning. Thanks, Crystal Wright Public Relations Strategist Baker Wright Group, LLC 5853 Nebraska Ave., NW Washington, DC 20015 w: 202/829-0848 c: 202/549-8072 www.bakerwright.com

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From: warrenwilliams@w2tech.net
Sent: Thursday, October 06, 2011 4:49 PM
To: Bolden, A. Scott
Cc: warrenwilliams@warrentongroup.com
Subject: Fwd: Graham

-----Original Message-----
From: Crystal Wright [mailto:cryswright@hotmail.com]
Sent: Monday, June 2, 2008 02:05 PM
To: "Alaka Williams W2", warrenwilliams@w2tech.net, "Jay Lapine", "Byron Boothe"
Cc: "Jim Link", "A. Scott Bolden"
Subject: Graham
Importance: High

Jim said that Graham emailed him back thanking him also and say "Do you think they will do anything?"

It is pretty clear he wants us to come back with something. . .

Crystal Wright
Public Relations Strategist
Baker Wright Group, LLC
5853 Nebraska Ave., NW
Washington, DC 20015
w: 202/829-0848 begin_of_the_skype_highlighting 202/829-0848 end_of_the_skype_highlighting
c: 202/549-8072 begin_of_the_skype_highlighting 202/549-8072 end_of_the_skype_highlighting
www.bakerwright.com

From: alakawilliams@w2tech.net
Sent: Thursday, July 17, 2008 5:40 PM
To: Bolden, A. Scott
Cc: warrenwilliams@w2tech.net
Subject: Fwd: Thank you

Attachments: image002.jpg; image001.jpg

image002.jpg (2 KB)

image001.jpg (2 KB)

-----Original Message-----
From: Jim Link [mailto:jim@americancapitolgroup.com]
Sent: Monday, June 2, 2008 02:57 PM
To: ''Crystal Wright'', alakawilliams@w2tech.net
Subject: FW: Thank you

FYI below. I just put a call into Calvin as well. We should have another check-in to discuss.

Jim

James E. Link

Partner

www.americancapitolgroup.com <http://www.larsonstewart.com/>

Washington, DC

122 C Street, NW

Suite 500

Washington, DC 20001

Phone: (202) 628.3750

Fax: (202) 628.3770

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From: warrenwilliams@w2tech.net
Sent: Thursday, October 06, 2011 4:37 PM
To: Bolden, A. Scott
Cc: warrenwilliams@warrentongroup.com
Subject: Fwd: Graham

-----Original Message-----
From: Jim Link [mailto:jim@americancapitolgroup.com]
Sent: Monday, June 2, 2008 06:43 PM
To: warrenwilliams@w2tech.net, "Crystal Wright"
Cc: "Alaka Williams W2", "A. Scott Bolden"
Subject: RE: Graham

Warren, I think we should be upfront with Graham about why this piece of his request cannot be accommodated. Its pretty clear that you are unable for very strict legal reasons to unilaterally make that decision. Is there a possibility that this project could be expanded to include someone of his liking? This Metro project is only one project in a long list of upcoming projects and if we were to have some idea of that list and work with Graham proactively going forward and perhaps on something specific that he wants, that would be very useful and valuable to him. Let me know what you think...we should have an idea of our position and what we can offer before we have the conversation with Graham or Calvin. Jim James E. Link Partner www.americancapitolgroup.com Washington, DC 122 C Street, NW Suite 500 Washington, DC 20001 Phone: (202) 628.3750 begin_of_the_skype_highlighting (202) 628.3750 end_of_the_skype_highlighting Fax: (202) 628.3770 CONFIDENTIALITY NOTICE: This e-mail and any attachments contain information from the American Capitol Group, LLC, and are intended solely for the use of the named recipient or recipients. This e-mail may contain privileged client communications or work product. Any dissemination of this e-mail by anyone other than an intended recipient is strictly prohibited. If you are not a named recipient, you are prohibited from any further viewing of the e-mail or any attachments or from making any use of the e-mail or attachments. If you believe you have received this e-mail in error, notify the sender immediately and permanently delete the e-mail, any attachments, and all copies thereof from any drives or storage media and destroy any printouts of the e-mail or attachments. -----Original Message----- From: warrenwilliams@w2tech.net [mailto:warrenwilliams@w2tech.net] Sent: Monday, June 02, 2008 5:46 PM To: Crystal Wright Cc: Alaka Williams W2; 'Jim Link'; A. Scott Bolden Subject: Re: Graham We should discuss with the councilmemeber, the fact that, even though I don't like it to prove to him that I'm "onboard" and "non-threatning" I would give him the wmata project. The legal realities are that I can't do that. Banneker Ventures own 35% of the rights to develop the sites. Two other companies have much more to lose. If we tried to drop out they would sue us. We've got six figures of expenses as well as a six figure deposit being held by wmata. Is this something Omar and I go in with Jim and Crystal to discuss with the councilmember? Our wmata board meeting where this gets voted on is this thursday. Advice? Warren Sent from my BlackBerry® wireless device -----Original Message----- From: "Crystal Wright" Date: Mon, 2 Jun 2008 14:05:50 To:"'Alaka Williams W2'" , , "'Jay Lapine'" , "'Byron Boothe'" Cc:"'Jim Link'" , "'A. Scott Bolden'" Subject: Graham Jim said that Graham emailed him back thanking him also and say "Do you think they will do anything?" It is pretty clear he wants us to come back with something. . . Crystal Wright Public Relations Strategist Baker Wright Group, LLC 5853 Nebraska Ave., NW Washington, DC 20015 w: 202/829-0848 begin_of_the_skype_highlighting 202/829-0848 end_of_the_skype_highlighting c: 202/549-8072 begin_of_the_skype_highlighting 202/549-8072 end_of_the_skype_highlighting www.bakerwright.com

From: warrenwilliams@w2tech.net
Sent: Wednesday, June 20, 2012 8:22 PM
To: Bolden, A. Scott
Subject: Fwd: Graham

-----Original Message-----
From: Crystal Wright [mailto:cryswright@hotmail.com]
Sent: Monday, June 2, 2008 08:15 PM
To: warrenwilliams@w2tech.net
Subject: RE: Graham

All these points make sense and will talk to Jim about how we bundle them together in our next follow up with Graham. -----Original Message----- From: warrenwilliams@w2tech.net [mailto:warrenwilliams@w2tech.net] Sent: Monday, June 02, 2008 7:05 PM To: 'Jim Link'; 'Crystal Wright' Cc: Alaka Williams W2; A. Scott Bolden Subject: Re: Graham Jim, I think being honest with Graham is the right move as well. We have begun some preliminary talks with LaKritz, the developer he wants to see win the site. If Graham wants to cut the deal with Lakritz for a "better project" we could do that. But I just can't give the project to anyone. Other issues, I spoke with my father and he certainly did know about or pay for any racist posters. He couldn't speak for his partner Paul, but he's deceased. And no one would have thought he would have paid for them as well. In speaking with Sinclair he denied putting the posters up. And paying for them to get done. He did have a newspaper at one time that he was the editor of called the GA Defender. And does recall some editorials that spoke about gentrification. One other thing that should be mentioned to council member Graham is that we have tried to support him several times during his runs for city council and that he has accepted thousands of dollars that were bundled and hand delivered to him from Clubu and various entities that were in my control. Thousands. So when he ask was I funding his enemies, the answer is no they funded you Mr. Graham. Just a thought, Warren Thanks, Warren Sent from my BlackBerry® wireless device ----Original Message----- From: "Jim Link" Date: Mon, 2 Jun 2008 18:43:46 To:, "'Crystal Wright'" Cc:"'Alaka Williams W2'" , "'A. Scott Bolden'" Subject: RE: Graham Warren, I think we should be upfront with Graham about why this piece of his request cannot be accommodated. Its pretty clear that you are unable for very strict legal reasons to unilaterally make that decision. Is there a possibility that this project could be expanded to include someone of his liking? This Metro project is only one project in a long list of upcoming projects and if we were to have some idea of that list and work with Graham proactively going forward and perhaps on something specific that he wants, that would be very useful and valuable to him. Let me know what you think...we should have an idea of our position and what we can offer before we have the conversation with Graham or Calvin. Jim James E. Link Partner www.americancapitolgroup.com Washington, DC 122 C Street, NW Suite 500 Washington, DC 20001 Phone: (202) 628.3750 Fax: (202) 628.3770 CONFIDENTIALITY NOTICE: This e-mail and any attachments contain information from the American Capitol Group, LLC, and are intended solely for the use of the named recipient or recipients. This e-mail may contain privileged client communications or work product. Any dissemination of this e-mail by anyone other than an intended recipient is strictly prohibited. If you are not a named recipient, you are prohibited from any further viewing of the e-mail or any attachments or from making any use of the e-mail or attachments. If you believe you have received this e-mail in error, notify the sender immediately and permanently delete the e-mail, any attachments, and all copies thereof from any drives or storage media and destroy any printouts of the e-mail or attachments. -----Original Message----- From:

FOIA CONFIDENTIAL TREATMENT REQUESTED **WMATA-INV 013237**

warrenwilliams@w2tech.net [mailto:warrenwilliams@w2tech.net] Sent: Monday, June 02, 2008 5:46 PM To: Crystal Wright Cc: Alaka Williams W2; 'Jim Link'; A. Scott Bolden Subject: Re: Graham We should discuss with the councilmemeber, the fact that, even though I don't like it to prove to him that I'm "onboard" and "non-threatning" I would give him the wmata project. The legal realities are that I can't do that. Banneker Ventures own 35% of the rights to develop the sites. Two other companies have much more to lose. If we tried to drop out they would sue us. We've got six figures of expenses as well as a six figure deposit being held by wmata. Is this something Omar and I go in with Jim and Crystal to discuss with the councilmember? Our wmata board meeting where this gets voted on is this thursday. Advice? Warren Sent from my BlackBerry® wireless device -----Original Message----- From: "Crystal Wright" Date: Mon, 2 Jun 2008 14:05:50 To:"'Alaka Williams W2'" , , "'Jay Lapine'" , "'Byron Boothe'" Cc:"'Jim Link'" , "'A. Scott Bolden'" Subject: Graham Jim said that Graham emailed him back thanking him also and say "Do you think they will do anything?" It is pretty clear he wants us to come back with something. . . Crystal Wright Public Relations Strategist Baker Wright Group, LLC 5853 Nebraska Ave., NW Washington, DC 20015 w: 202/829-0848 c: 202/549-8072 www.bakerwright.com

From: Bolden, A. Scott
Sent: Monday, June 02, 2008 8:26 PM
To: 'warrenwilliams@w2tech.net'; Crystal Wright
Cc: Alaka Williams W2; 'Jim Link'
Subject: RE: Graham

I have made my thoughts on this nonsense very clear to warren. this is complete bs and we are getting very close to corruption, bid rigging and other inappropriate conduct and I am not going to be a part of it. perhaps the us atty should make the call on this by speaking with Mr. Graham about his request. Am I clear on this. To even consider it is placing each of us at risk. Period.

A. Scott Bolden
abolden@reedsmith.com

Reed Smith LLP
1301 K Street, NW
Suite 1100-- East Tower
Washington, DC 20005
Phone: 202-414-9266
>Fax: 202-414-9299
>

-----Original Message-----
From: warrenwilliams@w2tech.net [mailto:warrenwilliams@w2tech.net]
Sent: Monday, June 02, 2008 5:46 PM
To: Crystal Wright
Cc: Alaka Williams W2; 'Jim Link'; Bolden, A. Scott
Subject: Re: Graham

We should discuss with the councilmemeber, the fact that, even though I don't like it to prove to him that I'm "onboard" and "non-threatning" I would give him the wmata project.

The legal realities are that I can't do that. Banneker Ventures own 35% of the rights to develop the sites. Two other companies have much more to lose. If we tried to drop out they would sue us. We've got six figures of expenses as well as a six figure deposit being held by wmata.

Is this something Omar and I go in with Jim and Crystal to discuss with the councilmember? Our wmata board meeting where this gets voted on is this thursday.

Advice?

Warren
Sent from my BlackBerry® wireless device

-----Original Message-----
From: "Crystal Wright" <cryswright@hotmail.com>

Date: Mon, 2 Jun 2008 14:05:50
To:"'Alaka Williams W2'" <alakawilliams@w2tech.net>, <warrenwilliams@w2tech.net>, "'Jay Lapine'" <Jay.Lapine@intralot.us>, "'Byron Boothe'" <Byron.Boothe@intralot.us>
Cc:"'Jim Link'" <jim@americancapitolgroup.com>, "'A. Scott Bolden'" <ABolden@ReedSmith.com>
Subject: Graham

Jim said that Graham emailed him back thanking him also and say "Do you think they will do anything?"

It is pretty clear he wants us to come back with something. . .

CONFIDENTIAL **WW000013**

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013239

From: Bolden, A. Scott
Sent: Monday, June 02, 2008 8:31 PM
To: 'warrenwilliams@w2tech.net'; 'Jim Link'; 'Crystal Wright'
Cc: Alaka Williams W2
Subject: RE: Graham

any follup discussions and meeting with mr. graham, please sure I attend. the political stuff, we can negotiate. the bid withdrawl is off the table.

A. Scott Bolden
abolden@reedsmith.com

Reed Smith LLP
1301 K Street, NW
Suite 1100-- East Tower
Washington, DC 20005
Phone: 202-414-9266
>Fax: 202-414-9299
>

-----Original Message-----
From: warrenwilliams@w2tech.net [mailto:warrenwilliams@w2tech.net]
Sent: Monday, June 02, 2008 7:05 PM
To: 'Jim Link'; 'Crystal Wright'
Cc: Alaka Williams W2; Bolden, A. Scott
Subject: Re: Graham

Jim,

I think being honest with Graham is the right move as well. We have begun some preliminary talks with LaKritz, the developer he wants to see win the site.

If Graham wants to cut the deal with Lakritz for a "better project" we could do that. But I just can't give the project to anyone.

Other issues, I spoke with my father and he certainly did know about or pay for any racist posters. He couldn't speak for his partner Paul, but he's deceased. And no one would have thought he would have paid for them as well.

In speaking with Sinclair he denied putting the posters up. And paying for them to get done. He did have a newspaper at one time that he was the editor of called the GA Defender. And does recall some editorials that spoke about gentrification.

One other thing that should be mentioned to council member Graham is that we have tried to support him several times during his runs for city council and that he has accepted thousands of dollars that were bundled and hand delivered to him from Clubu and various entities that were in my control. Thousands.

So when he ask was I funding his enemies, the answer is no they funded you Mr. Graham.

Just a thought,

Warren

Thanks,

Warren
Sent from my BlackBerry® wireless device

-----Original Message-----
From: "Jim Link" <jim@americancapitolgroup.com>

From: warrenwilliams@w2tech.net
Sent: Wednesday, June 20, 2012 8:25 PM
To: Bolden, A. Scott
Subject: Fwd: Graham

-----Original Message-----
From: Crystal Wright [mailto:cryswright@hotmail.com]
Sent: Monday, June 2, 2008 09:06 PM
To: "Bolden, A. Scott", warrenwilliams@w2tech.net
Cc: "Alaka Williams W2", "Jim Link"
Subject: RE: Graham

Jim and I agree with your counsel also. -----Original Message----- From: Bolden, A. Scott [mailto:ABolden@ReedSmith.com] Sent: Monday, June 02, 2008 8:26 PM To: warrenwilliams@w2tech.net; Crystal Wright Cc: Alaka Williams W2; Jim Link Subject: RE: Graham I have made my thoughts on this nonsense very clear to warren. this is complete bs and we are getting very close to corruption, bid rigging and other inappropriate conduct and I am not going to be a part of it. perhaps the us atty should make the call on this by speaking with Mr. Graham about his request. Am I clear on this. To even consider it is placing each of us at risk. Period. A. Scott Bolden abolden@reedsmith.com Reed Smith LLP 1301 K Street, NW Suite 1100-- East Tower Washington, DC 20005 Phone: 202-414-9266 >Fax: 202-414-9299 > ----- Original Message----- From: warrenwilliams@w2tech.net [mailto:warrenwilliams@w2tech.net] Sent: Monday, June 02, 2008 5:46 PM To: Crystal Wright Cc: Alaka Williams W2; 'Jim Link'; Bolden, A. Scott Subject: Re: Graham We should discuss with the councilmemeber, the fact that, even though I don't like it to prove to him that I'm "onboard" and "non-threatning" I would give him the wmata project. The legal realities are that I can't do that. Banneker Ventures own 35% of the rights to develop the sites. Two other companies have much more to lose. If we tried to drop out they would sue us. We've got six figures of expenses as well as a six figure deposit being held by wmata. Is this something Omar and I go in with Jim and Crystal to discuss with the councilmember? Our wmata board meeting where this gets voted on is this thursday. Advice? Warren Sent from my BlackBerryR wireless device -----Original Message----- From: "Crystal Wright" Date: Mon, 2 Jun 2008 14:05:50 To:'"Alaka Williams W2"' , , '"Jay Lapine"' , '"Byron Boothe"' Cc:'"Jim Link"' , '"A. Scott Bolden"' Subject: Graham Jim said that Graham emailed him back thanking him also and say "Do you think they will do anything?" It is pretty clear he wants us to come back with something. . . Crystal Wright Public Relations Strategist Baker Wright Group, LLC 5853 Nebraska Ave., NW Washington, DC 20015 w: 202/829-0848 c: 202/549-8072 www.bakerwright.com * * * This E-mail, along with any attachments, is considered confidential and may well be legally privileged. If you have received it in error, you are on notice of its status. Please notify us immediately by reply e-mail and then delete this message from your system. Please do not copy it or use it for any purposes, or disclose its contents to any other person. Thank you for your cooperation. * * * To ensure compliance with Treasury Department regulations, we inform you that, unless otherwise indicated in writing, any U.S. Federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under the Internal Revenue Code or applicable state and local provisions or (2) promoting, marketing or recommending to another party any tax-related matters addressed herein. Disclaimer Version RS.US.1.01.03 pdc1

From: warrenwilliams@w2tech.net
Sent: Wednesday, June 20, 2012 8:25 PM
To: Bolden, A. Scott
Subject: Fwd: Graham

-----Original Message-----
From: cryswright@hotmail.com [mailto:cryswright@hotmail.com]
Sent: Tuesday, June 3, 2008 05:19 PM
To: warrenwilliams@w2tech.net
Subject: Re: Graham

Where are u Sent via BlackBerry by AT&T -----Original Message----- From: warrenwilliams@w2tech.net Date: Mon, 2 Jun 2008 23:04:52 To:"'Jim Link'" , "'Crystal Wright'" Cc:"Alaka Williams W2" , "A. Scott Bolden" Subject: Re: Graham Jim, I think being honest with Graham is the right move as well. We have begun some preliminary talks with LaKritz, the developer he wants to see win the site. If Graham wants to cut the deal with Lakritz for a "better project" we could do that. But I just can't give the project to anyone. Other issues, I spoke with my father and he certainly did know about or pay for any racist posters. He couldn't speak for his partner Paul, but he's deceased. And no one would have thought he would have paid for them as well. In speaking with Sinclair he denied putting the posters up. And paying for them to get done. He did have a newspaper at one time that he was the editor of called the GA Defender. And does recall some editorials that spoke about gentrification. One other thing that should be mentioned to council member Graham is that we have tried to support him several times during his runs for city council and that he has accepted thousands of dollars that were bundled and hand delivered to him from Clubu and various entities that were in my control. Thousands. So when he ask was I funding his enemies, the answer is no they funded you Mr. Graham. Just a thought, Warren Thanks, Warren Sent from my BlackBerry® wireless device ----Original Message----- From: "Jim Link" Date: Mon, 2 Jun 2008 18:43:46 To:, "'Crystal Wright'" Cc:"'Alaka Williams W2'" , "'A. Scott Bolden'" Subject: RE: Graham Warren, I think we should be upfront with Graham about why this piece of his request cannot be accommodated. Its pretty clear that you are unable for very strict legal reasons to unilaterally make that decision. Is there a possibility that this project could be expanded to include someone of his liking? This Metro project is only one project in a long list of upcoming projects and if we were to have some idea of that list and work with Graham proactively going forward and perhaps on something specific that he wants, that would be very useful and valuable to him. Let me know what you think...we should have an idea of our position and what we can offer before we have the conversation with Graham or Calvin. Jim James E. Link Partner www.americancapitolgroup.com Washington, DC 122 C Street, NW Suite 500 Washington, DC 20001 Phone: (202) 628.3750 Fax: (202) 628.3770 CONFIDENTIALITY NOTICE: This e-mail and any attachments contain information from the American Capitol Group, LLC, and are intended solely for the use of the named recipient or recipients. This e-mail may contain privileged client communications or work product. Any dissemination of this e-mail by anyone other than an intended recipient is strictly prohibited. If you are not a named recipient, you are prohibited from any further viewing of the e-mail or any attachments or from making any use of the e-mail or attachments. If you believe you have received this e-mail in error, notify the sender immediately and permanently delete the e-mail, any attachments, and all copies thereof from any drives or storage media and destroy any printouts of the e-mail or attachments. -----Original Message----- From: warrenwilliams@w2tech.net [mailto:warrenwilliams@w2tech.net] Sent: Monday, June 02, 2008

FOIA CONFIDENTIAL TREATMENT REQUESTED **WMATA-INV 013242**

5:46 PM To: Crystal Wright Cc: Alaka Williams W2; 'Jim Link'; A. Scott Bolden Subject: Re: Graham We should discuss with the councilmemeber, the fact that, even though I don't like it to prove to him that I'm "onboard" and "non-threatning" I would give him the wmata project. The legal realities are that I can't do that. Banneker Ventures own 35% of the rights to develop the sites. Two other companies have much more to lose. If we tried to drop out they would sue us. We've got six figures of expenses as well as a six figure deposit being held by wmata. Is this something Omar and I go in with Jim and Crystal to discuss with the councilmember? Our wmata board meeting where this gets voted on is this thursday. Advice? Warren Sent from my BlackBerry® wireless device -----Original Message----- From: "Crystal Wright" Date: Mon, 2 Jun 2008 14:05:50 To:'"Alaka Williams W2"' , , '"Jay Lapine"' , '"Byron Boothe"' Cc:'"Jim Link"' , '"A. Scott Bolden"' Subject: Graham Jim said that Graham emailed him back thanking him also and say "Do you think they will do anything?" It is pretty clear he wants us to come back with something. . . Crystal Wright Public Relations Strategist Baker Wright Group, LLC 5853 Nebraska Ave., NW Washington, DC 20015 w: 202/829-0848 c: 202/549-8072 www.bakerwright.com

From: Bolden, A. Scott
Sent: Saturday, June 07, 2008 8:51 PM
To: 'Crystal Wright'
Cc: 'warrenwilliams@w2tech.net'; Alaka Williams W2; 'Jim Link'
Subject: Graham Language/edit at will.

"Jim, wanted to let you know and give you the heads up that Bill Meyers of the dc examiner contacted me on Friday afternoon and recounted out entire conversation from our meeting with me, Jim, you and your staff and the Williams. And while I know this meeting was off the record, he knew quite a bit and was calling for a confirmation because he was writing a story on it next week. Despite our legal and general concerns regarding your request that the Williams' withdraw from the wmata development contract--contracts they won oth fair and square and other contract information, in exchange for your support of the lottery contract, please know that no one from our team contacted the media as it would not be in our interest or your interests to publicize your unusual request at our meeting. We have discussed this situation with our lawyers and are awaiting their thoughts on how to navigate these issues and potential issues raised by Bill.

Bill also confirmed for me that his source was from the District Building, but not from anyone in the meeting. That makes sense as he would not need a confirmation from you or us, had he got it directly from a meeting participant. In any event, my sense is that he will be contacting you next week regarding the same. To date, we have not provided any confirmation or comment on the story. You and your communications person may want to strategize on your response to Bill, as he express serious political and legal concerns, as our lawyers have, regarding the linking of the subject projects as well as your vote, your role as a legislator and your opposition to the same on both of these projects.

In the interim, please check with your staff as to whether they may have had conversations with third parties as to the text and substance of our meeting. We remain concerned about this apparent leak and its impact on our ability to work with you on resolving these matters and your ability to remain active on these matters as a legislator.

Please give me a call if you would like to further discuss. thanks."

A. Scott Bolden
abolden@reedsmith.com
Reed Smith LLP
1301 K Street, NW
Suite 1100-- East Tower
Washington, DC 20005
Phone: 202-414-9266
Fax: 202-414-9299

CONFIDENTIAL **WW000018**

FOIA CONFIDENTIAL TREATMENT REQUESTED **WMATA-INV 013244**

From: Bolden, A. Scott
Sent: Sunday, June 08, 2008 5:43 AM
To: 'warrenwilliams@w2tech.net'
Subject: Re: Graham Language/edit at will.

Jim and crystal.

----- Original Message -----
From: warrenwilliams@w2tech.net <warrenwilliams@w2tech.net>
To: Bolden, A. Scott; Crystal Wright <cryswright@hotmail.com>
Cc: Alaka Williams W2 <alakawilliams@w2tech.net>; 'Jim Link' <jim@americancapitolgroup.com>; Byron Boothe <Byron.Boothe@intralot.us>; Sinclair Skinner <sinclair@bannekerventures.com>
Sent: Sun Jun 08 02:49:59 2008
Subject: Re: Graham Language/edit at will.

Scott,

Who did you envision sending this? Jim, Crystal, or myself?

You could send it but you were in the meeting.

Warren
Sent from my BlackBerry® wireless device

-----Original Message-----
From: "Bolden, A. Scott" <ABolden@ReedSmith.com>

Date: Sat, 7 Jun 2008 20:50:31
To:"Crystal Wright" <cryswright@hotmail.com>
Cc:<warrenwilliams@w2tech.net>, "Alaka Williams W2" <alakawilliams@w2tech.net>, "Jim Link" <jim@americancapitolgroup.com>
Subject: Graham Language/edit at will. (DRAFT)

"Jim, wanted to let you know and give you the heads up that Bill Meyers of the dc examiner contacted me on Friday afternoon and recounted out entire conversation from our meeting with me, Jim, you and your staff and the Williams. And while I know this meeting was off the record, he knew quite a bit and was calling for a confirmation because he was writing a story on it next week. Despite our legal and general concerns regarding your request that the Williams' withdraw from the wmata development contract--contracts they won oth fair and square and other contract information, in exchange for your support of the lottery contract, please know that no one from our team contacted the media as it would not be in our interest or your interests to publicize your unusual request at our meeting.
We have discussed this situation with our lawyers and are awaiting their thoughts on how to navigate these issues and potential issues raised by Bill.
Bill also confirmed for me that his source was from the District Building, but not from anyone in the meeting. That makes sense as he would not need a confirmation from you or us, had he got it directly from a meeting participant. In any event, my sense is that he will be contacting you next week regarding the same. To date, we have not provided any confirmation or comment on the story. You and your communications person may want to strategize on your response to Bill, as he express serious political and legal concerns, as our lawyers have, regarding the linking of the subject projects as well as your vote, your role as a legislator and your opposition to the same on both of these projects.
In the interim, please check with your staff as to whether they may have had conversations with third parties as to the text and substance of our meeting. We remain concerned about this apparent leak and its impact on our ability to work with you on resolving these matters and your ability to remain active on these matters as a legislator.
Please give me a call if you would like to further discuss. thanks."
A. Scott Bolden
abolden@reedsmith.com
Reed Smith LLP

CONFIDENTIAL **WW000019**

FOIA CONFIDENTIAL TREATMENT REQUESTED **WMATA-INV 013245**

From: warrenwilliams@w2tech.net
Sent: Wednesday, June 20, 2012 8:28 PM
To: Bolden, A. Scott
Subject: Fwd: Graham Language-Edits by Wright

-----Original Message-----
From: Crystal Wright [mailto:cryswright@hotmail.com]
Sent: Sunday, June 8, 2008 11:56 AM
To: "Bolden, A. Scott"
Cc: warrenwilliams@w2tech.net, "Alaka Williams W2", "Jim Link"
Subject: RE: Graham Language-Edits by Wright

I think the email should come from Warren because it will appear much more authentic. See my suggested edits. This should be sent today, as it takes Graham 24 hours to check his email.

Crystal

Councilmember Graham,

I wanted to let you know Bill Meyers of the DC Examiner contacted our public relations consultant Crystal Wright Friday afternoon and recounted our off the record conversation from our meeting with you and your staff. While we didn't confirm any of the information, he knew quite a bit and wanted confirmation for a story he plans to write next week. I am truly stunned by this turn of events, as we treated our meeting with you in the strictest of confidence and didn't share it with anyone. In fact, I was heartened by our meeting and viewed it as the beginning of a dialogue with you.

Please know that no one from our team contacted the media as it would not be in our interest or your interests to publicize your unusual request during our meeting about the merits W2I to handle the District's lottery. Bill confirmed to Crystal that his source was from the Wilson Building and not from anyone in the meeting. That makes sense as he would not need a confirmation from you or us, had he got it directly from a meeting participant. We have discussed this situation with our lawyers and are awaiting their thoughts on how to navigate the potential ramifications of these issues raised by Bill.

In any event, it is our sense he will likely contact you next week on the matter. You may want to ask your staff if they shared the details of our meeting with anyone. We remain concerned about this apparent leak and its impact on our ability to work with you on resolving your concerns about the lottery contract and your ability to remain active on these matters as a legislator.

Please give me a call if you would like to discuss this further.

Regards,

Warren Williams

From: Bolden, A. Scott [mailto:ABolden@ReedSmith.com]
Sent: Saturday, June 07, 2008 8:51 PM
To: Crystal Wright

Cc: warrenwilliams@w2tech.net; Alaka Williams W2; Jim Link
Subject: Graham Language/edit at will.

"Jim, wanted to let you know and give you the heads up that Bill Meyers of the dc examiner contacted me on Friday afternoon and recounted out entire conversation from our meeting with me, Jim, you and your staff and the Williams. And while I know this meeting was off the record, he knew quite a bit and was calling for a confirmation because he was writing a story on it next week. Despite our legal and general concerns regarding your request that the Williams' withdraw from the wmata development contract--contracts they won oth fair and square and other contract information, in exchange for your support of the lottery contract, please know that no one from our team contacted the media as it would not be in our interest or your interests to publicize your unusual request at our meeting. We have discussed this situation with our lawyers and are awaiting their thoughts on how to navigate these issues and potential issues raised by Bill.

Bill also confirmed for me that his source was from the District Building, but not from anyone in the meeting. That makes sense as he would not need a confirmation from you or us, had he got it directly from a meeting participant. In any event, my sense is that he will be contacting you next week regarding the same. To date, we have not provided any confirmation or comment on the story. You and your communications person may want to strategize on your response to Bill, as he express serious political and legal concerns, as our lawyers have, regarding the linking of the subject projects as well as your vote, your role as a legislator and your opposition to the same on both of these projects.

In the interim, please check with your staff as to whether they may have had conversations with third parties as to the text and substance of our meeting. We remain concerned about this apparent leak and its impact on our ability to work with you on resolving these matters and your ability to remain active on these matters as a legislator.

Please give me a call if you would like to further discuss. thanks."

A. Scott Bolden
abolden@reedsmith.com
Reed Smith LLP
1301 K Street, NW
Suite 1100-- East Tower
Washington, DC 20005
Phone: 202-414-9266
Fax: 202-414-9299

* * *

This E-mail, along with any attachments, is considered confidential and may well be legally privileged. If you have received it in error, you are on notice of its status. Please notify us immediately by reply e-mail and then delete this message from your system. Please do not copy it or use it for any purposes, or disclose its contents to any other person. Thank you for your cooperation.

* * *

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pdc1

From: warrenwilliams@w2tech.net
Sent: Wednesday, June 20, 2012 8:30 PM
To: Bolden, A. Scott
Subject: Fwd: Recommendation on Graham Email

-----Original Message-----
From: Crystal Wright [mailto:cryswright@hotmail.com]
Sent: Sunday, June 8, 2008 12:16 PM
To: warrenwilliams@w2tech.net, "A. Scott Bolden"
Cc: "Alaka Williams W2", "Jim Link", "Byron Boothe", "Jay Lapine"
Subject: Recommendation on Graham Email
Importance: High

We could all debate the merits of who the email should come from. As I indicated during my call with Warren this morning, I thought having it come from Warren may make it have more credibility in Graham's eyes since during the meeting Graham continually questioned Warren's truthfulness regarding Club U, posters and many other things. Neither Link nor I feel comfortable putting this in writing and frankly I think it has many legal ramifications for everyone involved. I think a phone call would be better. However, if the group feels I should send an email to Graham, giving him a heads up on the reporter call, I will send a simple watered down email. Either way, I do not believe we will be served by telling Graham about the reporter call or not telling him and I certainly don't feel comfortable putting this in writing. In either scenario, the outcome will be the same, he will think W2I contacted the reporter. Crystal ----- Original Message----- From: warrenwilliams@w2tech.net [mailto:warrenwilliams@w2tech.net] Sent: Sunday, June 08, 2008 12:05 PM To: Crystal Wright; A. Scott Bolden Cc: Alaka Williams W2; 'Jim Link'; Byron Boothe; Jay Lapine Subject: Re: Graham Language-Edits by Wright Crystal, Scott thinks the letter will be inflammatory if it comes from me, and that since I didn't get the call, that its got to come from either you or Jim. Should we schedule a conference call to develop a strategy and move on it? Once we posture its impossible to come back. W Sent from my BlackBerry® wireless device -----Original Message----- From: "Crystal Wright" Date: Sun, 8 Jun 2008 11:56:10 To:"'Bolden, A. Scott'" Cc:, "'Alaka Williams W2'" , "'Jim Link'" Subject: RE: Graham Language-Edits by Wright I think the email should come from Warren because it will appear much more authentic. See my suggested edits. This should be sent today, as it takes Graham 24 hours to check his email. Crystal Councilmember Graham, I wanted to let you know Bill Meyers of the DC Examiner contacted our public relations consultant Crystal Wright Friday afternoon and recounted our off the record conversation from our meeting with you and your staff. While we didn't confirm any of the information, he knew quite a bit and wanted confirmation for a story he plans to write next week. I am truly stunned by this turn of events, as we treated our meeting with you in the strictest of confidence and didn't share it with anyone. In fact, I was heartened by our meeting and viewed it as the beginning of a dialogue with you. Please know that no one from our team contacted the media as it would not be in our interest or your interests to publicize your unusual request during our meeting about the merits W2I to handle the District's lottery. Bill confirmed to Crystal that his source was from the Wilson Building and not from anyone in the meeting. That makes sense as he would not need a confirmation from you or us, had he got it directly from a meeting participant. We have discussed this situation with our lawyers and are awaiting their thoughts on how to navigate the potential ramifications of these issues raised by Bill. In any event, it is our sense he will likely contact you next week on the matter. You may want to ask your staff if they shared the details of

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our meeting with anyone. We remain concerned about this apparent leak and its impact on our ability to work with you on resolving your concerns about the lottery contract and your ability to remain active on these matters as a legislator. Please give me a call if you would like to discuss this further. Regards, Warren Williams From: Bolden, A. Scott [mailto:ABolden@ReedSmith.com] Sent: Saturday, June 07, 2008 8:51 PM To: Crystal Wright Cc: warrenwilliams@w2tech.net; Alaka Williams W2; Jim Link Subject: Graham Language/edit at will. "Jim, wanted to let you know and give you the heads up that Bill Meyers of the dc examiner contacted me on Friday afternoon and recounted out entire conversation from our meeting with me, Jim, you and your staff and the Williams. And while I know this meeting was off the record, he knew quite a bit and was calling for a confirmation because he was writing a story on it next week. Despite our legal and general concerns regarding your request that the Williams' withdraw from the wmata development contract--contracts they won oth fair and square and other contract information, in exchange for your support of the lottery contract, please know that no one from our team contacted the media as it would not be in our interest or your interests to publicize your unusual request at our meeting. We have discussed this situation with our lawyers and are awaiting their thoughts on how to navigate these issues and potential issues raised by Bill. Bill also confirmed for me that his source was from the District Building, but not from anyone in the meeting. That makes sense as he would not need a confirmation from you or us, had he got it directly from a meeting participant. In any event, my sense is that he will be contacting you next week regarding the same. To date, we have not provided any confirmation or comment on the story. You and your communications person may want to strategize on your response to Bill, as he express serious political and legal concerns, as our lawyers have, regarding the linking of the subject projects as well as your vote, your role as a legislator and your opposition to the same on both of these projects. In the interim, please check with your staff as to whether they may have had conversations with third parties as to the text and substance of our meeting. We remain concerned about this apparent leak and its impact on our ability to work with you on resolving these matters and your ability to remain active on these matters as a legislator. Please give me a call if you would like to further discuss. thanks." A. Scott Bolden abolden@reedsmith.com Reed Smith LLP 1301 K Street, NW Suite 1100-- East Tower Washington, DC 20005 Phone: 202-414-9266 Fax: 202-414-9299 * * * This E-mail, along with any attachments, is considered confidential and may well be legally privileged. If you have received it in error, you are on notice of its status. Please notify us immediately by reply e-mail and then delete this message from your system. Please do not copy it or use it for any purposes, or disclose its contents to any other person. Thank you for your cooperation. * * * To ensure compliance with Treasury Department regulations, we inform you that, unless otherwise indicated in writing, any U.S. Federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under the Internal Revenue Code or applicable state and local provisions or (2) promoting, marketing or recommending to another party any tax-related matters addressed herein. Disclaimer Version RS.US.1.01.03 pdc1

From: warrenwilliams@w2tech.net
Sent: Wednesday, June 20, 2012 8:30 PM
To: Bolden, A. Scott
Subject: Fwd: Recommendation on Graham Email

-----Original Message-----
From: Byron Boothe [mailto:Byron.Boothe@intralot.us]
Sent: Sunday, June 8, 2008 01:02 PM
To: 'Crystal Wright', warrenwilliams@w2tech.net, 'A. Scott Bolden'
Cc: 'Alaka Williams W2', 'Jim Link', 'Jay Lapine'
Subject: RE: Recommendation on Graham Email

Let's circle the wagons on this! Byron Boothe Vice President, Government Relations INTRALOT USA 11360 Technology Circle Duluth, Georgia 30097 Cell:502-552-3348 ----- Original Message----- From: Crystal Wright [mailto:cryswright@hotmail.com] Sent: Sunday, June 08, 2008 12:17 PM To: warrenwilliams@w2tech.net; 'A. Scott Bolden' Cc: 'Alaka Williams W2'; 'Jim Link'; Byron Boothe; Jay Lapine Subject: Recommendation on Graham Email Importance: High We could all debate the merits of who the email should come from. As I indicated during my call with Warren this morning, I thought having it come from Warren may make it have more credibility in Graham's eyes since during the meeting Graham continually questioned Warren's truthfulness regarding Club U, posters and many other things. Neither Link nor I feel comfortable putting this in writing and frankly I think it has many legal ramifications for everyone involved. I think a phone call would be better. However, if the group feels I should send an email to Graham, giving him a heads up on the reporter call, I will send a simple watered down email. Either way, I do not believe we will be served by telling Graham about the reporter call or not telling him and I certainly don't feel comfortable putting this in writing. In either scenario, the outcome will be the same, he will think W2I contacted the reporter. Crystal ----- Original Message----- From: warrenwilliams@w2tech.net [mailto:warrenwilliams@w2tech.net] Sent: Sunday, June 08, 2008 12:05 PM To: Crystal Wright; A. Scott Bolden Cc: Alaka Williams W2; 'Jim Link'; Byron Boothe; Jay Lapine Subject: Re: Graham Language-Edits by Wright Crystal, Scott thinks the letter will be inflammatory if it comes from me, and that since I didn't get the call, that its got to come from either you or Jim. Should we schedule a conference call to develop a strategy and move on it? Once we posture its impossible to come back. W Sent from my BlackBerry® wireless device -----Original Message----- From: "Crystal Wright" Date: Sun, 8 Jun 2008 11:56:10 To:'"Bolden, A. Scott'" Cc:, "'Alaka Williams W2'" , "'Jim Link'" Subject: RE: Graham Language-Edits by Wright I think the email should come from Warren because it will appear much more authentic. See my suggested edits. This should be sent today, as it takes Graham 24 hours to check his email. Crystal Councilmember Graham, I wanted to let you know Bill Meyers of the DC Examiner contacted our public relations consultant Crystal Wright Friday afternoon and recounted our off the record conversation from our meeting with you and your staff. While we didn't confirm any of the information, he knew quite a bit and wanted confirmation for a story he plans to write next week. I am truly stunned by this turn of events, as we treated our meeting with you in the strictest of confidence and didn't share it with anyone. In fact, I was heartened by our meeting and viewed it as the beginning of a dialogue with you. Please know that no one from our team contacted the media as it would not be in our interest or your interests to publicize your unusual request during our meeting about the merits W2I to handle the District's lottery. Bill confirmed to Crystal that his source was from the Wilson Building and not from anyone in the meeting. That makes sense as he would not need a

confirmation from you or us, had he got it directly from a meeting participant. We have discussed this situation with our lawyers and are awaiting their thoughts on how to navigate the potential ramifications of these issues raised by Bill. In any event, it is our sense he will likely contact you next week on the matter. You may want to ask your staff if they shared the details of our meeting with anyone. We remain concerned about this apparent leak and its impact on our ability to work with you on resolving your concerns about the lottery contract and your ability to remain active on these matters as a legislator. Please give me a call if you would like to discuss this further. Regards, Warren Williams From: Bolden, A. Scott [mailto:ABolden@ReedSmith.com] Sent: Saturday, June 07, 2008 8:51 PM To: Crystal Wright Cc: warrenwilliams@w2tech.net; Alaka Williams W2; Jim Link Subject: Graham Language/edit at will. "Jim, wanted to let you know and give you the heads up that Bill Meyers of the dc examiner contacted me on Friday afternoon and recounted out entire conversation from our meeting with me, Jim, you and your staff and the Williams. And while I know this meeting was off the record, he knew quite a bit and was calling for a confirmation because he was writing a story on it next week. Despite our legal and general concerns regarding your request that the Williams' withdraw from the wmata development contract--contracts they won oth fair and square and other contract information, in exchange for your support of the lottery contract, please know that no one from our team contacted the media as it would not be in our interest or your interests to publicize your unusual request at our meeting. We have discussed this situation with our lawyers and are awaiting their thoughts on how to navigate these issues and potential issues raised by Bill. Bill also confirmed for me that his source was from the District Building, but not from anyone in the meeting. That makes sense as he would not need a confirmation from you or us, had he got it directly from a meeting participant. In any event, my sense is that he will be contacting you next week regarding the same. To date, we have not provided any confirmation or comment on the story. You and your communications person may want to strategize on your response to Bill, as he express serious political and legal concerns, as our lawyers have, regarding the linking of the subject projects as well as your vote, your role as a legislator and your opposition to the same on both of these projects. In the interim, please check with your staff as to whether they may have had conversations with third parties as to the text and substance of our meeting. We remain concerned about this apparent leak and its impact on our ability to work with you on resolving these matters and your ability to remain active on these matters as a legislator. Please give me a call if you would like to further discuss. thanks." A. Scott Bolden abolden@reedsmith.com Reed Smith LLP 1301 K Street, NW Suite 1100-- East Tower Washington, DC 20005 Phone: 202-414-9266 Fax: 202-414-9299 * * * This E-mail, along with any attachments, is considered confidential and may well be legally privileged. If you have received it in error, you are on notice of its status. Please notify us immediately by reply e-mail and then delete this message from your system. Please do not copy it or use it for any purposes, or disclose its contents to any other person. Thank you for your cooperation. * * * To ensure compliance with Treasury Department regulations, we inform you that, unless otherwise indicated in writing, any U.S. Federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under the Internal Revenue Code or applicable state and local provisions or (2) promoting, marketing or recommending to another party any tax-related matters addressed herein. Disclaimer Version RS.US.1.01.03 pdc1

From: warrenwilliams@w2tech.net
Sent: Wednesday, June 20, 2012 8:31 PM
To: Bolden, A. Scott
Subject: Fwd: Communications with Graham

-----Original Message-----
From: Crystal Wright [mailto:crystal@bakerwright.com]
Sent: Sunday, June 8, 2008 01:06 PM
To: "Alaka Williams W2", warrenwilliams@w2tech.net, "Byron Boothe", "Jim Link", "A. Scott Bolden"
Subject: Communications with Graham

Neither Jim or I are not comfortable with emailing Graham. I spoke with the lawyer, who counsels me on business matters and she strongly advises us against putting anything in writing, acknowledging this meeting and its contents, as it would have far reaching implications, even though we did nothing wrong. I think any email making Graham aware of the reporter's call should come from Scott.

We can discuss this in a conference call on Monday but we can't be the ones sending an email. I hope you understand our concerns.

Crystal Wright
Public Relations Strategist
Baker Wright Group, LLC
5853 Nebraska Ave., NW
Washington, DC 20015
w: 202/829-0848
c: 202/549-8072
www.bakerwright.com

From: warrenwilliams@w2tech.net
Sent: Wednesday, June 20, 2012 8:31 PM
To: Bolden, A. Scott
Subject: Fwd: Communications with Graham

-----Original Message-----
From: Byron Boothe [mailto:Byron.Boothe@intralot.us]
Sent: Sunday, June 8, 2008 01:21 PM
To: 'Crystal Wright', 'Alaka Williams W2', warrenwilliams@w2tech.net, 'Jim Link', 'A. Scott Bolden'
Subject: RE: Communications with Graham

Your concerns are good ones!

Byron Boothe
Vice President, Government Relations
INTRALOT USA
11360 Technology Circle Duluth, Georgia 30097
Cell:502-552-3348

From: Crystal Wright [mailto:crystal@bakerwright.com]
Sent: Sunday, June 08, 2008 1:07 PM
To: 'Alaka Williams W2'; warrenwilliams@w2tech.net; Byron Boothe; 'Jim Link'; 'A. Scott Bolden'
Subject: Communications with Graham

Neither Jim or I are not comfortable with emailing Graham. I spoke with the lawyer, who counsels me on business matters and she strongly advises us against putting anything in writing, acknowledging this meeting and its contents, as it would have far reaching implications, even though we did nothing wrong. I think any email making Graham aware of the reporter's call should come from Scott.

We can discuss this in a conference call on Monday but we can't be the ones sending an email. I hope you understand our concerns.

Crystal Wright
Public Relations Strategist
Baker Wright Group, LLC
5853 Nebraska Ave., NW
Washington, DC 20015
w: 202/829-0848
c: 202/549-8072
www.bakerwright.com

From: warrenwilliams@w2tech.net
Sent: Wednesday, June 20, 2012 8:33 PM
To: Bolden, A. Scott
Subject: Fwd: Communications with Graham

-----Original Message-----
From: Bolden, A. Scott [mailto:ABolden@ReedSmith.com]
Sent: Sunday, June 8, 2008 11:20 PM
To: 'Crystal Wright', 'Alaka Williams W2', warrenwilliams@w2tech.net, 'Byron Boothe', 'Jim Link'
Subject: RE: Communications with Graham

We are all concerned about this. we want to alert Graham to avoid being blamed for the leak. He may still believe we were the leak, but I know he will believe we were the leak if we don't alert him. it has to be in writing to be a credible and authentic effort to alert him and to protect our collective interests--otherwise it won't work. You also want to block Graham from blaming us for the proposed deal--the email is our protection against that possibility. Next, this leak puts Graham in a bad box and we want to keep the upper hand--we don't if we say nothing. Now, as for me sending it--I was not in the meeting, nor was I contacted so my sending an alert doesn't have any direct credibility. Plus, as the lawyer, it raises Graham's suspicions even further that we are setting him up and it is just going to get more lawyers involved from his side when all we want is to tell him--it wasn't us--he will have his own problems in going forward. Can't judge your separate legal advice, but I doubt they have the necessary experience on this stuff. Sorry Crystal, but you got the call from Meyers; you want to control the message; you are the communications person and again, you got the call and you were in the meeting. All this makes you a direct witness to both the Graham meeting and the Meyers conversation. Hence, you are the best person to send the email. You have the ball--you are open--shoot it. Having said that, I just give legal advice and have no problem alerting Graham myself--but strategically it works best coming from a non-lawyer and a direct participant in the meetings--that is all I am saying. You can edit the language to your satisfaction if that makes you feel better, but the facts are what the facts are. The participants in the meeting are all witnesses to Graham's crap--that is just how it is. Folks, we have not done anything wrong, but we are playing for keeps cause $120m is worth playing it smart and playing for keeps. You can do nothing and if this thing gets crazy with the press or the authorities--we are in the same position--witnesses to Graham's crap. Finally, I know I am preaching to the saved here, but we are all grown folks and professionals; we are all getting paid for our professional services; we are all driven/guided by strong professional ethics; all of us have insurance and/or are indemnified--so let's act like it and be smart about making this decision and all future ones regarding this contract award. These are my best thoughts. Thanks. A. Scott Bolden abolden@reedsmith.com Reed Smith LLP 1301 K Street, NW Suite 1100-- East Tower Washington, DC 20005 Phone: 202-414-9266 >Fax: 202-414-9299 > -----Original Message----- From: Crystal Wright [mailto:crystal@bakerwright.com] Sent: Sunday, June 08, 2008 1:07 PM To: 'Alaka Williams W2'; warrenwilliams@w2tech.net; 'Byron Boothe'; 'Jim Link'; Bolden, A. Scott Subject: Communications with Graham Neither Jim or I are not comfortable with emailing Graham. I spoke with the lawyer, who counsels me on business matters and she strongly advises us against putting anything in writing, acknowledging this meeting and its contents, as it would have far reaching implications, even though we did nothing wrong. I think any email making Graham aware of the reporter's call should come from Scott. We can discuss this in a conference call on Monday but we can't be the ones sending an email. I

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hope you understand our concerns. Crystal Wright Public Relations Strategist Baker Wright Group, LLC 5853 Nebraska Ave., NW Washington, DC 20015 w: 202/829-0848 c: 202/549-8072 www.bakerwright.com * * * This E-mail, along with any attachments, is considered confidential and may well be legally privileged. If you have received it in error, you are on notice of its status. Please notify us immediately by reply e-mail and then delete this message from your system. Please do not copy it or use it for any purposes, or disclose its contents to any other person. Thank you for your cooperation. * * * To ensure compliance with Treasury Department regulations, we inform you that, unless otherwise indicated in writing, any U.S. Federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under the Internal Revenue Code or applicable state and local provisions or (2) promoting, marketing or recommending to another party any tax-related matters addressed herein. Disclaimer Version RS.US.1.01.03 pdc1

From: warrenwilliams@w2tech.net
Sent: Wednesday, June 20, 2012 8:34 PM
To: Bolden, A. Scott
Subject: Fwd: Communications with Graham

-----Original Message-----
From: Bolden, A. Scott [mailto:ABolden@ReedSmith.com]
Sent: Monday, June 9, 2008 08:05 AM
To: warrenwilliams@w2tech.net
Subject: Re: Communications with Graham

Said as only you can say.... ----- Original Message ----- From: warrenwilliams@w2tech.net To: Bolden, A. Scott Cc: Alaka Williams W2 Sent: Mon Jun 09 00:39:46 2008 Subject: Re: Communications with Graham A true gangster, that handles his bitch! She aint gonna like you tomorrow. But fuck her if she can't take a joke. Sent from my BlackBerry® wireless device ----- Original Message----- From: "Bolden, A. Scott" Date: Sun, 8 Jun 2008 23:20:12 To:"Crystal Wright" , "Alaka Williams W2" , , "Byron Boothe" , "Jim Link" Subject: RE: Communications with Graham We are all concerned about this. we want to alert Graham to avoid being blamed for the leak. He may still believe we were the leak, but I know he will believe we were the leak if we don't alert him. it has to be in writing to be a credible and authentic effort to alert him and to protect our collective interests--otherwise it won't work. You also want to block Graham from blaming us for the proposed deal--the email is our protection against that possibility. Next, this leak puts Graham in a bad box and we want to keep the upper hand--we don't if we say nothing. Now, as for me sending it--I was not in the meeting, nor was I contacted so my sending an alert doesn't have any direct credibility. Plus, as the lawyer, it raises Graham's suspicions even further that we are setting him up and it is just going to get more lawyers involved from his side when all we want is to tell him--it wasn't us--he will have his own problems in going forward. Can't judge your separate legal advice, but I doubt they have the necessary experience on this stuff. Sorry Crystal, but you got the call from Meyers; you want to control the message; you are the communications person and again, you got the call and you were in the meeting. All this makes you a direct witness to both the Graham meeting and the Meyers conversation. Hence, you are the best person to send the email. You have the ball--you are open--shoot it. Having said that, I just give legal advice and have no problem alerting Graham myself--but strategically it works best coming from a non-lawyer and a direct participant in the meetings--that is all I am saying. You can edit the language to your satisfaction if that makes you feel better, but the facts are what the facts are. The participants in the meeting are all witnesses to Graham's crap--that is just how it is. Folks, we have not done anything wrong, but we are playing for keeps cause $120m is worth playing it smart and playing for keeps. You can do nothing and if this thing gets crazy with the press or the authorities--we are in the same position--witnesses to Graham's crap. Finally, I know I am preaching to the saved here, but we are all grown folks and professionals; we are all getting paid for our professional services; we are all driven/guided by strong professional ethics; all of us have insurance and/or are indemnified--so let's act like it and be smart about making this decision and all future ones regarding this contract award. These are my best thoughts. Thanks. A. Scott Bolden abolden@reedsmith.com Reed Smith LLP 1301 K Street, NW Suite 1100-- East Tower Washington, DC 20005 Phone: 202-414-9266 >Fax: 202-414-9299 > -----Original Message----- From: Crystal Wright [mailto:crystal@bakerwright.com] Sent: Sunday, June 08, 2008 1:07 PM To: 'Alaka Williams W2'; warrenwilliams@w2tech.net; 'Byron Boothe'; 'Jim Link'; Bolden, A. Scott Subject: Communications with Graham Neither Jim or I are

not comfortable with emailing Graham. I spoke with the lawyer, who counsels me on business matters and she strongly advises us against putting anything in writing, acknowledging this meeting and its contents, as it would have far reaching implications, even though we did nothing wrong. I think any email making Graham aware of the reporter's call should come from Scott. We can discuss this in a conference call on Monday but we can't be the ones sending an email. I hope you understand our concerns. Crystal Wright Public Relations Strategist Baker Wright Group, LLC 5853 Nebraska Ave., NW Washington, DC 20015 w: 202/829-0848 c: 202/549-8072 www.bakerwright.com * * * This E-mail, along with any attachments, is considered confidential and may well be legally privileged. If you have received it in error, you are on notice of its status. Please notify us immediately by reply e-mail and then delete this message from your system. Please do not copy it or use it for any purposes, or disclose its contents to any other person. Thank you for your cooperation. * * * To ensure compliance with Treasury Department regulations, we inform you that, unless otherwise indicated in writing, any U.S. Federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under the Internal Revenue Code or applicable state and local provisions or (2) promoting, marketing or recommending to another party any tax-related matters addressed herein. Disclaimer Version RS.US.1.01.03 pdc1

From: warrenwilliams@w2tech.net
Sent: Wednesday, June 20, 2012 8:35 PM
To: Bolden, A. Scott
Subject: Fwd: Communications with Graham

-----Original Message-----
From: Jay Lapine [mailto:Jay.Lapine@intralot.us]
Sent: Monday, June 9, 2008 10:56 AM
To: warrenwilliams@w2tech.net
Subject: RE: Communications with Graham

WW: Want to have lunch before the meeting? Best Regards, Jay Jay M. Lapine, Esq. Vice President & General Counsel Intralot, Inc. 11360 Technology Circle Duluth GA 30097 770.295.2449 jay.lapine@intralot.us

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Sent: Wednesday, June 20, 2012 8:36 PM
To: Bolden, A. Scott
Subject: Fwd: Communications with Graham

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From: Jay Lapine [mailto:Jay.Lapine@intralot.us]
Sent: Monday, June 9, 2008 11:19 AM
To: warrenwilliams@w2tech.net
Subject: RE: Communications with Graham

WW: I have an 8pm flight so I might be able to make it for 1 Best Regards, Jay Jay M. Lapine, Esq. Vice President & General Counsel Intralot, Inc. 11360 Technology Circle Duluth GA 30097 770.295.2449 jay.lapine@intralot.us

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Sent: Monday, June 9, 2008 11:21 AM
To: warrenwilliams@w2tech.net
Subject: RE: Communications with Graham

How about Lunch a Old Ebbits-lets meet at the Marriott and then go over-sound good? Or if you have a someplace else you like let me know. Best Regards, Jay Jay M. Lapine, Esq. Vice President & General Counsel Intralot, Inc. 11360 Technology Circle Duluth GA 30097 770.295.2449 jay.lapine@intralot.us

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Scott Bolden abolden@reedsmith.com Reed Smith LLP 1301 K Street, NW Suite 1100--East Tower Washington, DC 20005 Phone: 202-414-9266 >Fax: 202-414-9299 > -----Original Message----- From: Crystal Wright [mailto:crystal@bakerwright.com] Sent: Sunday, June 08, 2008 1:07 PM To: 'Alaka Williams W2'; warrenwilliams@w2tech.net; 'Byron Boothe'; 'Jim Link'; Bolden, A. Scott Subject: Communications with Graham Neither Jim or I are not comfortable with emailing Graham. I spoke with the lawyer, who counsels me on business matters and she strongly advises us against putting anything in writing, acknowledging this meeting and its contents, as it would have far reaching implications, even though we did nothing wrong. I think any email making Graham aware of the reporter's call should come from Scott. We can discuss this in a conference call on Monday but we can't be the ones sending an email. I hope you understand our concerns. Crystal Wright Public Relations Strategist Baker Wright Group, LLC 5853 Nebraska Ave., NW Washington, DC 20015 w: 202/829-0848 c: 202/549-8072 www.bakerwright.com * * * This E-mail, along with any attachments, is considered confidential and may well be legally privileged. If you have received it in error, you are on notice of its status. Please notify us immediately by reply e-mail and then delete this message from your system. Please do not copy it or use it for any purposes, or disclose its contents to any other person. Thank you for your cooperation. * * * To ensure compliance with Treasury Department regulations, we

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From: warrenwilliams@w2tech.net
Sent: Thursday, October 06, 2011 5:11 PM
To: Bolden, A. Scott
Cc: warrenwilliams@warrentongroup.com
Subject: Fwd:

-----Original Message-----
From: Jim Link [mailto:jim@americancapitolgroup.com]
Sent: Wednesday, June 11, 2008 12:39 PM
To: "Byron Boothe", "Jay Lapine", "Crystal Wright"
Cc: warrenwilliams@w2tech.net, "Alaka Williams W2", "Bolden, A. Scott"
Subject: RE:

The reason I said it that way, is that I wanted it to be clear that we could not even consider the request. I think it would be worse if we said, "we considered your request and cannot accommodate it." James E. Link Partner www.americancapitolgroup.com Washington, DC 122 C Street, NW Suite 500 Washington, DC 20001 Phone: (202) 628.3750 begin_of_the_skype_highlighting (202) 628.3750 end_of_the_skype_highlighting Fax: (202) 628.3770 CONFIDENTIALITY NOTICE: This e-mail and any attachments contain information from the American Capitol Group, LLC, and are intended solely for the use of the named recipient or recipients. This e-mail may contain privileged client communications or work product. Any dissemination of this e-mail by anyone other than an intended recipient is strictly prohibited. If you are not a named recipient, you are prohibited from any further viewing of the e-mail or any attachments or from making any use of the e-mail or attachments. If you believe you have received this e-mail in error, notify the sender immediately and permanently delete the e-mail, any attachments, and all copies thereof from any drives or storage media and destroy any printouts of the e-mail or attachments. -----Original Message----- From: Byron Boothe [mailto:Byron.Boothe@intralot.us] Sent: Wednesday, June 11, 2008 12:34 PM To: Jay Lapine; Jim Link; Crystal Wright Cc: warrenwilliams@w2tech.net; Alaka Williams W2; Bolden, A. Scott Subject: RE: Seriously I do not like the last line it empowers Graham too much it suggest that whatever we discussed we realized the subject matter may be dirty and thus we became a part of it in that we considered it! Byron Boothe Vice President, Government Relations INTRALOT USA 11360 Technology Circle Duluth, Georgia 30097 Cell:502-552-3348 begin_of_the_skype_highlighting 502-552-3348 end_of_the_skype_highlighting -----Original Message----- From: Jay Lapine Sent: Wednesday, June 11, 2008 12:02 PM To: Jim Link; Jay Lapine; 'Crystal Wright' Cc: warrenwilliams@w2tech.net; 'Alaka Williams W2'; 'Bolden, A. Scott'; Byron Boothe Subject: RE: Jim This is great-perfect. If Crystal is ok I think we use it. Also, I completely agree with you about JG but it is important that we make the record not him and with this addition you have doe so beautifully. Thanks so much Best Regards, Jay Jay M. Lapine, Esq. VP & General Counsel Intralot, Inc. 11360 Technology Circle Duluth GA 30097 770.295.2449 begin_of_the_skype_highlighting 770.295.2449 end_of_the_skype_highlighting This e-mail message and any attached files are confidential and are intended solely for the use of the addressee(s) named above. This communication may contain material protected by attorney-client, work product, or other privileges. If you are not the intended recipient, any review, use, dissemination, forwarding, printing, copying, or other distribution of this e-mail message and any attached files is strictly prohibited. If you have received this confidential communication in error, please notify the sender immediately by reply e-mail message and permanently delete the original message. .. -----Original

Message----- From: Jim Link Sent: Wednesday, June 11, 2008 11:49 AM To: 'Jay Lapine' ; 'Crystal Wright' Cc: warrenwilliams@w2tech.net ; 'Alaka Williams W2' ; 'Bolden, A. Scott' ; 'Byron Boothe' Subject: RE: Yes, but Graham is perhaps the biggest conspiracy theorist I have ever come across and will pin this on us regardless. If we add such language, let me know what you think of the following.."I wanted you to also be aware that our communications person, Crystal Wright, received a call from a reporter from the DC Examiner who was asking questions about our meeting and seemed to know a great deal about what was said. Since I don't talk to reporters, I would suggest that you contact Crystal directly if you would like to know more about this. Please know that no one from our team contacted the media as it would not be in our interest or your interest to publicize what was discussed." James E. Link Partner www.americancapitolgroup.com Washington, DC 122 C Street, NW Suite 500 Washington, DC 20001 Phone: (202) 628.3750 begin_of_the_skype_highlighting (202) 628.3750 end_of_the_skype_highlighting Fax: (202) 628.3770 CONFIDENTIALITY NOTICE: This e-mail and any attachments contain information from the American Capitol Group, LLC, and are intended solely for the use of the named recipient or recipients. This e-mail may contain privileged client communications or work product. Any dissemination of this e-mail by anyone other than an intended recipient is strictly prohibited. If you are not a named recipient, you are prohibited from any further viewing of the e-mail or any attachments or from making any use of the e-mail or attachments. If you believe you have received this e-mail in error, notify the sender immediately and permanently delete the e-mail, any attachments, and all copies thereof from any drives or storage media and destroy any printouts of the e-mail or attachments. _____ From: Jay Lapine [mailto:Jay.Lapine@intralot.us] Sent: Wednesday, June 11, 2008 11:20 AM To: Crystal Wright; Jim Link Cc: warrenwilliams@w2tech.net; Alaka Williams W2; Bolden, A. Scott; Byron Boothe Subject: RE: I really like the way you have put this together. I do however, concur in the opinion of my wise co-counsel. You guys are so good with the right words couldn't we persuade you to do your magic once again to make the record we need but be subtle about it-Please Best Regards, Jay Jay M. Lapine, Esq. Vice President & General Counsel Intralot, Inc. 11360 Technology Circle Duluth GA 30097 770.295.2449 begin_of_the_skype_highlighting 770.295.2449 end_of_the_skype_highlighting jay.lapine@intralot.us

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seat. I realize that you have had doubts about these matters, but these are the answers which I have received and those who have been asked these questions stand by what they say emphatically. As for Metro, there are a number of factors that make it impossible for us to even consider accommodating your request. Please let me know if you have any questions. Thanks, Jim" James E. Link Partner www.americancapitolgroup.com Washington, DC 122 C Street, NW Suite 500 Washington, DC 20001 Phone: (202) 628.3750 begin_of_the_skype_highlighting (202) 628.3750 end_of_the_skype_highlighting Fax: (202) 628.3770 CONFIDENTIALITY NOTICE: This e-mail and any attachments contain information from the American Capitol Group, LLC, and are intended solely for the use of the named recipient or recipients. This e-mail may contain privileged client communications or work product. Any dissemination of this e-mail by anyone other than an intended recipient is strictly prohibited. If you are not a named recipient, you are prohibited from any further viewing of the e-mail or any attachments or from making any use of the e-mail or attachments. If you believe you have received this e-mail in error, notify the sender immediately and permanently delete the e-mail, any attachments, and all copies thereof from any drives or storage media and destroy any printouts of the e-mail or attachments.

From: warrenwilliams@w2tech.net
Sent: Thursday, October 06, 2011 5:09 PM
To: Bolden, A. Scott
Cc: warrenwilliams@warrentongroup.com
Subject: Fwd: Thank you

-----Original Message-----
From: Jim Link [mailto:jim@americancapitolgroup.com]
Sent: Wednesday, June 11, 2008 02:30 PM
To: warrenwilliams@w2tech.net, "Alaka Williams W2", "Byron Boothe", "Jay Lapine", "Bolden, A. Scott", "Crystal Wright"
Subject: FW: Thank you

FYI?

James E. Link
Partner

AMERICAN CAPITOL GROUP

www.americancapitolgroup.com

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From: Jim Graham [mailto:Jim@grahamwone.com]
Sent: Wednesday, June 11, 2008 2:26 PM
To: Jim Link
Subject: RE: Thank you

Sinclair was observed putting the posters up.

I would rather not continue this on email.

I will check on the examiner. I know I did not speak to them.

The rejection of your application at Metro (which has not been approved) is

necessitated not by any of this but by other factors relating to the application.

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me.

Jim Graham, Councilmember, Ward One, 1350 Pa. Ave., NW, #105, Washington, DC 20004. 202-724-8181 begin_of_the_skype_highlighting 202-724-8181 end_of_the_skype_highlighting; 202-724-8109 (fax).

Chairman, Committee on Public Works and the Environment (including alcohol regulation). Main Committee Number: 202-724-8195 begin_of_the_skype_highlighting 202-724-8195 end_of_the_skype_highlighting. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

Voting member, Board of Directors, WMATA/Metro.

Website: www.grahamwone.com

From: Jim Link [mailto:jim@americancapitolgroup.com]
Sent: Wednesday, June 11, 2008 12:31 PM
To: Jim Graham
Subject: RE: Thank you

Councilmember Graham,

I know you are out of town, but hopefully you are checking email?

We looked into the questions you asked. As you know, Warren Williams spoke emphatically that he had absolutely no involvement in paying for, producing or promoting the racist posters that were painted of you. Warren spoke with his father who said he did not know about or pay for the posters. While he couldn't speak for his partner Paul who is deceased, no one believes he would have paid for them either.

Warren also spoke with Sinclair Skinner who denied putting the posters up or paying for them to be produced. He did have a newspaper at one time that he was the editor of called the Georgia Ave. Defender and does remember his editorials that were critical of you and which spoke about gentrification, but that was the extent of his actions.

The Williams family confirmed with me again that no family member ever made a contribution to the campaign of Chad Williams, who challenged your seat.

I realize that you have had doubts about these matters, but these are the answers which I have received and those who have been asked these questions stand by what they say emphatically.

As for Metro, there are a number of factors that make it impossible for us to even consider accommodating your request.

I wanted you to also be aware that our communications person, Crystal Wright, received a call from a reporter from the DC Examiner who was asking questions about our meeting and seemed to know a great deal about what was said. Since I don?t talk to reporters, I would suggest that you contact Crystal directly if you would like to know more about this. Please know that no one from our team contacted the media as it would not be in our interest or your interest to publicize what was discussed.

Please let me know if you have any questions.

Thanks,

Jim

James E. Link
Partner

American Capitol Group

www.americancapitolgroup.com

Washington, DC

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Washington, DC 20001
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From: Jim Graham [mailto:Jim@grahamwone.com]
Sent: Tuesday, June 03, 2008 7:54 AM
To: Jim Link
Subject: RE: Thank you

I will be gone from the 6th to the 16th,....but I am sure nothing will happen during that time.

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me.

Jim Graham, Councilmember, Ward One, 1350 Pa. Ave., NW, #105, Washington, DC 20004. 202-724-8181
begin_of_the_skype_highlighting 202-724-8181
end_of_the_skype_highlighting; 202-724-8109 (fax).

Chairman, Committee on Public Works and the Environment (including alcohol regulation). Main Committee Number: 202-724-8195 begin_of_the_skype_highlighting 202-724-8195 end_of_the_skype_highlighting. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

Voting member, Board of Directors, WMATA/Metro.

Website: www.grahamwone.com

From: Jim Link [mailto:jim@americancapitolgroup.com]
Sent: Monday, June 02, 2008 2:56 PM
To: Jim Graham
Subject: RE: Thank you

Yes. Wheels are in motion. Everyone took your concerns seriously. I would like to discuss with you and/or Calvin at a time convenient for you. Thanks much.

Jim

James E. Link
Partner

American Capitol Group

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From: Jim Graham [mailto:Jim@grahamwone.com]
Sent: Monday, June 02, 2008 8:12 AM
To: Jim Link
Subject: RE: Thank you

Thanks. Do you think they will do anything?

I typically answer emails before 9 AM on weekdays. If you email me

after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me.

Jim Graham, Councilmember, Ward One, 1350 Pa. Ave., NW, #105, Washington, DC 20004. 202-724-8181 begin_of_the_skype_highlighting 202-724-8181 end_of_the_skype_highlighting; 202-724-8109 (fax).

Chairman, Committee on Public Works and the Environment (including alcohol regulation). Main Committee Number: 202-724-8195 begin_of_the_skype_highlighting 202-724-8195 end_of_the_skype_highlighting. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

Voting member, Board of Directors, WMATA/Metro.

Website: www.grahamwone.com

From: Jim Link [mailto:jim@americancapitolgroup.com]
Sent: Friday, May 30, 2008 1:59 PM
To: Jim Graham
Subject: Thank you

Dear Councilmember Graham,

I wanted to let you know that I greatly enjoyed and appreciated meeting you yesterday and for the opportunity you gave the Williams? to engage with you in reconciliation.
I found the meeting to be productive and I look forward to discussing next steps. Please feel free to contact me any time?my cell phone is 202 744-9661 begin_of_the_skype_highlighting 202 744-9661 end_of_the_skype_highlighting.

Best regards,

Jim

James E. Link
Partner

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From: alakawilliams@w2tech.net
Sent: Sunday, July 20, 2008 6:15 PM
To: Bolden, A. Scott
Subject: Request For Information

A. Scott,

This correspondence will serve as authorization for you to provide supporting documentation to the Office of Integrity, regarding the investigation and other related matters, as requested by the Investigating Officer.

Please let me know if you need anything additional.

Sincerely,

Alaka Williams
W2Tech
Sent via BlackBerry from T-Mobile

CONFIDENTIAL **WW000050**

FOIA CONFIDENTIAL TREATMENT REQUESTED **WMATA-INV 013276**

From: warrenwilliams@w2tech.net
Sent: Wednesday, June 20, 2012 8:37 PM
To: Bolden, A. Scott
Subject: Fwd: Crystal Wright/Notes of the Jim Graham Meeting.

-----Original Message-----
From: Bolden, A. Scott [mailto:ABolden@ReedSmith.com]
Sent: Wednesday, July 23, 2008 10:50 AM
To: 'Crystal Wright'
Cc: alakawilliams@w2tech.net, warrenwilliams@w2tech.net
Subject: Crystal Wright/Notes of the Jim Graham Meeting.

Crystal, as a follow up to our discussion this morning, this will confirm that you are reluctant to and will not turn over your notes to me from the meeting with Jim Graham and the W2 tech team on or about May 29th, 2008 in his DC Council office. Nor will you allow me to review them for responsiveness.

And I further understand that you deem them to be less than "notes" and nothing of value. Notwithstanding, please preserve them in anticipation of the IG's possible formal request or future IG subpoena for the same. Given your position as outlined above, I think it would be helpful and in all of our best interests for you to hold on to them. Thanks.

A. Scott Bolden
abolden@reedsmith.com
Reed Smith LLP
1301 K Street, NW
Suite 1100-- East Tower
Washington, DC 20005
Phone: 202-414-9266
Fax: 202-414-9299

* * *

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pdc1

From: warrenwilliams@w2tech.net
Sent: Monday, October 10, 2011 12:24 PM
To: Bolden, A. Scott
Cc: warrenwilliams@warrentongroup.com
Subject: Fwd: Confidential

-----Original Message-----
From: ebailey@capitolstructures.com [mailto:ebailey@capitolstructures.com]
Sent: Friday, December 26, 2008 12:51 PM
To: 'Warren Williams'
Subject: Re: Confidential

Come on down. Call u later. We will get this done. Failure is NOT an option. ------Original Message----- - From: Warren Williams To: Emmanuel Bailey ReplyTo: Warren Williams Sent: Dec 26, 2008 11:49 AM Subject: Re: Confidential Give me a buzz when you are free. Hope that you are enjoying the weather and golf down there. One of these days I'm going to have to make that trip. Warren ------ Original Message------ From: Emmanuel Bailey To: Warren Williams ReplyTo: Emmanuel Bailey Subject: Confidential Sent: Dec 26, 2008 10:37 AM There is a strong push to rebid and a lot of people you know are working to get bids in (jeff thompson, etc). A lot of damage done by pushing for a vote. Forces don't want you guys in the lead decision making role. Working on this now. Call you later Sent from my Verizon Wireless BlackBerry Sent from my BlackBerry® smartphone with SprintSpeed Sent from my Verizon Wireless BlackBerry

From: warrenwilliams@w2tech.net
Sent: Monday, October 10, 2011 11:23 AM
To: Bolden, A. Scott
Subject: Fwd: Attorney Client Priviledged communication

-----Original Message-----
From: EMMANUELBAILEY@aol.com [mailto:EMMANUELBAILEY@aol.com]
Sent: Monday, January 5, 2009 11:37 PM
To: warrenwilliams@w2tech.net
Subject: Attorney Client Priviledged communication

Warren,
I'll see you tomorrow. From a business strategy standpoint, I suggest you do this:

1. Our Nupe is totally correct on the facts. However, only you can get him to see the fact that in the long run, you are the one that gets hurt in this (more delays in getting the deal moving); the city has to either spend extra money to do a contract under $1m; and the DC residents are hurt.
2. On the illegal point, it is not illegal according to current DC contracting rules. For example, there are no restrictions, that I can see, that would prevent your company from selling an equity stake or bringing on an equity party, etc., that would impact the current contract. He should have his legal team research this point.
3. Our Nupe could be the one that is viewed by the public as brining 'smart' resolution to this problem. It's not like the Council can say (and we can confirm this) that they conceived of this idea. The beauty here is that you (Warren) and our Nupe can say that you both turned to LONG-TIME friends and business colleagues to bring in additional expertise. You could also state that you approached me a year or two years ago. However, I was tied up with getting Walter Reed back on track given the Presidential level attention on the facility. I have one of the Top Lottery executives in the country that happens to be a black female; we have been a CBE company since 1997; we current have Millions of dollars in Federal contracts with respected agencies, such as, NIST (one of the most respected research federal agencies in the government), Dept of Defense (we rescued Walter Reed, which our DC Congress Rep was instrumental in brining to the National stage and a DC based company help Walter Reed receive it's highest JACHO hospital inspection score ever; we work with Dept of Commerce and Dept of Labor; and we are close to being 3 out of 290 minority companies to receive an actual contract from the Treasury Dept on TARP.

Again, I think it totally right for our Nupe to feel this way. However, the smarter play, especially for you, is to get this done now. I don't think there has to be any precedent setting. He can make it clear to the older guy that it is not. Rather than a compromise, our Nupe can play this as Barack would -put the best interest of the residents first; work with rivals; get this done.

I want to give this one last shot before I jump off this deal (still work with you on other stuff), because it is really taking a lot of time. Again, whatever you need me to do, let me know. /eb

New year...new news. Be the first to know what is making headlines.

From: warrenwilliams@w2tech.net
Sent: Wednesday, June 20, 2012 8:45 PM
To: Bolden, A. Scott
Subject: Fwd: [SPAM] Wash Post piece by Graham

-----Original Message-----
From: Byron Boothe [mailto:Byron.Boothe@intralot.us]
Sent: Saturday, February 25, 2012 11:12 AM
To:
Subject: Re: [SPAM] Wash Post piece by Graham

You are right!

Regards,

Byron Boothe

On Feb 25, 2012, at 9:12 AM, "warrenwilliams@w2tech.net" <warrenwilliams@w2tech.net> wr

> I see him. He's scared to death as he should be. There's no way out for him. If anything the digging a large hole for themselves.
>
> Hanging their hat on the OIG is really silly when Jack is the one who ordered it and Linder the first witness called in.
> Sent on the Sprint® Now Network from my BlackBerry®
>
> ---
>
> **From:** Byron Boothe <Byron.Boothe@intralot.us>
> **Date:** Sat, 25 Feb 2012 13:34:52 +0000
> **To:** Warren Williams<warrenwilliams@w2tech.net>
> **Subject:** Fwd: [SPAM] Wash Post piece by Graham

Wash Post piece by Graham Just came out on Wash Post Website and will be printed in tomorrow's Post. Graham doing damage control...FYI.

Back to previous page

The truth

about the D.C. Lottery contract

By Jim Graham, Friday, February 24, 8:09 PM

Aweb of sullying intrigue and aspersion can be spun by selectively choosing some facts while ignoring others. Such is the case with six editorials published by The Washington Post in a recent three-week period, all concerning my role in 2008 on a Metro development project and the D.C. Lottery contract.

"More questions for Mr. Graham," the most recent editorial headline called out. Actually, this was not quite true — it was the same question, somewhat repackaged, that has been asked over

some 5,600 words in the six editorials. It was also mind-boggling: The Post, which has spent the past year calling for ethics reform in District government, is now criticizing me for having requested an ethics inquiry when I had a compelling reason to do so.

Why all this attention? The Post itself seemed puzzled in its Feb. 12 editorial, spending hundreds of words trying to explain why it was so cross with me after it had endorsed me in every one of my election campaigns.

Much of what was written would have been red-lined out of a news story. But editorial is opinion, and pretty much anything goes.

The Post builds much of its case on

speculation regarding a four-year-old conversation I had with a group bidding to become the local and majority partner in the D.C. Lottery contract. While I cannot recall every detail of the meeting, I remember repeatedly challenging the qualifications of the bidders and the irresponsible actions of one of the group's principals, who had held a D.C. government lease and alcohol license at the Reeves Municipal Center, later revoked, for the notorious Club U. I expressed similar strong reservations at a D.C. Council hearing on April 7, 2008.

Members of this group were also involved with Banneker Ventures, an engineering and contracting firm that, in 2009, would

be at the center of allegations of political cronyism, lack of qualifications and overbilling. Indeed, Banneker executives were compelled to testify before the council about what they did and didn't do with millions in city contracts. The council's special counsel, Robert Trout, concluded his examination of the matter by recommending that the U.S. attorney conduct "further investigation" into Banneker officials regarding these contracts.

For some reason, The Post sees an injustice perpetrated against those bidding for the lottery, as well as against Banneker and its principals. I do not agree. Let's get some clarity on the facts.

First and foremost, there is zero allegation of any crime — because none was committed. There is also no suggestion of any financial gain by me.

The Post brushes aside, with little or no mention, these facts:

• No evidence of wrongdoing by Graham, the D.C. inspector general concluded last month in a lengthy review of my involvement with the lottery contract process.

• No evidence of wrongdoing by Graham, the Metro general counsel concluded in a five-page letter dated May 28, 2010, after a careful review of the major points raised by attorney A. Scott Bolden concerning the lottery and Metro

projects. The review found that the problem with Banneker's Metro bid was Banneker. The contractor missed deadlines, slashed its initial offer for the land and failed to demonstrate the capacity to do the work.

• A few days ago, the current Metro board chair said that the board's unanimous decision in March 2010 to drop Banneker from the project was "based upon a dramatic change in the developer's proposed price and other factors adverse to WMATA's business interest." She added that the decision was not based on "the views of Mr. Graham or any individual board member."

Similarly, the group bidding for the lottery contract lost out not

because of me but because — as one person close to the deal put it — "Forces don't want you guys in the lead decision making role."

None of this can be found in The Post's editorials.

In May 2010, out of an abundance of caution, I did the ethical thing and asked the D.C. attorney general, Peter J. Nickles, to review these matters. I don't know what action he took.

Banneker Ventures and its principals were surely not happy to lose the Metro project. It probably cost them and their lawyer, Bolden, millions. Although city staff advised him as early as 2008 to take his complaints to the D.C. inspector general, Bolden curiously took no action until the Metro

project had been lost. Then in April 2010, he wrote the letter that is the cold soup The Post has been warming up over the past month.

But what about other major issues? For example, why did the city's chief financial officer in early 2011 approve — by "making no objection" — the addition of Emmanuel Bailey as the replacement for the majority-ownership role for the lottery contract? Why was Bailey — a Maryland resident with a start-up company and no experience or qualifications in gaming — given 51 percent of the lottery? Why wasn't this selection resubmitted to the D.C. Council, since Bailey was not in the lottery contract as approved? How did his company become a

Certified Business Enterprise, thus earning it preferential treatment, after city inspectors had rejected his application on the merits?

The Post asked similar questions in editorials in August 2010 and last November; why is it not pursuing the answers?

Bolden's clients also have questions to answer. The Washington Times reported in August on e-mails to one of his clients from Bailey, who proposed a "business strategy" involving the sale of an equity stake in the lottery contract, many months before Bailey was selected for the majority-ownership role. Bailey wrote that such a sale would not be illegal, suggesting to the client that Mayor Adrian Fenty's

lawyers "research this point." Did this outreach lead to a business deal or understanding between the parties?

These issues are closer to the heart of the matter, yet The Post would rather carpet-bomb the underbrush.

ReedSmith

A. Scott Bolden
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Email: abolden@reedsmith.com

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July 23, 2012

BY ELECTRONIC MAIL

Bradley J. Bondi
Cadwalader, Wickersham & Taft LLP
700 Sixth Street, NW
Washington, DC 20001

Re: WMATA Inquiry

Dear Mr. Bondi:

On behalf of Intralot, this will confirm Intralot responses to your document requests of May 24, 2012. Please see Intralot's responses below.

1. All communications between Intralot and any member of the Board of Directors of the Washington Metropolitan Area Transit Authority, including D.C. Councilmember Jim Graham, relating to the development of the Shaw-Howard/Florida Avenue site. This includes all communications whether or not the Board member was acting in an official capacity as a Board member at the time of the communication.

   RESPONSE: None.

2. All documents and communications relating to the development of the Shaw-Howard/Florida Avenue site, including, but not limited to, communications with WMATA staff, communications with current or former members of the Metro Board of Directors, and communications with current or former members of the Council of the District of Columbia.

   RESPONSE: None.

3. All communications, including internal communications, discussing or relating to any meetings or other communications with Councilmember Graham.

   RESPONSE: None.

4. All documents, including handwritten notes, describing any conversations with any member of the Board of Directors of the Washington Metropolitan Area Transit Authority, including Councilmember Graham.

FOIA CONFIDENTIAL TREATMENT REQUESTED

ReedSmith

RESPONSE: None.

5. Any other documents that you believe may be helpful to our investigation.

RESPONSE: None.

Sincerely, I am

A. Scott Bolden

A. Scott Bolden

Office of The Inspector General
Investigations Division

Memorandum of Interview

To: File

From: Elliott Taylor, Special Agent ET

Date: October 17, 2011

Re: 2010-0492

Date of Interview: October 7, 2011

Time Began: 6:20 p.m. **Time Ended:** 8:06 p.m.

Location of Interview: OIG
717 14th Street NW, Ste. 200, W., D.C.

Persons Present: Special Agent (SA) Elliott Taylor

Person Interviewed: Warren Clifton Williams Jr.
[redacted]

SUMMARY OF INTERVIEW

On October 7, 2011, SA TAYLOR interviewed Warren WILLIAMS (WARREN) regarding the D.C. Lottery contract. WARREN's attorney (A. Scott BOLDEN, Attorney, Reed Smith LLP) was present during the interview. After advising WARREN about the nature of the interview, he provided the following information:

WARREN described himself as a businessman who specializes in real estate investment and development. He also managed his family's nightclub (Club U) which was located in the Reeves Center at 14th and U Streets.

REDACTED

During the meeting, GRAHAM told WARREN that he had been winning [contracts] a lot, and asked him what made him qualified. WARREN tried to explain to GRAHAM, to no avail, that he would not be involved with the lottery contract; ALAKA was in charge of W2I. GRAHAM told WARREN he was really interested in the parcel of land his company Banneker Ventures had been by the Washington Metropolitan Transit Authority (WMATA) to develop. GRAHAM told him that if he gave it up the WMATA contract, he (GRAHAM) would support him (WARREN) on the lottery contract award. GRAHAM, who served as the chair of WMATA's board of directors, had tabled the WMATA contract award. WRIGHT took copious notes during the meeting, but refuse to give them to WARREN or BOLDEN.

REDACTED

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Office of The Inspector General
Investigations Division

Memorandum of Interview

To: File

From: Elliott Taylor, Special Agent ETD

Date: October 17, 2011

Re: 2010-0492

Date of Interview: October 7, 2011

Time Began: 3:59 p.m. **Time Ended:** 6:20 p.m.

Location of Interview: OIG
717 14th Street NW, Ste. 200, W., D.C.

Persons Present: Special Agent (SA) Elliott Taylor

Person Interviewed: Alaka Williams [redacted]

SUMMARY OF INTERVIEW

On October 7, 2011, SA TAYLOR interviewed Alaka WILLIAMS (ALAKA) regarding the D.C. Lottery contract. ALAKA's attorney (A. Scott BOLDEN, Attorney, Reed Smith LLP) was present during the interview. After advising ALAKA about the nature of the interview, she provided the following information:

REDACTED

REDACTED

GRAHAM brought up the fact that Banneker Ventures (a company in which WARREN Jr. is part owner) had recently won a development contract from the Washington Metropolitan Area Transit Authority (WMATA)[1]. GRAHAM told WARREN Jr. that "I can't give you everything." ALAKA believed that GRAHAM told them that if WARREN Jr. gave up the WMATA contract he would reconsider his (GRAHAM's) position on the lottery contract. However, GRAHAM never told them he would vote for or against the lottery contract award. GRAHAM was just saying I can't give you the lottery contract because you just got the WMATA contract. Give up one for the other.

REDACTED

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-----Original Message-----
From: EMMANUELBAILEY@aol.com [mailto:EMMANUELBAILEY@aol.com]
Sent: Monday, January 5, 2009 11:37 PM
To: warrenwilliams@w2tech.net
Subject: Attorney Client Priviledged communication

Warren,
I'll see you tomorrow. From a business strategy standpoint, I suggest you do this:

1. Our Nupe is totally correct on the facts. However, only you can get him to see the fact that in the long run, you are the one that gets hurt in this (more delays in getting the deal moving); the city has to either spend extra money to do a contract under $1m; and the DC residents are hurt.
2. On the illegal point, it is not illegal according to current DC contracting rules. For example, there are no restrictions, that I can see, that would prevent your company from selling an equity stake or bringing on an equity party, etc., that would impact the current contract. He should have his legal team research this point.
3. Our Nupe could be the one that is viewed by the public as brining 'smart' resolution to this problem. It's not like the Council can say (and we can confirm this) that they conceived of this idea. The beauty here is that you.(Warren) and our Nupe can say that you both turned to LONG-TIME friends and business colleagues to bring in additional expertise. You could also state that you approached me a year or two years ago. However, I was tied up with getting Walter Reed back on track given the Presidential level attention on the facility. I have one of the Top Lottery executives in the country that happens to be a black female; we have been a CBE company since 1997; we current have Millions of dollars in Federal contracts with respected agencies, such as, NIST (one of the most respected research federal agencies in the government), Dept of Defense (we rescued Walter Reed, which our DC Congress Rep was instrumental in brining to the National stage and a DC based company help Walter Reed receive it's highest JACHO hospital inspection score ever; we work with Dept of Commerce and Dept of Labor; and we are close to being 3 out of 290 minority companies to receive an actual contract from the Treasury Dept on TARP.

Again, I think it totally right for our Nupe to feel this way. However, the smarter play, especially for you, is to get this done now. I don't think there has to be any precedent setting. He can make it clear to the older guy that it is not. Rather than a compromise, our Nupe can play this as Barack would -put the best interest of the residents first; work with rivals; get this done.

I want to give this one last shot before I jump off this deal (still work with you on other stuff), because it is really taking a lot of time. Again, whatever you need me to do, let me know. /eb

New year...new news. Be the first to know what is making headlines.

FOIA CONFIDENTIAL TREATMENT REQUESTED

-----Original Message-----
From: ebailey@capitolstructures.com [mailto:ebailey@capitolstructures.com]
Sent: Friday, December 26, 2008 12:51 PM
To: 'Warren Williams'
Subject: Re: Confidential

Come on down. Call u later. We will get this done. Failure is NOT an option. ------Original Message----- From: Warren Williams To: Emmanuel Bailey ReplyTo: Warren Williams Sent: Dec 26, 2008 11:49 AM Subject: Re: Confidential Give me a buzz when you are free. Hope that you are enjoying the weather and golf down there. One of these days I'm going to have to make that trip. Warren ----- Original Message----- From: Emmanuel Bailey To: Warren Williams ReplyTo: Emmanuel Bailey Subject: Confidential Sent: Dec 26, 2008 10:37 AM There is a strong push to rebid and a lot of people you know are working to get bids in (jeff thompson, etc). A lot of damage done by pushing for a vote. Forces don't want you guys in the lead decision making role. Working on this now. Call you later Sent from my Verizon Wireless BlackBerry Sent from my BlackBerry® smartphone with SprintSpeed Sent from my Verizon Wireless BlackBerry

FOIA CONFIDENTIAL TREATMENT REQUESTED

From: alakawilliams@w2tech.net
Sent: Thursday, July 17, 2008 6:11 PM
To: Bolden, A. Scott
Subject: Fwd: Thank you

Attachments: image002.jpg; image001.jpg

image002.jpg (2 KB)

image001.jpg (2 KB)

-----Original Message-----
From: Jim Link [mailto:jim@americancapitolgroup.com]
Sent: Wednesday, June 11, 2008 02:30 PM
To: warrenwilliams@w2tech.net, ''Alaka Williams W2'', ''Byron Boothe'', ''Jay Lapine'', ''Bolden, A. Scott'', ''Crystal Wright''
Subject: FW: Thank you

FYI?

James E. Link

Partner

www.americancapitolgroup.com <http://www.larsonstewart.com/>

Washington, DC

122 C Street, NW

Suite 500

Washington, DC 20001

Phone: (202) 628.3750

Fax: (202) 628.3770

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Bolden, A. Scott

From: warrenwilliams@w2tech.net
Sent: Thursday, October 06, 2011 5:11 PM
To: Bolden, A. Scott
Cc: warrenwilliams@warrentongroup.com
Subject: Fwd:

-----Original Message-----
From: Jim Link [mailto:jim@americancapitolgroup.com]
Sent: Wednesday, June 11, 2008 12:39 PM
To: "Byron Boothe", "Jay Lapine", "Crystal Wright"
Cc: warrenwilliams@w2tech.net, "Alaka Williams W2", "Bolden, A. Scott"
Subject: RE:

The reason I said it that way, is that I wanted it to be clear that we could not even consider the request. I think it would be worse if we said, "we considered your request and cannot accommodate it." James E. Link Partner www.americancapitolgroup.com Washington, DC 122 C Street, NW Suite 500 Washington, DC 20001 Phone: (202) 628.3750 begin_of_the_skype_highlighting (202) 628.3750 end_of_the_skype_highlighting Fax: (202) 628.3770 CONFIDENTIALITY NOTICE: This e-mail and any attachments contain information from the American Capitol Group, LLC, and are intended solely for the use of the named recipient or recipients. This e-mail may contain privileged client communications or work product. Any dissemination of this e-mail by anyone other than an intended recipient is strictly prohibited. If you are not a named recipient, you are prohibited from any further viewing of the e-mail or any attachments or from making any use of the e-mail or attachments. If you believe you have received this e-mail in error, notify the sender immediately and permanently delete the e-mail, any attachments, and all copies thereof from any drives or storage media and destroy any printouts of the e-mail or attachments. -----Original Message----- From: Byron Boothe [mailto:Byron.Boothe@intralot.us] Sent: Wednesday, June 11, 2008 12:34 PM To: Jay Lapine; Jim Link; Crystal Wright Cc: warrenwilliams@w2tech.net; Alaka Williams W2; Bolden, A. Scott Subject: RE: Seriously I do not like the last line it empowers Graham too much it suggest that whatever we discussed we realized the subject matter may be dirty and thus we became a part of it in that we considered it! Byron Boothe Vice President, Government Relations INTRALOT USA 11360 Technology Circle Duluth, Georgia 30097 Cell:502-552-3348 begin_of_the_skype_highlighting 502-552-3348 end_of_the_skype_highlighting -----Original Message----- From: Jay Lapine Sent: Wednesday, June 11, 2008 12:02 PM To: Jim Link; Jay Lapine; 'Crystal Wright' Cc: warrenwilliams@w2tech.net; 'Alaka Williams W2'; 'Bolden, A. Scott'; Byron Boothe Subject: RE: Jim This is great-perfect. If Crystal is ok I think we use it. Also, I completely agree with you about JG but it is important that we make the record not him and with this addition you have doe so beautifully. Thanks so much Best Regards, Jay Jay M. Lapine, Esq. VP & General Counsel Intralot, Inc. 11360 Technology Circle Duluth GA 30097 770.295.2449 begin_of_the_skype_highlighting 770.295.2449 end_of_the_skype_highlighting This e-mail message and any attached files are confidential and are intended solely for the use of the addressee(s) named above. This communication may contain material protected by attorney-client, work product, or other privileges. If you are not the intended recipient, any review, use, dissemination, forwarding, printing, copying, or other distribution of this e-mail message and any attached files is strictly prohibited. If you have received this confidential communication in error, please notify the sender immediately by reply e-mail message and permanently delete the original message. .. -----Original

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[redacted]- From: Jim Link Sent: Wednesday, June 11, 2008 11:49 AM To: 'Jay Lapine' ; 'Crystal Wright' Cc: warrenwilliams@w2tech.net ; 'Alaka Williams W2' ; 'Bolden, A. Scott' ; 'Byron Boothe' Subject: RE: Yes, but Graham is perhaps the biggest conspiracy theorist I have ever come across and will pin this on us regardless. If we add such language, let me know what you think of the following.."I wanted you to also be aware that our communications person, Crystal Wright, received a call from a reporter from the DC Examiner who was asking questions about our meeting and seemed to know a great deal about what was said. Since I don't talk to reporters, I would suggest that you contact Crystal directly if you would like to know more about this. Please know that no one from our team contacted the media as it would not be in our interest or your interest to publicize what was discussed." James E. Link Partner www.americancapitolgroup.com Washington, DC 122 C Street, NW Suite 500 Washington, DC 20001 Phone: (202) 628.3750 begin_of_the_skype_highlighting (202) 628.3750 end_of_the_skype_highlighting Fax: (202) 628.3770 CONFIDENTIALITY NOTICE: This e-mail and any attachments contain information from the American Capitol Group, LLC, and are intended solely for the use of the named recipient or recipients. This e-mail may contain privileged client communications or work product. Any dissemination of this e-mail by anyone other than an intended recipient is strictly prohibited. If you are not a named recipient, you are prohibited from any further viewing of the e-mail or any attachments or from making any use of the e-mail or attachments. If you believe you have received this e-mail in error, notify the sender immediately and permanently delete the e-mail, any attachments, and all copies thereof from any drives or storage media and destroy any printouts of the e-mail or attachments. _____ From: Jay Lapine [mailto:Jay.Lapine@intralot.us] Sent: Wednesday, June 11, 2008 11:20 AM To: Crystal Wright; Jim Link Cc: warrenwilliams@w2tech.net; Alaka Williams W2; Bolden, A. Scott; Byron Boothe Subject: RE: I really like the way you have put this together. I do however, concur in the opinion of my wise co-counsel. You guys are so good with the right words couldn't we persuade you to do your magic once again to make the record we need but be subtle about it-Please Best Regards, Jay Jay M. Lapine, Esq. Vice President & General Counsel Intralot, Inc. 11360 Technology Circle Duluth GA 30097 770.295.2449
begin_of_the_skype_highlighting 770.295.2449 end_of_the_skype_highlighting
jay.lapine@intralot.us

_____

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seat. I realize that you have had doubts about these matters, but these are the answers which I have received and those who have been asked these questions stand by what they say emphatically. As for Metro, there are a number of factors that make it impossible for us to even consider accommodating your request. Please let me know if you have any questions. Thanks, Jim" James E. Link Partner www.americancapitolgroup.com Washington, DC 122 C Street, NW Suite 500 Washington, DC 20001 Phone: (202) 628.3750 begin_of_the_skype_highlighting (202) 628.3750 end_of_the_skype_highlighting Fax: (202) 628.3770 CONFIDENTIALITY NOTICE: This e-mail and any attachments contain information from the American Capitol Group, LLC, and are intended solely for the use of the named recipient or recipients. This e-mail may contain privileged client communications or work product. Any dissemination of this e-mail by anyone other than an intended recipient is strictly prohibited. If you are not a named recipient, you are prohibited from any further viewing of the e-mail or any attachments or from making any use of the e-mail or attachments. If you believe you have received this e-mail in error, notify the sender immediately and permanently delete the e-mail, any attachments, and all copies thereof from any drives or storage media and destroy any printouts of the e-mail or attachments.

From: Bolden, A. Scott
Sent: Sunday, June 08, 2008 5:43 AM
To: 'warrenwilliams@w2tech.net'
Subject: Re: Graham Language/edit at will.

Jim and crystal.

----- Original Message -----
From: warrenwilliams@w2tech.net <warrenwilliams@w2tech.net>
To: Bolden, A. Scott; Crystal Wright <cryswright@hotmail.com>
Cc: Alaka Williams W2 <alakawilliams@w2tech.net>; 'Jim Link' <jim@americancapitolgroup.com>; Byron Boothe <Byron.Boothe@intralot.us>; Sinclair Skinner <sinclair@bannekerventures.com>
Sent: Sun Jun 08 02:49:59 2008
Subject: Re: Graham Language/edit at will.

Scott,

Who did you envision sending this? Jim, Crystal, or myself?

You could send it but you were in the meeting.

Warren
Sent from my BlackBerry® wireless device

-----Original Message-----
From: "Bolden, A. Scott" <ABolden@ReedSmith.com>

Date: Sat, 7 Jun 2008 20:50:31
To:"Crystal Wright" <cryswright@hotmail.com>
Cc:<warrenwilliams@w2tech.net>, "Alaka Williams W2" <alakawilliams@w2tech.net>, "Jim Link" <jim@americancapitolgroup.com>
Subject: Graham Language/edit at will. (DRAFT)

"Jim, wanted to let you know and give you the heads up that Bill Meyers of the dc examiner contacted me on Friday afternoon and recounted out entire conversation from our meeting with me, Jim, you and your staff and the Williams. And while I know this meeting was off the record, he knew quite a bit and was calling for a confirmation because he was writing a story on it next week. Despite our legal and general concerns regarding your request that the Williams' withdraw from the wmata development contract--contracts they won oth fair and square and other contract information, in exchange for your support of the lottery contract, please know that no one from our team contacted the media as it would not be in our interest or your interests to publicize your unusual request at our meeting.
We have discussed this situation with our lawyers and are awaiting their thoughts on how to navigate these issues and potential issues raised by Bill.
Bill also confirmed for me that his source was from the District Building, but not from anyone in the meeting. That makes sense as he would not need a confirmation from you or us, had he got it directly from a meeting participant. In any event, my sense is that he will be contacting you next week regarding the same. To date, we have not provided any confirmation or comment on the story. You and your communications person may want to strategize on your response to Bill, as he express serious political and legal concerns, as our lawyers have, regarding the linking of the subject projects as well as your vote, your role as a legislator and your opposition to the same on both of these projects.
In the interim, please check with your staff as to whether they may have had conversations with third parties as to the text and substance of our meeting. We remain concerned about this apparent leak and its impact on our ability to work with you on resolving these matters and your ability to remain active on these matters as a legislator.
Please give me a call if you would like to further discuss. thanks."
A. Scott Bolden
abolden@reedsmith.com
Reed Smith LLP

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From: Bolden, A. Scott
Sent: Saturday, June 07, 2008 8:51 PM
To: 'Crystal Wright'
Cc: 'warrenwilliams@w2tech.net'; Alaka Williams W2; 'Jim Link'
Subject: Graham Language/edit at will.

"Jim, wanted to let you know and give you the heads up that Bill Meyers of the dc examiner contacted me on Friday afternoon and recounted out entire conversation from our meeting with me, Jim, you and your staff and the Williams. And while I know this meeting was off the record, he knew quite a bit and was calling for a confirmation because he was writing a story on it next week. Despite our legal and general concerns regarding your request that the Williams' withdraw from the wmata development contract--contracts they won oth fair and square and other contract information, in exchange for your support of the lottery contract, please know that no one from our team contacted the media as it would not be in our interest or your interests to publicize your unusual request at our meeting. We have discussed this situation with our lawyers and are awaiting their thoughts on how to navigate these issues and potential issues raised by Bill.

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In the interim, please check with your staff as to whether they may have had conversations with third parties as to the text and substance of our meeting. We remain concerned about this apparent leak and its impact on our ability to work with you on resolving these matters and your ability to remain active on these matters as a legislator.

Please give me a call if you would like to further discuss. thanks."

A. Scott Bolden
abolden@reedsmith.com
Reed Smith LLP
1301 K Street, NW
Suite 1100-- East Tower
Washington, DC 20005
Phone: 202-414-9266
Fax: 202-414-9299

FOIA CONFIDENTIAL TREATMENT REQUESTED

From: Bolden, A. Scott
Sent: Monday, June 02, 2008 8:31 PM
To: 'warrenwilliams@w2tech.net'; 'Jim Link'; 'Crystal Wright'
Cc: Alaka Williams W2
Subject: RE: Graham

any follup discussions and meeting with mr. graham, please sure I attend. the political stuff, we can negotiate. the bid withdrawl is off the table.

A. Scott Bolden
abolden@reedsmith.com

Reed Smith LLP
1301 K Street, NW
Suite 1100-- East Tower
Washington, DC 20005
Phone: 202-414-9266
>Fax: 202-414-9299
>

-----Original Message-----
From: warrenwilliams@w2tech.net [mailto:warrenwilliams@w2tech.net]
Sent: Monday, June 02, 2008 7:05 PM
To: 'Jim Link'; 'Crystal Wright'
Cc: Alaka Williams W2; Bolden, A. Scott
Subject: Re: Graham

Jim,

I think being honest with Graham is the right move as well. We have begun some preliminary talks with LaKritz, the developer he wants to see win the site.

If Graham wants to cut the deal with Lakritz for a "better project" we could do that. But I just can't give the project to anyone.

Other issues, I spoke with my father and he certainly did know about or pay for any racist posters. He couldn't speak for his partner Paul, but he's deceased. And no one would have thought he would have paid for them as well.

In speaking with Sinclair he denied putting the posters up. And paying for them to get done. He did have a newspaper at one time that he was the editor of called the GA Defender. And does recall some editorials that spoke about gentrification.

One other thing that should be mentioned to council member Graham is that we have tried to support him several times during his runs for city council and that he has accepted thousands of dollars that were bundled and hand delivered to him from Clubu and various entities that were in my control. Thousands.

So when he ask was I funding his enemies, the answer is no they funded you Mr. Graham.

Just a thought,

Warren

Thanks,

Warren
Sent from my BlackBerry® wireless device

-----Original Message-----
From: "Jim Link" <jim@americancapitolgroup.com>

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From: alakawilliams@w2tech.net
Sent: Thursday, July 17, 2008 5:40 PM
To: Bolden, A. Scott
Cc: warrenwilliams@w2tech.net
Subject: Fwd: Thank you

Attachments: image002.jpg; image001.jpg

image002.jpg (2 KB)

image001.jpg (2 KB)

-----Original Message-----
From: Jim Link [mailto:jim@americancapitolgroup.com]
Sent: Monday, June 2, 2008 02:57 PM
To: ''Crystal Wright'', alakawilliams@w2tech.net
Subject: FW: Thank you

FYI below. I just put a call into Calvin as well. We should have another check-in to discuss.

Jim

James E. Link

Partner

www.americancapitolgroup.com <http://www.larsonstewart.com/>

Washington, DC

122 C Street, NW

Suite 500

Washington, DC 20001

Phone: (202) 628.3750

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Bolden, A. Scott

From: warrenwilliams@w2tech.net
Sent: Thursday, October 06, 2011 4:37 PM
To: Bolden, A. Scott
Cc: warrenwilliams@warrentongroup.com
Subject: Fwd: Graham

-----Original Message-----
From: Jim Link [mailto:jim@americancapitolgroup.com]
Sent: Monday, June 2, 2008 06:43 PM
To: warrenwilliams@w2tech.net, "Crystal Wright"
Cc: "Alaka Williams W2", "A. Scott Bolden"
Subject: RE: Graham

Warren, I think we should be upfront with Graham about why this piece of his request cannot be accommodated. Its pretty clear that you are unable for very strict legal reasons to unilaterally make that decision. Is there a possibility that this project could be expanded to include someone of his liking? This Metro project is only one project in a long list of upcoming projects and if we were to have some idea of that list and work with Graham proactively going forward and perhaps on something specific that he wants, that would be very useful and valuable to him. Let me know what you think...we should have an idea of our position and what we can offer before we have the conversation with Graham or Calvin. Jim James E. Link Partner www.americancapitolgroup.com Washington, DC 122 C Street, NW Suite 500 Washington, DC 20001 Phone: (202) 628.3750 begin_of_the_skype_highlighting (202) 628.3750 end_of_the_skype_highlighting Fax: (202) 628.3770 CONFIDENTIALITY NOTICE: This e-mail and any attachments contain information from the American Capitol Group, LLC, and are intended solely for the use of the named recipient or recipients. This e-mail may contain privileged client communications or work product. Any dissemination of this e-mail by anyone other than an intended recipient is strictly prohibited. If you are not a named recipient, you are prohibited from any further viewing of the e-mail or any attachments or from making any use of the e-mail or attachments. If you believe you have received this e-mail in error, notify the sender immediately and permanently delete the e-mail, any attachments, and all copies thereof from any drives or storage media and destroy any printouts of the e-mail or attachments. -----Original Message----- From: warrenwilliams@w2tech.net [mailto:warrenwilliams@w2tech.net] Sent: Monday, June 02, 2008 5:46 PM To: Crystal Wright Cc: Alaka Williams W2; 'Jim Link'; A. Scott Bolden Subject: Re: Graham We should discuss with the councilmemeber, the fact that, even though I don't like it to prove to him that I'm "onboard" and "non-threatning" I would give him the wmata project. The legal realities are that I can't do that. Banneker Ventures own 35% of the rights to develop the sites. Two other companies have much more to lose. If we tried to drop out they would sue us. We've got six figures of expenses as well as a six figure deposit being held by wmata. Is this something Omar and I go in with Jim and Crystal to discuss with the councilmember? Our wmata board meeting where this gets voted on is this thursday. Advice? Warren Sent from my BlackBerry® wireless device -----Original Message----- From: "Crystal Wright" Date: Mon, 2 Jun 2008 14:05:50 To:"'Alaka Williams W2'" , , "'Jay Lapine'" , "'Byron Boothe'" Cc:"'Jim Link'" , "'A. Scott Bolden'" Subject: Graham Jim said that Graham emailed him back thanking him also and say "Do you think they will do anything?" It is pretty clear he wants us to come back with something. . . Crystal Wright Public Relations Strategist Baker Wright Group, LLC 5853 Nebraska Ave., NW Washington, DC 20015 w: 202/829-0848 begin_of_the_skype_highlighting 202/829-0848 end_of_the_skype_highlighting c: 202/549-8072 begin_of_the_skype_highlighting 202/549-8072 end_of_the_skype_highlighting www.bakerwright.com

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FILE COPY

INSERT

2010-0492
EST

Date: November 2, 2011

On November 2, 2011, Special Agent (SA) Elliott TAYLOR, D.C. Office of the Inspector General (OIG), spoke with Crystal WRIGHT (Intralot's lobbyist during the first lottery contract award) via telephone in an attempt to schedule her for an interview. WRIGHT advised that she is a public relations strategist and runs a single person firm with many clients. She explained that she is very busy and does not have time to be interviewed, nor does she see the need to be interviewed because she no longer performs works for Intralot, Inc. and only vaguely remembers her activities associated with the work she performed for Intralot Inc. during the lottery contract. WRIGHT recalled attending a meeting between Jim GRAHAM, Councilmember, Council of the District of Columbia, and Warren and Alaka WILLIAMS. However, she claims she has no recollection of what transpired during the meet or of the conversation. WRIGHT also claimed that she no longer possesses the notes she took during the meeting; she does not maintain notes beyond 6 months.

* * * COMMUNICATION RESULT REPORT (JUL. 2. 2012 3:07PM) * * *

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TRANSMITTED/STORED : JUL. 2. 2012 3:05PM

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REASON FOR ERROR
E-1) HANG UP OR LINE FAIL
E-2) BUSY
E-3) NO ANSWER
E-4) NO FACSIMILE CONNECTION

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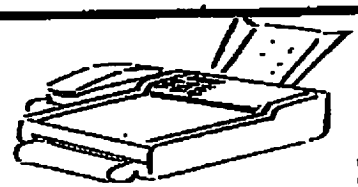

INVESTIGATIONS DIVISION

FAX TRANSMITTAL

DATE: 7/2/2012

TO: Emily Rockwood

COMPANY: Cadawalder

FAX NUMBER: 202-862-2400

FROM: SA E. Taylor

FAX NUMBER: 202-727-0885

NUMBER OF PAGES, INCLUDING COVER SHEET: 2

COMMENTS: Copy of file Insert regarding Crystal Wright

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Transcript of the Testimony of **Omar Karim**

Date: July 23, 2012

Case: In Re: WMATA Investigation of Florida Avenue Property Development

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IN RE: WMATA INVESTIGATION
OF FLORIDA AVENUE PROPERTY DEVELOPMENT

CONFIDENTIAL DEPOSITION OF OMAR KARIM

Washington, DC

Monday, July 23, 2012

REPORTED BY:

CARMEN SMITH

FOIA CONFIDENTIAL TREATMENT REQUESTED

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Deposition of OMAR KARIM, called for examination pursuant to subpoena, on Monday, July 23, 2012, in Washington, DC, at the offices of Cadwalader, Wickersham & Taft, 700 Sixth Street, Northwest, at 1:54 p.m., before CARMEN SMITH, a Notary Public within and for the District of Columbia, when were present on behalf of the respective parties:

BRADLEY J. BONDI, ESQ.
EMILY J. ROCKWOOD, ESQ.
Cadwalader, Wickersham & Taft LLP
700 Sixth Street, N.W.
Washington, D.C. 20001
202-862-2314
202-862-2225
bradley.bondi@cwt.com
emily.rockwood@cwt.com
On behalf of the WMATA Audits and Investigations Committee

--continued--

Page 3

APPEARANCES (continued):

BRIAN K. MC DANIEL, ESQ.
ADRIAN ST. HILL, ESQ.
McDaniel and Associates, P.A.
1211 Connecticut Avenue, N.W., Suite 506
Washington, D.C. 20036
202-331-0793
brianmac1911@aol.com
On behalf of Mr. Karim

Also Present:
JONATHAN BAILYN

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PROCEEDINGS

MR. BONDI: We're here, as you know, because of a subpoena, and so this is going to be under oath, so I'd like to go ahead and swear you in.

THE WITNESS: I will affirm, though.

Whereupon,

OMAR ANTHONY KARIM

was called as a witness and, having first been duly affirmed, was examined and testified as follows:

EXAMINATION

BY MR. BONDI:

Q Mr. Karim, how are you?

A I'm fantastic. Could not be better. How are you?

Q I'm doing well. Could you state your full name for the record, please.

A Omar Anthony Karim.

Q And what is your occupation, Mr. Karim?

A I work with a local company called Banneker Ventures.

Q And you're here pursuant to a subpoena

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that we issued; correct?

A That is correct. Although I would have come voluntarily.

Q Appreciate you noting that for our record.

Mr. Karim, we're going to ask you a few questions today about a development that WMATA was involved in that we understand you have some information about.

A few ground rules, though, before we get started. Because we are using a court reporter, there's a couple ground rules.

Number one is please wait until I finish asking my question or Emily asks her question before you answer. That way the court reporter can get down both the question and the answer.

The second thing is because we do have a court reporter today, we want to make sure that you answer orally, verbally, as opposed to a nod of the head or uh-huh, huh-uh.

And the final point is if you don't understand a question, please ask us to explain the question or repeat it. Otherwise, we're going to

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assume that you understood the question and were able to answer it.

Are you okay with those ground rules?

A I am.

Q I'm glad you didn't nod or say "uh-huh."

(Laughter.)

A That's right. We were going to test that. A couple of questions myself. Can we get a copy of the written deposition following? Or how does that work?

Q I'm glad you asked that question. Not during our investigation, no. While we're doing our investigation, we're going to mark everything confidential, and we're not going to allow anyone to order copies of the transcript.

After our investigation completes, we'll take that under advisement if you want a copy and want to ask your attorney.

But that's to protect you, it's to protect the integrity of the investigation, that we don't have transcripts out floating around.

A Huh. Okay. Is that standard during investigations?

Q It oftentimes is. We're working with WMATA, and we are -- we're retained by the audits and investigations committee of the Washington Metropolitan Area Transit Authority, or WMATA for short, sometimes referred to as Metro.

So if you ever hear us say during the course of this -- our deposition today, if you hear us say "WMATA" or "Metro," that's what we're referring to, the Washington Metropolitan Area Transit Authority.

The audits and investigations committee of WMATA retained us to conduct an investigation into the development on Florida Avenue near Shaw that was a development of Metro property above the Metro station.

So if you hear us refer to today the Florida Avenue development or the Shaw Florida Avenue development or the development of WMATA, that's what we're referring to.

You're familiar with that from the fact that you're a bidder; correct?

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A Certainly. The rightful winner of that Florida Avenue Metro or WMATA project.

Q Wonderful. Well, Emily is going to be asking you some questions today. And because this is --

A Can I ask a question?

Q Yes, sir.

A So why did the audit and investigation committee of WMATA hire you all?

Q That's a great question. I'd be happy to answer it.

In WMATA's bylaws, any time there is a question about the appropriateness or action of a board decision or a board member, the audits and investigations committee is empowered to hire outside counsel to conduct such an investigation.

WMATA, or Metro, has an Inspector General's Office that can investigate internal issues relating to developments and to staff and to employees and those sorts of issues.

Unfortunately, though, they are not obligated or able -- excuse me, I should strike the "obligated." They're not able to investigate board decisions or board members or board actions.

What we're here to do is we were retained by the audits and investigations committee to look at the board's action, to see if the board's action or any of the actions of the board members was in violation of WMATA's codes of conduct and procedures.

So we're looking at this internally to look to see whether the board or any of its board members violated any codes of conduct or procedural codes that the board members are obligated to follow.

We are a factfinding body. We're not a prosecutorial body, Mr. Karim. We aren't awarding money. We can't award judgments or anything like that.

What we're doing is we are investigating to find out if the board acted appropriately, and that, of course, assumes actions of individual board members as well.

We're not a prosecutor, as we mentioned,

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although we are a quasi-governmental organization, WMATA is, and we're acting as agents for them, even though we're private sector employees.

So normal rules would apply about providing false information to the government being potentially illegal under 18 USC 1001. And Mr. McDaniel, I'm sure, has explained that to you.

The other thing that we should tell you is that although we're not a prosecutor or prosecutorial body, if we were to determine that there was some suspected criminal activity, the board has certain obligations under its own rules to report suspected criminal activity to the appropriate prosecutor's office.

What we envision in terms of our work is creating a report for the board to review of our findings. What the board decides to do with that report and whether it makes it public is up to the board and hasn't been decided.

As a governmental organization, I believe there will probably be a strong likelihood that the board will make the report public, and that includes

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our findings and what we've done and what we've found and concluded in our investigation.

A May I ask, who is the chair of the committee?

Q The chair of the audits and investigations committee is a WMATA board member named Alvin Nichols from Maryland.

A Sure. Did Mr. Nichols -- did you all have any conversation as to why the audits and investigations committee felt it was necessary at this time to investigate the actions of a board member or the board as a whole, when two years ago, Carol O'Keeffe, WMATA's general counsel, sent a letter saying that they had looked into it and there was nothing illegal, unethical about either the full board or Mr. Graham's actions, Jim Graham's actions, and what made the committee now think it's an appropriate time to look into the matter?

Q Well, Mr. Karim, as a member of the bar yourself, I'm sure you would appreciate the fact that we're not in a position to divulge attorney-client privileged communications.

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The audits and investigations committee is our client, and we've had communications with our client that we're just not in a -- it would not be appropriate for us to divulge.

A Okay.

Q So I am sorry, but we're not going to get into talking about why the audits and investigations committee has done something or didn't do anything.

A Sure. I just -- it just helps, as this is the first time that I am talking with you all.

Do you know if Carol -- if the board or a particular committee of the board is a client or Metro as an organization is a client of Carol O'Keeffe?

Q I'm not sure, Mr. Karim, that I follow. But I'd appreciate it if we could get to asking the questions about why we're here today.

A Let's go. Let's go.

Q So I'm happy to answer any questions that you might have about the procedure of today's deposition or the like, but getting into the --

A LaKritz Adler, were they subpoenaed?

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Q Mr. Karim, just as I'm not going to tell people that you were subpoenaed, I'll leave that up to your lawyer if he wants to say that in The Washington Post.

A I'm fine, absolutely.

Q I'm not going to say who was subpoenaed and who was not subpoenaed.

A Okay. Let's go.

Q I'd like to get into asking you about the background of the transaction and the like. And we're going to cover a few things today and show you some documents, and we appreciate your truthful responses. And we have no reason to believe that you won't be truthful today, and we appreciate your time and your honesty today as we get into these issues.

Emily?

EXAMINATION

BY MS. ROCKWOOD:

Q Sure. We're going to just start at the very beginning, when you all first got involved with the development of the property. Just how did you

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come to bid on the Florida Avenue property?
A Any specifics about that or --
Q When did you first learn that the Florida Avenue property was up for bid?
A It was in 2007, early part of 2007.
Q And what got your interest about it?
A Our -- one of the architect firms that we work with mentioned it to us, that they heard it was out on the street.
Q What firm was that?
A Torti Gallas.
Q And what -- why did you become interested?
A Oh, man. It's -- it was right near my alma mater, Howard's campus, local development, doing development in the area, and thought it would be a great idea to go after it.
Q Who did you speak with when you were making the decision to put in a bid or not put in a bid?
A I don't -- can you be more specific?
Q I don't know. Did you -- did you speak with anyone about whether you should bid for it or

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not?
A Anyone like whom? I'm --
Q Colleagues or people in the community.
A Absolutely, we spoke with our -- my staff, first of all, and we decided -- we looked at it, read the solicitation and whether -- decided whether we should go after it, decided we should, put together a strategy for it, put together a team, private equity, debt investors, our architect engineering firm, joint development partners, talked to people from the ANC, from the viable neighborhood commission. Everybody who we thought we could help put together support for.
Q And then as you got into the negotiations and you were selected as the developer, what were kind of the major issues that came up during the course of the negotiations?
A You're skipping a lot, but that will be fine. Are you referring to -- the negotiation was pretty protracted, as you know. If you kind of limit a timetable, that would kind of help.
Q Sure.

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A Or if you're just speaking broadly what some of the issues were.
Q Sure. I can be more specific. I know there were some issues about affordable housing that came up in the negotiations.
A They did, yeah.
Q Yeah. If you could just tell us when -- when that first became an issue in the negotiations.
A Sure. So the board of directors approved our term sheet in June 2008, I think it was the 26th or sometime around there. A board member, Jim Graham, made an -- amended the approval of our term sheet and added an affordable housing requirement onto that.
So the term sheet was negotiated back in, I guess, February or March. It was supposed to go to the board in April. Graham pushed it no less than 60 days. It went back to the board in June.
And then Graham materially changed the terms of the term sheet by making a motion and the board accepting his motion to add affordable housing requirement to it.

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And after he did that, staff and my staff began discussing the impact of the affordable housing component and what impact it would have on our offer price, on the price that we had agreed to, which was about 597 a year on an all market rate deal.
And to give you some further background to that, in our proposal that we submitted to Metro, we included some affordable housing on it. Rosalyn Doggett, who is a Metro staff person handling this, told us to take out any affordable housing component so that they could look at everybody's offers apples to apples.
So we took it off, and as a result, she increased what she thought was the value of our bid. And we accepted that, and that became the terms of our deal.
Q What percentage of affordable housing did you originally include in your bid?
A I don't recall.
Q Did you kind of get down to a percentage, or was it more of there will be an affordable

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housing component?
A There was a percentage.
Q But you don't recall what it was specifically?
A I don't recall what it was. And affordable housing, you discuss -- affordable housing product is pretty broad. You have what's considered workforce housing, then you have 80 percent AMI, 60 percent AMI, 50, 40. I mean, it's a broad range in there.
We put what we thought Metro would want in there, what the DUKE plan wanted, just kind of our broadest, you know, understanding of that.
And we put it in there. And then we -- once we got selected and began having the discussions with Metro and discussions probably with the city, kind of we looked into it more.
Q At the time you were submitting your bid, what was your understanding of what the DUKE plan required as far as affordable housing?
A I don't recall that.
Q And did --

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A But it was a range. I think it was like 20 to 30. I forget what we wound up putting in there.
Q Did you understand that what was originally in your proposal was consistent with what was in the DUKE plan?
A I don't recall.
Q Okay. And then at what point, if you can remember a date range, did Ms. Doggett tell you to take that out of your proposal?
A When she called me, I think it was on a Friday morning, and said that we had been the selected developer. It was February or March 2008. And this was kind of a verbal conversation.
And then I think she followed it up with an e-mail saying they were going to take it out. Or she might not have been specific in the e-mail, but certainly, she indicated that they were raising the amount of our offer and removed any affordable housing components to it.
Q When you say you became the selected developer, do you mean you were selected by the

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Metro staff?
A Yes, that's correct.
Q Okay. Not by the board at that point?
A According to the board, did they ever select us? I don't know.
Q Okay. So then what did you all do internally after that June 26 meeting when you were designated by the board as the developer of the site?
A There was a kickoff meeting that was, I think, scheduled. We brought them our $100,000, which they still have, by the way. So if you talk to them, let them know I'm still looking for my $100,000.
We looked at the impact of what Graham did at the meeting, in terms of the affordable housing requirement. We did some analysis and ran some projections and some models to see how it would impact our -- our -- the feasibility of the project.
And we discussed and negotiated what we thought -- what the staff and my staff thought and my equity and debt partners thought was an

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appropriate reduction of that amount, and came to an agreement as to what the final lease payment would be.
Q You came to an agreement with who?
A The staff.
Q Okay.
A Metro staff. Their professional real estate staff, Rosalyn Doggett, Joel Washington, all of the folks that were working on the project at that time.
Q And what was that agreement? What did you agree to?
A It was -- a dollar amount?
Q Uh-huh.
A I don't know the exact dollar amount. The exact dollar amount changed so much, you know, throughout the course of the negotiation period. But it was -- it reflected the -- Graham and the board's decision to put affordable housing on the project, I do know that. And it was less than the amount that was in the term sheet -- the executed term sheet.

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Q And when was it that you came to that agreement?
A Sometime between August and call it November/October, probably November 2008. The first agreement.
Q Okay. So when you say "the first agreement," was there -- did that change again? Did the economic value of the offer change again at some point?
A It was a -- yes, it did change, as you know.
Q And can you just describe to me a little bit about how it changed, I guess, following November 2008?
A Really, how much time have you got? I mean, it changed pretty -- I mean, I don't want to lose anybody here. But it went to -- it changed a lot, because -- it changed a lot over those couple of years, okay. So if we're at the June 2008 agreement, and then sometime it changed again that fall, right.
And then we were -- negotiated our JDA and

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lease and were pretty much there.
Then let me try to find some e-mail to see when it changed again.
(Witness reviewed the document.)
Hmm.
Q We don't need a specific date or anything, if you have a general idea of the timeline and the major changes that occurred.
A Yep. So we -- we agreed to -- we agreed to an amount -- this is helpful, this binder here. Hopefully, I saved Metro some money by making it easy for you all and them with these.
So we agreed to -- I think us and the staff agreed to an amount. And then we got to an impasse, I think, as you recall, seeing the December 4 e-mail that I sent to Neil Albert.
Q Sorry, that's December 4, 2008?
A 2008, yep. And then --
Q What was the impasse?
A I don't know, I think it was Graham somewhere lurking around there, trying to kill our deal. But things didn't get approved. Our JDA and

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lease did not get approved, were not getting approved. We were trying to get it approved, and they kept kicking the bucket down the road.
But I do see an e-mail from December 11, saying, "based on our conversation last week and in preparation of tomorrow's 3 p.m. meeting, we attach for your review the latest pro forma."
At this point, Metro was asking for our financial performance to be sent over and it had what our lease payments were. This one had $150,000 lease payment. So it was pretty -- so that's what we agreed to.
And then I think Neil was able to set up a meeting after the inauguration with WMATA's general manager, I think, and their senior staff at his office. And I think at that meeting, we finally came to an agreement to what we were going to pay.
I think it might have been 200-something thousand dollars a year. So it was more than that initial e-mail that I just sent to Roz Doggett.
Q What changed between that e-mail that you referenced and this meeting after the inauguration?

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A I don't know what changed, but we had been working on it for call it a year now, in terms of negotiating. And when we met back in, you know, February of 2009 now, we were ready to get the deal done.
So although we had offered 150 a year, I'm not sure if they talked about it internally, but maybe they said we are willing, if you pay this, this will be fine, and that's what happened.
Q And is that the final price that they accepted --
A Final price --
Q -- going all the way up to March of 2010?
A Who accepted, your client or the staff?
Q Staff.
A No. I think if you go to 2010 and you see what the latest -- I forget what the latest amount was, but it wasn't the $597,000 a year. It might have been somewhere around the two-something.
So once we negotiated this, then we said, oh, no, we can't sell it to you or lease it to you at this time, we have to order an appraisal, if you

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recall some of those conversations. Took them about four or five months.

And we said, fine, we'll pay whatever the appraisal says. And we wound up paying more than the appraisal at that particular time.

Q When did the appraisal first get brought up?

A Sometime in the spring of 2000.

Q Just to the best of your recollection. It doesn't need to be an exact date.

A The spring, how about that?

Q Spring of 2009?

A '9, spring of 2009, yeah.

Q Who brought that up with you?

A WMATA brought it up. They said they had to order an appraisal. After we had negotiated everything and were ready to roll, they said no -- so I see an e-mail from Emeka Moneme or a call that somebody got from him. This was March 30, so I bet it was sometime around that period.

Q When you say "WMATA," do you mean WMATA staff or the board?

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A WMATA staff. I'll try to be particular when I mention the staff. But they're all the same; right? They all have the same -- they work for the same organization. But yeah, I'll try to be more specific.

Q So once the appraisal was completed, how did that affect the offer price?

A It was fine with us. It was great. We were ready to again proceed.

I mean, as you know, WMATA staff recommended that the board approve either our term sheet, JDA and lease and other documents at least a half dozen, it might have even been a dozen different times, every single time.

Not one time did they say, no, Banneker's offer is too low so kill the deal with them, don't approve the deal with them, anything like that.

Q What did you understand the board's position to be about your offer price?

A At which time are you referring to?

Q I guess start in 2008.

A What board are you referring to? Let me

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tell you how it works with WMATA. Jim Graham dictated what went on at WMATA at least for the entirety of 2009, when he was the chairman. And then he became the committee chair of our committee, the real estate committee, so he dictated what went on there.

And prior to that, he dictated what went on as well. And that's how he was able to just punt our approval by 60 days for no particular reason.

So that's how it went down. And it was whatever Jim Graham says, that's what John Catoe, who is the general manager, told me, saying, look, whatever Jim Graham says I'm fine with. This is his quote.

So it's not the board. It's not to be spooky or anything. It's very, very clear, the other board members did not mess with Jim Graham. They did whatever he said. So it's a very specific -- D.C. board members didn't get involved in Maryland deals. Virginia board members didn't get involved with anybody's deals.

The District and Graham had the heaviest

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hand in the District, and it was whatever Graham said.

BY MR. BONDI:

Q Mr. Karim, when was your first interaction directly with Councilman Graham concerning the Florida Avenue development?

A To my knowledge, which was when he came up to me and sat next to me in the full board meeting prior to the board voting on our June 26 term sheet, at that meeting.

And he said, "Mr. Karim, I'm going to vote for your term sheet, but you're going to have to come see me," right.

I said, "yes, sir."

He got back up out of his seat, sat back up. I wish there was a camera that could see it. Got back up, sitting in his seat, voted for our term sheet, and I went to go see him in his office.

Q And you went to go see Mr. Graham in his office at WMATA or at the D.C. council?

A I know where you're trying to go, right. I would go see -- I didn't know he had an office at

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WMATA. I went to go see him at his office at the council on Pennsylvania Avenue.

But if you're trying to -- if in any way you're trying to attempt to throw Mr. Graham under the bus without the board and WMATA having some responsibility, it's their fault as well.

I mean, wherever you're going, I'm not sure where you're going. I know you've been hired by the audits and legal committee.

But I met with him on Pennsylvania Avenue at the Wilson Building.

Q And, Mr. Karim, I appreciate that you're very emotional about this.

A It is an emotional thing, I'll tell you.

Q And you've invested a lot of resources in time and money in this.

A We sure have.

Q But I'd appreciate it if you just answer the questions that I ask here.

A No problem.

Q It will make things a lot more efficient today, and we can get to the -- get to understanding

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what happened.

So you said you went to go visit Mr. Graham at his office on Pennsylvania Avenue at the D.C. council. When was that approximately? Was this shortly after your initial term sheet was -- or you initially were approved to be the exclusive negotiator with WMATA, that first meeting?

A The June 2008 meeting, after that, right.

Q Right after the June 2008 meeting, you went to go see Mr. Graham. Were you alone?

A Yes, I was.

Q Did anyone -- was anyone else in the meeting aside from Mr. Graham?

A No.

Q And did it take place in his office?

A You know, we met twice. Once it was in his office, and then once it was at lunch at 1010 Penn, or the French restaurant.

Q LaHalles, the --

A LaHalles, yeah. So I'm not sure which meeting took place first. I believe the first meeting we had probably was in -- at the restaurant.

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I get them mixed up. It's been four years ago, yeah.

Q Okay. Well, why don't we -- why don't we focus --

A But both meetings were just he and I. Both of those meetings were just he and I.

Q Okay. Were there other meetings that you --

A Yes.

Q -- attended with Mr. Graham where other people were there?

A Yes. We had a meeting on October 22, 2009. It was myself, our CFO, Jim Graham and his chief of staff at the time. There was four of us.

Q Okay. And were there any other meetings that you had with Mr. Graham?

A No, not that I can recall.

Q I'd like to first focus on your lunch meeting with Mr. Graham. Did you invite him to lunch? Did he invite you to lunch? How did it come about?

A No, he invited -- he said, "we're going to

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meet at my favorite French restaurant," it's X, Y and Z, and I'll see you there at the particular time.

Q Did you bring any documents with you?

A No. He didn't ask me to bring any, so I didn't bring any.

Q And did he bring any documents?

A Not that I knew of. He might have, but he didn't show me any documents.

Q Okay. What did you discuss over lunch with Mr. Graham?

A So he -- he strongly recommended that we add LaKritz Adler to our development team. It's a development company, he told us to do it. He might have even given me Josh Adler's phone number, because immediately thereafter, I contacted him and began -- no, no.

Okay. I'm mixing the dates up.

The lunch occurred between April when Graham tabled our deal and June before they approved our deal. And then our meeting in his office where he showed me all his shovels happened after that.

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And that's when, between April and June, at his favorite restaurant, that he strongly recommended that we add LaKritz Adler to our team.
Q So the first meeting at the restaurant you believe was between April and June 2008?
A That's correct.
Q And the second meeting was when?
A Shortly there -- I would say two or three weeks after. I think there's an e-mail in here where I'm asking his staff to --
Q We can get to that in a second.
A Sure. I would say within 30 days of their approving our term sheet.
Q And then the final meeting you said was October 22, 2009, that took place in his office?
A No, that took place at Busboys and Poets on 14th and W Street, Northwest.
Q So in the meeting between April and June 2008 that you said took place at LaHalles restaurant --
A Did I say that it took place, or did you know that it took place? Okay. Go ahead.

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Q You gave an address for LaHalles restaurant. You said it was 1010 Pennsylvania Avenue; right?
A Is that where LaHalles was?
Q That's right.
A Uh-huh.
Q The meeting that took place at the restaurant at 1010 Pennsylvania Avenue, did Mr. Graham express why he wanted you to get LaKritz involved?
A I can't recall. But if I think about it, I'll get back with you on that.
Q Did -- what did you say when he suggested that you get LaKritz involved?
A I'm pretty sure I told him I would consider it.
Q Did you have another partner involved at the time?
A When you say "another partner" --
Q Were you involved with other organizations in the proposal to develop the Florida Avenue property?

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A Yes, we did. We had a number of partners at that time.
Q But LaKritz was not one of them at the time; correct?
A That's correct.
Q Okay. Why would it have been in your interest to get involved with LaKritz?
A Because the guy that's controlling our deal suggested that we do it. Jim Graham, that is.
Q Sure. And, Mr. Karim, if you don't mind, can we just put those aside? We'll get to documents in a second.
A Sure.
Q I just want to learn about what you had, okay, and what you talked about.
So following the --
A But I -- I wouldn't -- I'm not making the -- you said why would it be in our best interests. I didn't make that statement; you made that statement.
Q No, I said why would it be in your interest.

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A Oh, in our interest. The reason why we -- so there's a separate paragraph. The reason why we began discussions with LaKritz is because Graham told us to.
Q Would -- let me phrase it this way, Mr. Karim. Would you have gotten LaKritz involved and had discussions with LaKritz, had Councilman Graham not told you to contact LaKritz?
A Absolutely not.
Q Okay. And so following the lunch meeting at the restaurant at 1010 Pennsylvania Avenue, what did you do then, reached out to LaKritz?
A Yes.
Q Who did you call at LaKritz?
A I'm not sure if it was Josh Adler or Robb LaKritz.
Q What do you remember saying to either Mr. Adler or Mr. LaKritz when you first contacted them?
A I don't recall specifically, but it might have gone something like Jim Graham told us to contact you about this Metro deal.

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And if you recall, I do have -- I had a diary and took notes from a meeting that I had with -- or a phone call that I had with Josh. Shortly after that conversation. We even had lunch or breakfast one or two times around that time.

Q Mr. Karim, I appreciate that you really want to get into documents. We've got a lot of time to get into documents.

A All right.

Q I just want to ask for your recollections here without getting into documents, okay?

A Uh-huh. Well, it's been four years for me. You probably spent the last three months really looking at this, and I haven't. So it's --

Q Sure. And we can refresh your recollection with documents in a moment.

But what I'm asking you -- because I don't believe there's a document of a phone call. So what I'm asking you is --

A Yes, there is a document of a phone call, and I wrote it down. And then Josh sent me a detailed analysis, saying as a follow-up to our

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phone call, this is what we want to do.

Q Okay. Did LaKritz Adler or the representative from LaKritz Adler with whom you spoke on the phone, did that person acknowledge that they expected your call or that they were expecting you to have called them?

A I don't recall.

Q Did they seem surprised by your call?

A Certainly not.

Q From your call, did you then agree to meet?

A I'm not sure what happened, whether our first-time meeting was after our deal got approved or he sent me documents first but --

Q "He" meaning?

A Josh and Robb.

Q Josh Adler and Robb LaKritz?

A That's correct.

Q Now, you said there was a subsequent meeting, and we'll get to in a second, your interactions with LaKritz. But you said there was a subsequent meeting --

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A I mean, let's not forget that. This is like the Josh --

Q I know, Mr. Karim. We're going to get to that in a second, okay?

A Sure.

Q You said there was a subsequent meeting with Mr. Graham two weeks later, in his office.

A About 30 days after the meeting where he said you need to come see me, then I went and saw him, and I saw him in his office.

Q And that meeting in his office took place after your lunch meeting with him? Is that the chronology you remember?

A That's correct, yes.

Q And when you went to go see him in his office, then, after the lunch meeting, what was said?

A So the lunch meeting occurred between April and June before they approved our deal. The meeting at his office on Pennsylvania Avenue occurred after the June 26 project. What occurred.

So he asked me, hey, so basically -- not

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basically. He said, you've never been in my office before.

And I said, no, sir, I haven't. I felt like I needed to wash my hands at that point.

And then he goes -- we get to sit on his couch there, and we get to talking about our deal, about the affordable housing. Hey, okay. So how much affordable housing do you want in this deal; right? That was the one question that we had a conversation about.

He told us to -- he said, hey, I'm starting this BID, I want your support on it, right. It's a U Street BID. We're on Florida Avenue. We weren't on U Street. The cost is about the price of a table at one of these functions, that's what he was saying.

And I told him I needed to think about it and go back to -- basically, to give it some thought before I could agree to anything like that.

So there was a number of different things that we talked about at the time, yeah.

Q Let me just interrupt you. I don't think

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I follow. You said U Street BID and then talked about the cost of a table.

What was he asking of you that you said I'll have to give it some thought?

A He started a -- or was pushing for a U Street BID, business improvement district along U Street. And he wanted me and our project to pay for that, because the developers were footing -- the owners of parcels along the U Street corridor were paying for that and basically asked me for $40,000.

I thought it was $1000, but it was really to the tune of 40,000, per year, that I would have been paying had I agreed to this with him.

Q And, Mr. Karim, I'm not following your conversation. I thought your meeting with Mr. Graham was on the Florida Avenue development. Was this a separate topic of that communication, or were these two topics related?

A They were related. This was the Florida Avenue -- this project that I owned, would have been the owner of, would have had to pay $40,000 per year to this BID that Graham was spearheading, had we

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agreed.

Q Was that part of the proposal, though, with WMATA, that you would also be part of this business development district to pay this 40,000?

A No, it wasn't.

Q Okay. Then what was WMATA's interest in ensuring that you got -- paid a $40,000 price to -- as part of this business development district? What is your understanding of WMATA's interest?

A I'm not sure of WMATA. But this is what Jim Graham wanted.

Q Okay. And you -- did he indicate to you that you needed to pay this $40,000 in order to get support from him on the WMATA Florida Avenue development?

A Oh, it was certainly implied that that was the case.

Q And what did you say to him in response to that?

A I told him I would have to get back with him.

Q Okay. Now, you mentioned something about

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a cost of a table? Maybe I misunderstood. Is that a different issue?

A That's correct. No, that's the same issue. I asked him how much would it cost for us to be a member of this BID, and he said, oh, it's the cost of a table at one of these events. That's his quote.

Q Then that's when you learned that the cost of a table was $40,000?

A That's correct. Well, it's not a set fee. It's the size of the project and that type of thing. So some projects are 40,000. Ours could have been between 30 and 40,000, give or take, you know.

Q So, Mr. --

A Per year.

Q Mr. Karim, I realize and appreciate that this has been a while for you, and I know this is cumbersome. But if you could try to tell me what exactly you remember Mr. Graham saying about this U Street BID and what was involved in it.

And how did it come up in the conversation that you were having with him? Was there a segue?

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Was there a, well, great, now let's move on to a different topic?

Tell me how this came up in the conversation, please.

A I don't 100 percent recall the timeline of our conversation. I'm in this man's office, right, it's pretty intimidating, and my first time in his office, not like we were buddies or anything like that.

And he brought it up in the context of several weeks prior, he came and sat next to me, saying I'm going to approve your deal, but you need to come see me. I went to go see him, and he raised these issues during that meeting.

So I don't think that they were divergent or had different interests. I think that they were connected.

We talked about the affordable housing component and what percentage of affordable housing we were going to include in the deal. We talked about this U Street BID that he raised during the conversation as well.

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Q What other topics did you discuss?
A I don't remember. Those two stick out. I'm not sure if he asked me how my conversations were going with LaKritz or whatever the case might be.
Q Did Warren Williams' name come up during this conversation?
A I don't recall his name being brought up in that conversation.
Q Who raised the idea of the U Street BID? Was that a topic that you raised or he raised?
A No. I didn't even know about it.
Q All right. And aside from the Florida Avenue project that you were bidding on, were you involved in any other real estate development near or around U Street that would qualify you to be a participant in this business development, this BID?
A No.
Q So but for Florida Avenue, you wouldn't have had a reason to even be talking about the U Street business development?
A That's correct.

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Q And if we could go back, what do you remember him saying about the U Street BID? How do you remember it being raised in the conversation? What do you remember him saying?
A I'm leading this U Street BID thing, and it's the cost of about -- I remember asking him, well, how much is it? U Street automatically raised an eyebrow because we're on Florida Avenue, we're not even on U Street.
He said -- I said, how much is it?
He said, oh, it's the cost of about one of these tables, that I remember. And I remember me telling him with respect to that, I'll have to get back with you.
Q Is that how the meeting ended, or did you continue to talk about the Florida Avenue development?
A That was part of the Florida Avenue development, and we did talk about the affordable housing part of the development in that conversation.
Q After you talked about the U Street BID?

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What I'm trying to understand is the chronology of the conversation from start to finish.
A I don't really recall -- it was, you know, three or four years ago -- the exact, you know, chronology of that particular meeting.
I know we didn't sit in there for six hours. It was probably a 30-minute to 45-minute meeting.
Q Was the discussion, though, about the U Street BID the last topic that you talked about in your conversation with Councilman Graham?
A I don't -- I don't recall.
Q And did you get back to Councilman Graham on his request relating to the U Street BID?
A No.
Q Not at all?
A Not at all, not that I can recall.
Q Is there a reason why you didn't get back to him?
A I felt like he was shaking me down, and I wasn't going to agree to pay any money or anything like that. You know, and it was $40,000, so we

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clearly probably would have told him no if he would have -- if he would have pressed us out on it.
Q Did you tell anyone about Mr. Graham's request that he conveyed about the U Street BID?
A I did.
Q Who did you tell?
A Like a few days later, or maybe a few weeks later, but shortly around that time, one of my -- our partners at the time, Josh Kern, sent me an e-mail about the U Street BID. And I replied, you know, Graham brought this up in a meeting. It's in the e-mail that I gave to you. Graham brought this up in a meeting.
And I told him the same thing that I told you, that hey, he said it was about the cost of the table, I thought it was $1000 but wound up it's $40,000.
Q Did you tell anyone else about your conversation with Councilman Graham on the U Street BID?
A So did I tell anybody that I was having that meeting? Absolutely. I'm sure I told people

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that I was having that meeting. I'm sure I told my partners that, that the U Street BID was a component of that meeting.

So when I told people about that meeting, did I tell them everything that happened in that meeting? I'm not sure -- including the U Street BID? I don't recall.

But at a minimum, I told Josh Kern and Phinis, who probably was copied in that e-mail, I don't recall, or Warren. I'm not sure who was copied in that e-mail. But whoever at least was in that e-mail knew about it.

MR. BONDI: Can we take a one-minute break, if you don't mind?

(Recess.)

BY MS. ROCKWOOD:

Q So I guess we wanted to move on to the next meeting, which was October 22.

A The third meeting.

Q Yes. Where did that meeting take place?

A Busboys and Poets on 14th and W.

Q Who attended that meeting?

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A Jim Graham and his chief of staff, myself and our chief financial officer at the time.

Q Who is Jim Graham's chief of staff at that time?

A I don't know.

Q Is it Ted Loza?

A I wish it was. That would have been priceless. He is in prison right now. I think I Googled who his chief of staff was during that month. I think Ted had been gone. But if that was, we probably wouldn't even be having this meeting right now.

Q Your CFO was?

A Anthony Ives.

Q And what -- who called that meeting?

A We agreed to have that meeting -- our deal was being stalled, and I knew Jim Graham would be at a groundbreaking ceremony at Justice Park, who we were program managers for. And I went and saw him basically to go find out what's happening. It's been a long time, what's going on.

We went. I said, can we sit down and have

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lunch? He said, fine, let's go to Busboys and Poets. Right after the groundbreaking, he met us there, and that's where we had the meeting.

Q What did you discuss?

A First thing he said is, you shouldn't have gone after this deal. And my response was, I wish somebody would have told me. But somebody really did tell us. I was really being facetious. Because Boyd told us we shouldn't have gone after that deal previously so --

Q What else did he say after he made that statement?

A Oh, a whole lot -- we had a negotiation, protracted negotiation, right there over lunch, where he told us that he wasn't going to accept this project going out as a sale, it was going to be a lease, and that got negotiated. And even though he supported it a year later, when JBG -- when they put it back out, he was still on the board and a committee chair when it went out as a sale.

So we negotiated about that. I told him our partner at the time, Bank of America/CDC, wanted

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to have it as a lease -- they were comfortable with the sale and everything moving forward. So I knew that they would cause them some issues.

And he said, fine, you can find another partner. And I tried to be a little coy about it, well, who could we find or whatever. And I think -- I don't think I threw Adler's name out, but I might have thrown out Chris Donatelli's name again.

But we didn't come to anything on that. And then right afterwards, I think he gave me the cellphone number for John Catoe, who is general manager.

I called Catoe and said, hey, I just left Graham, we agreed to this, this and that. Catoe's quote was "whatever Graham said, I'm down with."

And within an hour, there was e-mails going back and forth from the real estate manager, the deputy assistant general manager, Catoe, per the meeting, blah, blah, blah, blah, this is what happened, this is what the deal is.

He agreed to have a special board meeting in two weeks in exchange for our agreeing to change

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some of the terms of the deal up. And he said he would push the deal forward.

Unbeknownst to me, at the same time he's asking Carol O'Keeffe in confidential board memos if they can go do BAFOs so his buddy Chris Adler can get the deal again.

Q Did he say why you never should have bid on this deal?

A No, not on the 22nd of October to me.

Q Did he say that another time?

A To my understanding, he told Bua Benitez the morning we had our pitch, December 17, 2007, that this deal wasn't for us, we weren't supposed to go to this deal.

And board called my then partner at the time, Warren, on the way -- while he was walking into WMATA's headquarters and told him that. Warren relayed that message to me immediately when he got off the phone with him, and we said we were going to go anyway.

Q So you discussed the -- whether the property would be a sale or a lease at that October

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22 meeting. What else did you discuss?

A As I indicated to you, we indicated -- we discussed who our partner was going to be, since he wanted to change the terms of what we had agreed to with the staff at that time.

Q Did he bring up LaKritz Adler at that point?

A I don't recall. I wish I did.

Q But you brought up Donatelli?

A I probably did bring up Donatelli.

Q Why?

A Because I knew that was his man.

Q How did you know that?

A How did I know that? Everybody knows that. It's -- Donatelli is doing three developments in the guy's ward, four now, five probably, several Metro projects. They were close. Donatelli was the one who was -- scheduled a meeting with him back in November/December 2007. He canceled with Donatelli. Donatelli sent me an e-mail saying Graham canceled. Everybody knows they're big-time friends.

Q Why did he cancel the meeting?

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A I don't know. What did he tell you?

(Laughter.)

Q So Donatelli was part of your team in 2007?

A He was, yeah.

Q But subsequently he dropped out?

A He dropped out the day before we were going to bid.

Q And why was that?

A I think Graham told him. So to give you some -- as you already know, December 2007, Chris Donatelli was on our team, it was DDG, Donatelli and Banneker. Banneker was the lead on the project.

We got word, and I'm not sure from who, from Chris or whomever, said that Graham wasn't going to support us. So we decided that we would take a back seat to -- on the deal, because we had worked so hard on it, and we just really would take 20 percent of the deal versus 33 percent of the deal, 25 percent, whatever.

And since we had worked out with DDG, and Chris Donatelli would be the lead, and they would --

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it would be DDG and Donatelli. And then Donatelli called DDG that weekend, that Saturday night or Sunday morning, saying that they dropping out.

And not only did they call Josh or e-mail them or something, but then they called our partners on the deal to let them know that they dropping out. So effectively, there would be no presentation that Monday morning to WMATA, thus leaving LaKritz Adler and maybe the other company, Moddie Turay's company, to bid.

Q Did Chris Donatelli call you?

A No.

Q But he spoke with -- who on your team did he speak with?

A John or Phinis.

Q Can you spell that for me?

A Phinis's name or Josh -- Josh Kern.

Q Oh, Josh Kern, okay. I see. And he was your CFO at the time?

A No, Joshua Kern is a partner in District Development Group, DDG. It was Josh and Phinis at DDG, and then it was Banneker, and then it was

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Donatelli Development.
Q What did you understand was the reason that Donatelli had dropped out?
A We knew Graham had gotten to him. It was clear. Graham had canceled the meeting a week or two before we were supposed to -- a week or two prior. We got word that Graham was going to go against us on the deal, and then Graham is buddies with Chris.
Q What did Chris tell people was his reason for dropping out?
A I don't recall. I know he didn't give me the professional courtesy to call me. And I consider Chris a friend.
Q So why did you propose adding him back into the team in 2009?
A Because I knew that he liked -- I knew that they were friends at the time. Again, it was probably a little bit out of desperation.
I just couldn't get my lips around recommending to Graham or asking Graham, hey, you want us to get LaKritz Adler back into it? I don't

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like those guys. They were jerks. And I don't think I did. I might have.
Q Had you had any conversations with Donatelli about coming back into the deal?
A Oh, man. You know what, throughout the life of this negotiation, I called Chris pretty often to kind of keep him updated. So I might have called him at one time or another.
But we had our partnership together, so until that lunch meeting with Graham in October 2009, I don't think that I had a conversation with him about rejoining the team.
(Mr. McDaniel left deposition.)
Q So what did you do? You mentioned you called Mr. Catoe following that October 22 meeting.
A Uh-huh.
Q What else did you do, or what action items did you have?
A Well, first of all, I had a conversation with our CFO, and he said, unbelievable, I can't believe Graham said that. I can't believe that he said we shouldn't have went after this deal. That

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was amazing.
I talked to our former CFO just last week, and we were talking about it again. I mean, it was unbelievable that Graham would say that we shouldn't have gone after this deal.
And then the staff reworked the terms of the deal and -- you know, to a lease, and we negotiated with them, continued having conversations about how the deal was going to get moved forward and that type of thing.
Q Uh-huh.
A I'm sure we spoke with our lawyers at the time, because they were heavy in getting the documents prepared.
Q Did Graham do anything following that meeting? Did he have any agenda items?
A Agenda items? Graham always had agenda items. You're opening it up for yourself. I know that he asked Carol O'Keefe whether they could do a best and final offer. And Carol sent them a confidential memo, she probably sent them a couple. I'd be surprised whether you all have a copy of that

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memo. That would be interesting to see whether they gave it to you.
But I had a copy, and I wanted to make it known to you all what Graham was doing at the time.
Q Did Carol O'Keeffe send you a copy of that memo?
A I'm not sure how I got that memo.
Q Did you get that memo from Mr. Graham?
A I'm not sure how I got that memo. I wish I did. I wish I had all of the confidential memos that Carol O'Keefe put together with our deal. There probably would be some damning information in there.
Q Do you recall when you received that memo?
A No.
Q Did you receive it close to the time that it was written or --
A I don't recall, but I wish I -- I wish I did.
Q You mentioned that in 2007, you had discussed with Donatelli changing roles on the development team, that you would let them take a

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larger share of the deal.
A I didn't say that. I said that the agreement between our partners was that we were going to do it. I'm not sure whether it was just Chris and I or whether it was DDG, everybody. Or I don't recall everybody that was in the room or who was in the room, but it certainly was decided that we were going to take a back seat to D -- on the project. This is days before we were going to go in to interview with WMATA.
Q Whose idea was that?
A I don't recall.
Q When did you first conceive of that idea with your team?
A First of all, I didn't say I conceived of the idea. Secondly, it was right around I would call it December 2007.
Q And what was the purpose of doing that?
A Because Graham was -- we were getting word that Graham was not going to support our deal and he was going to kill our deal.
Q How would this help?

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A I thought erroneously at the time, and DDG thought erroneously at the time as well, that if Chris was the lead, then Graham would have supported it. Unbeknownst to us, he promised that deal to LaKritz Adler.
So regardless of who was the lead and who was the silent partner or whatever, this deal wasn't going to get done.
Q Did anyone have any conversations with Graham about the composition of your development team?
A I'm not sure who had conversations. I didn't have conversations with him, but I bet you Chris did.
Q Did he tell you about those conversations?
A No. Well, I can't say definitively.
Q I guess what made you think that this would help if --
A I wish I had my -- my -- the word we were getting was that Graham wasn't going to support our deal. We knew Graham was on the board. We didn't know about all of the makeup and all of the

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shenanigans that board members do.
But it was our understanding that he wasn't going to support us, us wrongfully thinking that he just wasn't going to support Banneker being a lead. But he didn't want this team bidding on it, because if the team bid -- if it was just Adler and Moddie Turay, Adler would have won, just hands down.
Q Why do you think that?
A I spoke with Rosalyn Doggett last week, because I forgot who the third bidder was on this deal. And I asked her, who was the third bidder? She couldn't remember at the time, but she said it was a small development company or whatever. And just that couple of years ago out of the blue gave me the understanding.
And I knew, it was a one-person -- I know Moddie, and it was a one-person shop. And Clark, who was his teaming partner, it wasn't Clark's development group, it was the parent company. So, you know, I'm not sure how much they offered, but Josh probably had a little bit more experience than he did. And we had a lot more experience than Josh

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had. So --
Q So you mentioned that you were getting word that Graham wasn't supporting you. Who were you getting that word from?
A I'm not sure.
Q Were you personally getting word or was it other members of your development team?
A I don't recall.
Q So you mentioned -- we talked about Metropolis -- or sorry, Donatelli was the original development partner. They subsequently dropped out and Metropolis came in. Why did you bring them in to replace Donatelli?
A So we had -- when we first was looking at this deal, we thought about a whole lot of different people, kind of put names on the board. I think Metropolis might have been one of them.
And I knew that the folks from Howard had a good relationship with Metropolis, with Merrick Malone in particular. And when they gave us the letter of support, they thought it -- they thought it would be a good idea to do a project with

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Metropolis.
We said, fine, we know Merrick, you know, so that's why we brought them on board and subsequently decided, once the principal of their firm got brain cancer, I'm not sure if he died or -- yeah, but he got brain cancer, he got really sick. I think he passed away. We had to find another partner, unfortunately.
Q Was that Mr. Malone?
A No, it was Scott Pinnick, I think was the guy's name. He was the president of the company. I think Merrick was a vice president.
Q I see. So they dropped out at that point because --
A Yeah, the guy had -- yeah, I don't even think the company is still around. It was -- you know, it was a pretty bad time for them at this particular time so --
Q What was their relationship with Mr. Graham?
A I don't know. But Merrick, I think, was a former deputy mayor or something like that in the

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city. So I'm pretty sure he had a pretty decent relation -- more than me, more than the relationship that I had with the guy.
Q Was that a consideration when you all were deciding which development partner to bring on?
A I'm pretty sure if we thought that somebody that Graham hated, we wouldn't have recommended or we wouldn't have even considered having them as a partner.
Q And then subsequently, you partnered with Bank of America?
A Finally, yes.
Q How did you select them?
A I'm not sure how they got -- I don't recall how they got in the picture, but I was glad they did. They are the largest developer of affordable housing in the country. They recently did a major development over in Southeast at that particular time.
Their office was across the street from ours. I mean, how about that; right? Our address was 729, they were 740. I mean, so our project team

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meetings, everything like that, no commute time at all.
We had a great relationship with them. I went to Texas to visit with the head of their development arm, and it was a really -- really, really good relationship.
They are a large behemoth, so sometimes it takes a while to make decisions. But they were a great partner.
And they're a bank. We're banking with B of A. They have debt, they have equity. It just -- man, it made a lot of sense.
Q Now, when you brought them on, was the transaction being done as a sale or as a lease?
A I believe it was a lease at the time.
Q And when did they drop out?
A "Drop out" is -- around the time that Graham -- at the October 22 meeting, right, Graham told us that he would not support a sale, October 22, 2009, and he would support a lease.
We knew, we had spent a lot of time with B of A, all the underwriters, stuff like that. They

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liked a sale better, and we had gotten comfortable with it.
So it was sometime around there. I can't recall exact date.
Q And why was that?
A Why was what?
Q Why did they drop out of the team?
A Well, as I indicated, I know that Graham was not supporting a -- Graham didn't support a sale, and he wanted a lease. And I knew they didn't want a lease. I mean, yes, they preferred a sale.
Q But you just mentioned they came on when the transaction was being structured as a lease.
A Right. It was a whole year. I mean, a long time had went past or -- a long time had went past.
So they did come on when it was a lease, but then the terms got negotiated and that type of stuff. And once they kind of -- the underwriters and all of those folks or whatever, it worked out for them better for the deal to be a sale than a lease.

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Q Do you think if the -- if the sale had never been on the table at all, that they would have gone forward with you with the transaction as a lease?

A Do you think that Graham would have ever approved this deal? I mean, that's -- that's the really million dollar question there, whatever.

I think we had a ton of equity. We had CalPERS, CalSTRS, two of the largest public pension funds in the country, McFarland Partners. We had Goldman, JP Morgan. We had a ton of equity, a ton of debt, TIFs, everything. We had the deal ready to go.

And this deal got killed because of Graham. I mean, whether B of A -- I can't answer that now.

Q Okay. Did you ever discuss -- in your meetings with Graham, did you ever discuss Warren Williams?

A I don't think so. Although he did send -- although I did have a conversation with Joe Washington and Rosalyn Doggett in the spring of 2008

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when both of them said Jim Graham wanted us to send additional information or he was trying to kill our deal because of Warren, or something around that. I wrote a couple of letters. I think you all saw that.

Q Did anyone ever speak with you about or were you hearing anything at the time about Graham's feelings on Warren Williams?

A Around which time are you referring?

Q Sorry. In spring of 2008.

A So what's your question?

Q Did anyone -- did you hear anything --

A Rosalyn Doggett -- I heard from WMATA staff. And they said that Graham said that Warren owed -- what I was getting was that Graham was trying to kill our deal. And then as part of that, it was, well, one of the principals of Banneker owes the city money or one of the principals of Banneker X, Y and Z.

That was Warren who -- and Graham was telling -- according to the staff, was telling the staff these things.

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Q Uh-huh. Did he ever -- when did Warren Williams drop -- leave Banneker?

A I forget the exact date. But it was at a particular date sometime.

Q And why did he leave?

A We just felt that it was probably appropriate for him to leave. He had his own company, and we were just going to keep going, yeah.

Q Did it have anything to do with the fact that you knew that Graham had these concerns about him?

A No, I don't think that was the major reason.

Q Can you -- was it in 2008, 2009?

A I forget when we had it effective, right, you know. It was -- it was prior to the spring of 2009, I know that.

Q Did you ever have any conversations with Jim Graham about the composition of your development team, about personnel at Banneker who would be working on the deal?

A Not that I can recall.

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Q What was Graham's role in negotiations with you? You mentioned the October 22 meeting.

A He was all in it. He was -- for a board member, he was all in the details.

You saw the e-mails; right? Again, I know Bondi doesn't want me to go back to the e-mails. But Graham is saying in e-mails prior to -- this is June 25, 2008, I want to be very specific. He was very specific about language in the board meetings, right.

He was specific as to its affordable housing component. He was specific when he told me that Chris Adler needed to be involved in the deal. He was specific that the deal wasn't going to be a sale but that it was going to be a lease.

He was specific every single time going -- directing the staff to go back and get more money from us, which he'd done three or four different times, where there's not enough money, there's not enough money. At least this is what was being conveyed to us about offering more money, Graham was saying.

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And I know what he said to the paper that we didn't have the experience and that type of stuff. But we had more experience than LaKritz Adler, but he would approve the deal, yet if we added Adler? Just doesn't smell right to me.

Q What about Neil Albert? What's his role in the negotiations? He was also a board member, obviously.

A He became a board member in 2008, yep. And I don't know everything, all of the backdrop behind those type of -- what happened in those private board meetings.

But at least we went to him because he was the deputy mayor as well and a board member, and this was in the city, to help when the deal got stalled.

Q And when is the first time you remember going to him in that capacity?

A Like sometime late fall 2008.

Q What was happening at that time?

A Well, our deal was supposed to be done. Rosalyn Doggett promised me that the deal -- our

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JDA, joint development agreement, and lease would be approved by September 2008. And that's why we agreed to the terms that we -- the stringent terms that we agreed to back in March of 2008. That's the only reason.

And when that didn't get -- when that continued to get pushed and pushed and pushed and pushed and pushed and pushed, and we went to him and asked for his help, which I think I gave you a copy of the e-mail, screaming out help, please help us.

That's when he set up that meeting with John Catoe, WMATA's general manager, and then we finally cut a deal or what we thought was going to be the terms of a deal with Metro on the project.

Q What are some other examples of some times that he either set up meetings for you or other times that you maybe went to him for help?

A I'm pretty sure -- there was numerous times. It was over the life of two years. We tried to get everybody to support -- I called all the board members. I don't know if they told you that, right. When Graham was killing our deal, I called

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them, and everybody said we got to talk to Graham. These are the exact quotes from the board members, right.

Not that, oh, it's not appropriate or anything like that. You need to go talk to Graham.

Q Did you speak with all the board members?

A I'm pretty sure I did. I know I spoke to Catherine Hudgins. Yeah, she will recall that.

Q What did she say to you?

A I don't recall the exact conversation. But I do recall in general everybody telling me that I need to speak with Graham.

Q Did they say why?

A No.

Q So you mentioned LaKritz Adler, you got in touch with them in 2008 following your meeting with Graham.

A Uh-huh.

Q What was the first meeting you had with them or the first conversation you had with them?

A I do not recall the first conversation I had with them. But I do recall on June 17, 2008,

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which was -- which was nine days prior to the upcoming board meeting, Josh Adler calling me, right.

And these are my notes from that day, contemporaneous notes, where I'm writing down what he's saying to me.

And I got Josh Adler there. And he's saying that the word he's getting is that they, WMATA, I put that, at the time, waiting until we, meaning Adler and us, work out something before they approve our deal.

I guess that was pretty important to you all too out of all the stuff I sent.

MR. BONDI: We're going to mark that as an exhibit.

MS. ROCKWOOD: We will mark this as Exhibit 1.

(Karim Exhibit 1 identified.)

BY MS. ROCKWOOD:

Q And that's this document?

A That is that document, yeah.

Q And can you just read what you wrote about

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your conversation with Adler?
A Josh Adler, and it's underlined, because I'm on the phone with him, word he's getting is that they, WMATA, are waiting until we work out something before they approve our deal.
And then he goes to explain after that the terms of a deal that he has with the adjacent landowner, and he wants us to be part of -- at the deal or whatever it was at that particular time.
(Mr. Bondi left deposition.)
And he talks about a particular ground lease that they had, started in October of 2007, which was interesting, because it was like right before they -- he cut his deal right before the Metro selected us.
And he talked about how much he had to pay them a year. And then he goes into that.
And then the next day -- or, no, later that day, he goes and sends me a confidential two-page e-mail, explaining, "following up on our telephone conversation today, we would like to see," blah, blah, blah, blah, blah.

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Q So he wanted to -- what was his proposal?
A Either to add them to our project or to have us purchase the lease option that they had on an adjacent parcel to our parcel.
Q So if adding them to your team would mean that they would have an equity stake in the project? Or what kind of -- in practical terms, what would that mean?
A That's what it would mean.
Q And his second proposal was --
A It would be a development partner, you know, to us, yeah.
Q Okay. Would they replace anybody on your team?
A At this particular time, I'm not sure if -- did we have Merrick? Do you have an executed term sheet available? The executed term sheet has the partners in there.
Q Well, that's fine. It's not --
A I'm not sure if they would be replacing anybody. I don't recall what the composition was.
Q Okay. Right. And the second option was

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that you would take over an option on their lease on the adjacent property; is that right?
A Uh-huh, and pay them, yeah, a couple million dollars.
Q So would they still be involved at that point, or would -- are you just taking over their property?
A At that point, they wanted us to pay them basically 2-1/2 to $3 million, right, to take over the lease option that they had. Sell you 3.5 million -- we paid them $3.5 million. Wow, that's a lot of -- glad we didn't do that deal.
And they wanted -- they wanted our approval within a week, so prior to the June 26 board meeting.
Q Okay. So would they be involved in the development of the entire project if you took over their lease option?
A If we took it over and just paid them 3.5 million, they wouldn't.
Q But under option 1, would they have some sort of decision-making authority as one of your

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development partners?
A Decision-making -- I'm not sure if we got into, like, all of the details or if I recall all of the details. But certainly, they would be a development partner and play a role in it. They would be -- it's a major parcel that they're, quote, contributing or that we're purchasing, yeah.
Q Right. And what did you do when you received this call and then the e-mail?
A I laughed, really. It was -- it was comical in that it was so detailed, like within minutes of us getting off the phone, this long dissertation.
So clearly, the guy had this thing ready for me. I mean, you just don't -- I'm a lawyer, but you don't push something out as detailed as this in a couple minutes or, quite frankly, maybe even in a couple hours. This took a while to do.
And I remember sharing it with Warren, and we were just -- it was comical at the time.
But we did think about it. Then he followed back up with it a couple of days later,

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like hey, where are you all at, like 48 hours prior to the board meeting.

But I think what was happening was that our term sheet was coming to approval so quickly, it was June 26, that I know we didn't begin executing any documents or drafting any documents in connection with this at that time, because there's a lot of stuff happening.

Q Did you respond to them to say you're interested or not?

A I don't -- I don't recall. Clearly, from his e-mail that he sent me, he was saying that he hadn't heard from us. So it looked like that I probably didn't even get back with him.

Q But subsequently, you did?

A Subsequently, we did. Because Graham, right after our -- because Graham sat next to me at the board meeting and told me he needed to meet with me. I met with him, and he strongly recommended that we add Adler onto our team.

And at that point, we began having discussions with them.

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Q So what -- what were your discussions?

A Again, it was more --

Q How, I guess -- did you pick one of the two options?

A He sent a letter of interest or a letter of intent, I think we began drafting something up. So we met, apparently, like days --

Q When was that?

A It says, "following up on our meeting last week." So this was July 15, this July 15 e-mail. So it was apparently probably the week of July 8, somewhere around there, we met.

And they revised their proposal, apparently, because it says we are -- revised our proposal. And how much are -- do they want us to pay at this point? 2.32. So went from 3.5 million -- man, I was negotiating with these guys at the time, right.

So I guess they felt that the value -- their value went down now that we had this approved term sheet, from 3.5 to 2.32. So wasn't a quarter million dollars. Not bad.

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Q What do you remember about that meeting?

A I remember it was in this place right up on 13th and G Street, because I remember that place, they had a little mouse on the wall, like, subsequently. I'll never forget it. M&G or G&H, restaurant right there up on 13th and G Street. But yeah, so I do -- and we discussed the project. I don't recall.

Q Do you remember who was there?

A It was me, and I'm not sure if it was both Josh and Robb at the time.

Q Anyone else from your side?

A I don't recall if Warren came or something.

Q And what did you -- what did you discuss?

A I'm sure we discussed his proposal, and we probably told him it's too much or can you talk a little bit more about it. Or Graham told us to come see you after my meeting with him. And it's probably -- I think I probably got with Graham just a day or two prior, and immediately thereafter, I met with them.

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Q Did you bring any documents with you, about the project?

A I don't know why I would have done that.

Q Current plans or anything like that? No?

A I probably didn't. I don't recall me bringing anything.

Q Did they ask you a lot of questions about, you know, your plans for the project and that sort of thing?

A They were selling us. If you clearly see, it would be better for this, this, this, this, this and that, blah, blah, blah, the tunnel expenses would be cheaper, all of these different things, they were trying to get us to buy into it. And we were just, you know, listening to see if it made some sense.

Q Did they present both of the two alternatives that we talked about at this meeting?

A The -- staying in the deal or the --

Q Right. Or the lease option.

A I don't recall. I've got to look through this. I'm not sure what we -- what we discussed in

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totality there.
Q So what happens after that? You had this meeting, they sent you a follow-up e-mail, they lowered their price, and then what happened?
A So --
Q And if it would be helpful, let me show you, and we'll mark this as Exhibit 2.
(Karim Exhibit 2 identified.)
A I think on July 21, we got back to them and told them --
Q This is an e-mail chain that goes through September.
A Yeah, it says --
Q So it looks like they sent you that July 15 e-mail.
A Right. And we told them $1.5 million.
Q Okay.
A Right. And then they said they accept our 1.5 million, blah, blah, blah, blah, blah.
And then he said -- asks them, can he draft something up. And that's what began to take place.

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Q So did that happen? Did they draft something? Or it looks like he went on vacation?
A Yeah, yeah, they did draft something. Did you guys get that?
Q Yeah. So as far as I have, it goes up to September 5.
A What's that, the draft?
Q Yeah. It looks like Josh sent you a letter of intent, scan of the ratified ground lease, purchase option.
A All these documents, yeah.
Q But that's the last I see of that. So what happened after they drafted these documents for you?
A We -- we started negotiating with them. And apparently, did you see this e-mail, August 12. So I met with Chris -- did I meet with him before or after. So they sent over this signed document on September 5. I just -- I don't think we -- I think we did some analysis and just didn't seem like the deal would work, even at $1.5 million.
Q How come? Or what was -- what was wrong

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with it?
A I don't recall. It just didn't -- I mean, it was just too much or whatever.
Q Yeah. How would having this property have helped you in your development of the Metro property?
A Because Graham said do it. We were cool with it not being -- so -- I can't draw, can I? I can draw -- no, I can't draw because you can't see what I'm doing.
COURT REPORTER: I can't see, that's true.
THE WITNESS: This parcel was less valuable than the WMATA parcel, because it didn't have frontage on Florida Avenue, it only had alley and 8th Street. So our parcel had two different fronts, both 8th Street and Florida Avenue, made some sense.
It was a sizable parcel and could have added to the project if it was at a fair price. I think it would have -- it could have made some sense.
But if you're purchasing the parcel at a

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elevated price and -- it makes it undoable, you couldn't do it.
Plus, WMATA really didn't like adding other parcels to their parcel, because they felt that if the deal goes south, then you've got an adjacent parcel there.
So it was a couple of different things that I'm pretty sure we considered when we were thinking about it. But it wasn't a home run, yes, this parcel, we've got to have it, let's pay for it.
It was Jim Graham wanted us to do this, so we considered it and began having conversations.
Q Did you contact someone at LaKritz Adler to tell them you did not want to go through with this sale?
A I don't recall what we did. Quite frankly, it wasn't -- our priority was to get this deal done. Even though Graham wanted us to get it done with Adler, maybe I was naive to think that we could just ignore whatever Jim Graham wanted and try to do this deal.
Q Did you notify Graham at your October 22

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meeting that you --
A 2009, a year and a half later, did I notify him?
Q Yeah. I guess, did you notify him at any point that you were not going to go forward with LaKritz?
A I knew -- he knew it, because he was a board member. He knew -- he knew everything. He knew who our development team was every single step of the way.
Q How did he know that?
A Because his staff report to him -- in fact, they gave him individual reports, as opposed to -- I bet they didn't give any other board member any reports like they gave Graham, just met with him, the staff meeting with the board member.
Which is probably very abnormal to me. So he knew what was happening every step of the way. And he was on the committee, then he became chair of the board, then he became chair of the committee. So, of course.
Q Did he bring it up with you at any point

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that he had heard you were in negotiations with LaKritz?
A I don't recall having -- remember, I think I mentioned to you, I didn't recall having any conversations with him individually on anything like that.
Q Jim Graham?
A Outside of those meetings that I indicated, yeah.
Q That you mentioned earlier?
A Yeah.
Q So in the October 22 meeting, it didn't come up?
A I mean, at that point, this was like a year and a half later. LaKritz was off the -- off the bandwagon. He knew they weren't there. He knew it was B of A, CDC.
Q In those -- that phone conversation between you and Josh Adler, where you said word is they're waiting until we work something out before they approved our deal. Where did you understand that he got that information from?

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A From Jim Graham.
Q Did he say that he got that information from Jim Graham?
A I'm not sure. If I think back on that, I might recall it. But I'll let you know if I come up with that.
But he wasn't getting it from the staff, I know that.
Q How do you know?
A Because the staff wasn't talking to Adler. They weren't the selected developer. And the staff wouldn't have talked to a losing bidder, especially Rosalyn Doggett. Very fair, honorable woman. Tough negotiator, boy. You didn't want to be sitting across the table from her. She's tough, but very fair lady. Doesn't strike me as anybody that would do anything unethical like that.
Q Did you have any conversations with LaKritz after fall of 2008, when you were negotiating with them?
A I don't recall. I'm sure -- I mean, they're around and we're around. I'm pretty sure

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that there was an occasion for us to see one another. But I don't recall us having any meetings about this particular deal.
Q Did they ever call you to ask you how the deal was going?
A They might have, and I probably told them that we decided not to move forward with it, with them.
Q Did they ever tell you at any point that Graham wanted them to be a part of the deal? Did they ever bring -- mention his name?
A I know that's what I got out of our conversation --
Q Right.
A -- in June 2008. And it was -- I'm pretty sure I told him, hey, Graham told me to call you guys, you know, when we met in July, the next month.
Q But did they say --
A And they were ready. I mean, they were clearly ready. They had this dissertation put together. This is not something that was just ad hoc, just whip out such a detailed proposal like

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that.
They were ready for us and ready to get the terms negotiated at that time. It was clear.
Q What would the benefit have been to WMATA of having -- of you taking over their lease option?
A None. WMATA didn't care. WMATA -- WMATA staff, according to -- I want to be specific, the staff didn't care. In fact, they made it more difficult, and that's probably one of the reasons why they didn't get it selected. Moddie Turay had an adjacent parcel under control, and LaKritz Adler. Both of them lost to us, and we didn't have any adjacent parcel under control. Although we did have the support of Howard University on the CVS site.
Q You did at one point have an adjacent parcel that you were looking to bring into the transaction; is that right?
A Later. It was Moddie Turay's parcel.
Q So when did you gain control of that parcel?
A We never executed the document for that. But we were -- we were considering having that as

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part of the parcel, and WMATA didn't like it, again, for some of the same reasons.
Q Right.
A So we decided it wasn't in our best interests. We thought it would make -- you know, it could round out 9th Street, but it was a little small parcel. It wasn't a deal killer or anything like that.
Q I see. So when did you first raise this with WMATA?
A First raise what?
Q The adjacent parcel.
A I don't remember. It was -- again, it's a long, protracted discussion with them. A lot of things, you know, happened during that time.
Q And you eventually decided not to purchase that adjacent parcel?
A Yes.
Q Do you have any idea around when you finally made that decision?
A We thought we were going to try to do something around 2008 sometime, 2009, around fall

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2009. Those were some of the conversations going on. And we weren't -- WMATA didn't approve our deal. We weren't going to do anything until we got WMATA's approval on our deal. So I think we just -- after December 31, 2009, we let it -- we let it go back.
Q I see. Let me show you one more document. And we'll call this Exhibit 3.
(Karim Exhibit 3 identified.)
BY MS. ROCKWOOD:
Q This is from December of 2007.
A Right. Sunday afternoon. Okay.
Q Do you recall this?
A I do.
Q Do you see that on the top two sections of the e-mail chain on December 16, you talk about placing Donatelli into the role of lead developer to address everyone's concern?
What do you -- what does that mean?
A That's Graham's concern. That's Jim Graham, of course it is.
Q So what did you understand his concern to

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be?
A He wasn't going to support anything -- we thought that he wasn't going to support anything with Banneker as the lead on it, on this Metro deal.
Unbeknownst to us, it didn't matter. That's why he called Chris, had Chris drop out, and there wasn't going to be any competition for it. He had rigged the thing.
When you reduce the amount of competitor to the transaction, then it's bid rigging. That's what he was doing. He was involved in bid rigging.
We didn't know that you would, quote, call that bid rigging at the time. But it was. When you reduce the amount of competitors to something, that's what it is.
Q And then you forward that to Warren Williams, and he asks whether Donatelli has confirmed that dropping out will get Graham's support.
A Yeah.
Q And did you -- did you ever respond to him?

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A I don't think so. I would have given that e-mail to you. If I did, it might have been a while. I don't know. But I tried to print out everything that I had.
Q Do you know the answer to his question?
A Have Chris confirm that us dropping out -- apparently, the answer is no, because he -- he promised the deal to Adler. So -- and that's why Chris dropped out. Yeah. I'm not sure. Have you spoken to Chris?
Q I can't say.
A Well, I would ask Chris that question, or Warren, because Warren posed the question.
Q Okay. I'll take that back.
A Hope I didn't take up too much of your time over the last couple of weeks with all these e-mails.
Q No, of course not.
A Hopefully they were helpful.
Q Yes. I'll just show you one more. This will be Exhibit 4.
(Karim Exhibit 4 identified.)

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BY MS. ROCKWOOD:
Q I think this is what you were talking about earlier. This is your e-mail with Josh Kern about the U Street BID.
A U Street, yes.
Q How -- in that e-mail, you say that Graham -- actually, can I look at that?
A Sure.
Q He asked if you would be interested in joining the BID.
A Is that his quote? What did he say?
Q Yeah. Well, that's what you write here. "Graham mentioned it to me when we met a few weeks ago. He asked if we would be interested in joining the BID."
A Uh-huh.
Q Is that how you recall him phrasing that?
A I recall him phrasing it the way I mentioned it to you earlier.
Q And when you say -- you're talking about a price of a table at one of these events, is that -- is that like a literal event? Is that a campaign

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event?
A Yeah -- no, not a campaign event. At a corporate event, like a DCBIA event or something like that. Campaigns generally don't sell tables, by the way, but at -- I know, I'm just educating you.
(Laughter.)
But at a District of Columbia Building Industry Association or something like that event.
Q I see. So it's like a trade association event?
A Yeah, like trade association. Graham is active in all of those things, hence his shovels. He has a few hundred shovels just on the walls in his office, pretty interesting sight. Yes.
Q And so would you have to buy a table at one of these events to be on the BID, or is that just giving you an idea of an equivalent amount?
A He was giving me -- I don't know what Graham -- but I thought that he was saying that it's the cost of one of these tables at one of these events, like a BIA event, which I thought might have

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been, okay, $1000, $100 a head, whatever. Probably wouldn't have been a deal killer.
Q Is he actually saying you should buy a table or is he saying that's about what it would cost?
A He's saying that's about what it will cost.
Q I see, okay. Thank you.
(Karim Exhibit 5 identified.)
BY MS. ROCKWOOD:
Q I'm going to show you one more document, this is Exhibit 5. This is an e-mail from Nat Bottigheimer to you and some others, and it's concerning an upcoming Metro meeting in early 2010.
A Uh-huh. This is November 6. This was 15 days after Graham and I met.
Q Okay.
A Okay. Go ahead.
Q So what was -- what was happening at that time?
A Graham was trying to find different ways to kill our deal, which I know now what I didn't

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know then, in that he told me that it was going to be a special board meeting and that it would go back to a lease, he would call the special board meeting, which he did, right, and then said he wouldn't approve our deal because the deal was too low now.

And that's -- I think he asked Nat Bottigheimer to -- or let's -- I know Bondi doesn't really like it, but I won't tell him that I'm going through these binders here. But it's pretty interesting.

He asked Nat Bottigheimer to -- so we got the JDA and lease, right, and pretty much negotiated at that point, really quickly. They did like a super -- spent a lot of money in it.

In fact, Graham agreed at that lunch that he would give us a credit of $100,000 in exchange for changing it back to a lease. You recall that?

Q What -- what was the credit for?

A Because I told him we spent a lot of time -- we had spent, like, basically super negotiating period about the month prior, our lawyer, everybody had negotiated. We went from a

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lease to a sale. And that got negotiated pretty -- it was a protracted -- it was a tight time frame.

Then I told him, hey, we just negotiated all these documents. He said, well, we'll give you the money back for what you spent.

Q Okay.

A And so we thought it was about -- I think we agreed at the table $100,000 or some -- sometime around there. And you will see that in some of the e-mails.

So you're asking me what was happening at the time; right? So that's what happened.

We went back from a sale to a lease. The documents were getting negotiated. Josh Montague, one of their assistant general managers, sent us the draft of the document. And -- these -- I thought I had these internal board memos.

Did you get the board memo, the attachment that went with that? Do you recall that?

Q I'm not sure. I guess my question is Nat Bottigheimer is asking you to address some questions about the value of the project?

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A Attached to this memo -- that's not what happened.

Catoe sent this to the board, right, this memo that Nat Bottigheimer put together. Then I guess Nat sent it to us. This is material that went out to the board, right -- establishing expected revenue streams -- again, he's just making it up. Question of timing, question -- boom, boom -- the -- I can't even read this.

"There may also be local economic" -- so what's your question, I'm sorry?

Q My question is --

A Did you get the memo to this? I sent the memo.

Q I think so. I think probably I did.

A Well, it's critical, because, again, the memo, again, recommends that the board approve our deal, and that's what's important.

Q Right. I guess my question is Bottigheimer is asking, "the question that will most directly confront board members, in my view, is a question of timing. Why should the board approve

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this deal in this market when in a few years the value of the land may significantly increase relative to today's value?"

Why is he asking that?

A He's not asking anything. He's just -- he just gave his opinion on something.

Q But, I mean, it looks like --

A He didn't ask me to respond to it.

Q Okay. So you never responded to this?

A No, I'm sure I didn't. Markets go up and down, right.

Q Sure.

A So if you have a deal with somebody, whether you got in the deal when the market was A and then the market turned B or whatever the case might be, that's -- a deal is a deal.

And apparently, Metro felt that, because they tabled our deal illegally and then kept our money, right.

So this is -- this is not -- and then they sold the parcel, you know. They say, oh, lease, lease, lease, we only want to do a lease, change it

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to a sale, Graham said no. And then he's the chair of the committee, and then they went out and sold our parcel anyway.

So I don't -- I think what Nat -- Nat was -- in my opinion, Nat was attempting to try to get this deal done, as you see, through the myriad of e-mails that he sent to us, and that right after that memo was a confidential board memo that -- that Carol O'Keeffe wrote to the board, where the board members, really Jim Graham, asked her whether the board can go out and do a best and final offer on this deal.

And Carol O'Keeffe's summary was that no, you basically have to let the time run out, then you can take Banneker's deal.

And that's exactly what they did. They let the time ran out, and we never -- to go on record, not one single time did we ever ask Metro staff or the board to extend our negotiation period.

That's number one. B, number two, the staff never asked for the board to extend our negotiation period. And why is that important?

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It's important because we always negotiated all of the terms and basically all of the material terms of the deal, and then the board, Jim Graham, continued to push the ball down the field, every single time.

We never asked, even though Graham would go in the newspaper and say, hey, Banneker can't get this deal done and we'll have to find somebody who can, meaning LaKritz Adler, or just all type of deals.

And I'm just raising my hand like what's happening here, why is this going on like this, unbeknownst that it was all these other things, the whole lottery deal where he told Warren and his wife and other folks that he would support them on the lottery contract that Warren had won in exchange for Warren dropping out of the Metro deal.

I didn't know any of these things at the time. All of these things came out, you know, subsequently to their killing our deal.

Q So did you have any contact with Council Member Graham after that October 22, 2009 meeting?

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A One-on-one conversations or one-on-one meetings? I don't think so.

Q What about -- I mean, other than, I guess, public board meetings, any other meetings that you --

A I know we had a -- I'm not going to call it a -- we had a conversation in the hallway one time at -- at the Wilson Building. But other than that, and there was like -- he was 40 feet away and I was right here type conversation.

Q When was that?

A I wish I recalled that date. I don't recall.

Q Was it after that October 22?

A I -- I don't recall. It was like a bad dream or a nightmare.

Q What did you discuss in that conversation in the hall?

A I know Warren came up in the conversation, but I don't recall if it was in -- with respect to the lottery or with respect to the Metro. But I do recall that.

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Q Kind of generally, was it after your negotiation period was not extended?

A No, it was before. It was prior. In fact, it was prior to that October 22 meeting, yeah. Because at that point, Warren was no longer with the firm.

Q I see. And you think that -- you mentioned Warren maybe came up?

A Yeah, Warren came up, because he asked about Warren. And I told him Warren wasn't a member of our firm, or Warren wasn't -- I don't know how I phrased it. Warren wasn't an owner of the firm or whatever.

I was trying to be cute with the guy, whatever. But apparently, that didn't work.

Q What did he ask you?

A I wish I remembered.

Q How did he react when you told him Warren wasn't with the firm anymore?

A It was like -- I'm not going to call it a screaming match, but, I mean, a council member and a developer, it's just the two of us in the hallway on

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the first floor, kind of in the Wilson Building, kind of threw me off.

You know, he tried to intimidate me again when he was there. And, you know -- yeah, I don't recall the specifics of the conversation, but I recall it being an emotional thing for me as a developer and a board member with the chair of WMATA and a chair of the transportation committee of council and/or one council member. He's a pretty intimidating guy.

Q Had you gone there to see him?

A No, I don't think so.

Q So it was just coincidence that you happened to see him?

A Yeah, I was in the Wilson Building. I have clients.

Q How long did that conversation last?

A It was a couple minutes, yeah. It wasn't 30 minutes, but it was three, four minutes, just he and I kind of going at it.

Q Anything else you can remember being discussed other than Warren Williams?

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A It had to do with the Metro deal, yeah, and probably the lottery.

Q But, I mean, were there any other kind of specific issues that you talked about?

A Not that I could recall.

Q I guess subsequent to your negotiating period not being extended in 2010 --

A What do you mean? You mean the tabling our deal? Let's be specific what they did, huh? Go ahead.

Q Did you have any further discussions with Jim Graham or any other board members?

A After?

Q Yeah.

A I talked with Neil, and he told me what happened. And I felt like they screwed us.

Q What did he tell you?

A Kind of what happened there, the convoluted they were going to support it and then they were going to kill it. At that point, I was so disgusted. I think it was my mom's birthday, and my mom passed in, like, '87, so every time around,

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March 18 -- I'm not sure, what was the date of the meeting? It was around that time. And I was pretty -- I was just, you know, hurt, you know. It was -- it was a bad -- you know, they're trying to take everything.

They had canceled our parks and rec contract a couple of months earlier, and then they want to come take our Metro deal. It was a sad, sad point.

Q What did Neil Albert tell you about why they did what they did, why they tabled the deal?

A Graham, because Graham -- Graham was behind it. He blamed it on Graham, you know.

If I read the board minutes or stuff like that -- but --

Q Is there anything else that happened, I guess, after that March 2010 meeting that would be helpful for us to know or would be relevant to this?

A I mean, we sent that letter over, right. And this was before I had -- e-mails, all of these things that came about with the lottery and Warren and Graham telling them to drop out of the deal.

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I mean, it -- they subsequently sold our parcel. They put it back out to a sale. I mean, my God; right? All along you're saying lease, lease, lease, and then you put it out and you sell the parcel. Man, I mean, you keep our money.

I call Steve Golden and said, look, if you're going to cancel my deal, at least give me my money back. And he said, well, send me a letter. And I was like, no way.

In fact, they sent 100,000 back and kept 100,000. I didn't cash the 100 they gave me for like four or five months, because I thought if you cash it in some way, WMATA would think that we would be accepting what they did to us.

And my lawyer at the time said that's not the case, you can go ahead and cash the check.

But it -- I mean, our reputation, all of these things, it just -- man, you know. And then to go sell our parcel. It's --

Q Did you think about bidding on it for the sale?

A We won the parcel. Why would I go and bid

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again? This is -- this is ridiculous.
You sound like Neil, right. You know, when I told Neil they put it back out, that's what Neil asked. This is ridiculous. Neil know what happened. Jim Graham knows what happened or whatever. We had the parcel.
I negotiated. Why would I go rebid again and they got $100,000 of mine? I didn't do anything wrong. Graham is the one who did all of those things wrong, and your clients, who not -- who you're not representing, the other members or whatever, who were on the board, they abrogated their responsibilities by -- by allowing Jim Graham, and whoever else was part of this, Carol O'Keeffe or John Catoe, whomever, to take this deal from us after we won it, after the staff time and time and time and time and time and time and time and time again recommended that the board approve our deal.
I bet they could never find anything like that. And I hope you got the documentation that shows they put out deals for sale time and time again afterwards.

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So they telling us, oh, this has to be a lease, and then they put our deal out for sale, then they put all these other deals out for a sale.
It was -- I mean, we were -- we were ran through the coals. It's sad, and I hope you get to the bottom of this. I hope you talk to Bua Benitez. You got to talk to this guy, because he was the guy who called Warren the morning of the December 17 deal to tell us we weren't supposed to bid on it. And he's doing development now in Graham's ward.
Q What was his position at the time?
A He was -- so technically -- he worked for the deputy mayor's office, for Neil Albert's office, but he wasn't a W-2. He was an independent contractor, from my understanding.
But he had his hands in all type of things. But -- and he's friends with Warren, and he called Warren that morning and told him that.
And Graham -- and, what's his name, Chris's vice president, Chris Donatelli's vice president, called our counsel, Chip Glasgow, the morning of the deal to tell him -- or that infamous

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December weekend to tell him that the deal isn't going forward. And those guys are honorable enough to call me the morning of the deal to say, hey, Omar, it's Chip Glasgow, partner at Holland and Knight, and hey, I just wanted to confirm our understanding that we aren't presenting today. And I said no, we are presenting.
And he said, Larry Clark from Donatelli called me and told me we weren't. And I said, no, please come. And he came, we did a great job. Everybody was happy, excited. We kicked butt, did a wonderful job, in fact, to the point that I bet when you go and look at the notes, WMATA right after they interviewed each other, they agreed to give us the parcel right after that.
Because we didn't get a call until, like, what was it, March sometime, right. And I bet you Graham was trying to kill it every step of the way, from -- go look at their e-mail from December to the time that Roz Doggett called me.
Because she told me, we got to negotiate this really quickly, Graham doesn't want you all to

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do this deal. And I hope you get a chance to depose Rosalyn Doggett. She will tell you the truth.
And every single time, regardless of if they say that we didn't have the development experience or didn't have anything, they -- they continued to say that. But we had all of this -- we had the best team, apparently, that the staff -- the professional staff, Jim Graham is not a professional developer, right, but that their professional real estate staff believed over and over and over and over and over and over again. And the price was fair to the point that they continued to recommend us. So --
Q I guess before we conclude, is there anything else that I haven't asked about that would be helpful to us?
A You asked about that confidential board memo in November 2009. I gave you that; right?
Q Right.
A You didn't ask about that. You don't want to talk about that, why they like --
Q What's important for me to know about

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that?
A I don't know. What do you think is important? Graham wanted to take our deal. You don't think that -- he wanted to put it back out to the street. You don't think that was -- somebody was plotting to -- we're in the middle of negotiation with a company or whatever, right, you just had lunch with the guy and you tell them that we're going to have this special board meeting and all of these things. You don't think that's important? At the same time he's telling WMATA's general counsel to go out and put a best and final, where LaKritz Adler is one?
Or what about the fact that LaKritz Adler, right after they tabled our deal, he submitted an unsolicited proposal?
Q Oh, I didn't know that. Did that happen?
A Oh, yeah. Oh, yeah, you should write that down. That's critical.
Q Yeah.
A That's critical. Who did he write it to? Oh, we going to talk about that in our -- you know.

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But you didn't know that? They didn't tell you that.
See, look, they not giving you everything. You need to go to Carol O'Keeffe and get all of the documents. She didn't give you all of the documents, I promise you that. I bet you she's holding -- now, you got to tell Bondi this, I meant to tell him that.
I know this for a fact, I asked somebody whether Carol was giving all the documents up. And this person told me they don't think so. Okay. You got to -- you got to get them -- if you all are going to do a thorough investigation, I'm glad we putting this -- having this court reporter here. I don't think she gave those -- did you get that confidential board memo?
Q Yes.
A She gave you that?
Q I really can't say.
A Okay, good for you. Well, good. But I don't think she gave -- this is a reporter. You want me to take it? This is a reporter right here,

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talking about this -- I didn't even tell them I'm coming down here. But I'll ignore him.
Q So you're saying Adler submitted a bid for the property?
A Right after they tabled our deal.
Q Okay.
A And the staff apparently, you know, didn't think it was enough of Adler to allow it to go through. Because sometimes they do just negotiate with people from unsolicited proposal. Did you know that?
Q Did you know if Adler bid for the sale, WMATA -- eventually JBG eventually got the property.
A I doubt it. Because they would get killed on that adjacent parcel, so it would have been hard. And WMATA put that minimum $9 million or something up on it. Did you know that? They put a minimum amount in the solicitation. Yeah.
Oh, did you talk to Steve Golden?
Q I really can't say.
A Man, you got to talk to him. When he came in to close his deal, I think they paid him off.

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You got to tell Bondi I said that.
I think if you look at the January and February board meetings, after Washington Post exposed this, that's why you all get some billable hours now; right? Because I think they paid him off, like, for real.
Q Who? WMATA or who?
A Yes, yes, because he knows what happened. Guy ain't going to lie to nobody either. Honorable guy. Both him, Roz Doggett. I think -- and I asked somebody, they told me he went to go -- I said, where did he go? The guy told me, he wanted to be a photographer so he went to go take photographs. And I asked him around? He said, oh, yeah, I saw him at an ULI meeting. Do you know what ULI is? Urban Land Institute. That's where developers go. Of course I know he didn't want to be no photographer. Are you kidding me?
They paid him off. You all ought to go talk to Steve Golden. Honorable, young. Moved here. And then when the Washington Business Journal interviewed him saying, hey, where did you go?

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Right after, Washington Post exposed it, right, then you guys are getting hired or they say they are going to hire somebody.

Then they announced he's leaving. Or they didn't even announce it. The Washington Business Journal caught onto it. He said he didn't have a job. He's not going to leave no billion dollar organization, he heading all of the real estate deals, they just cut a deal with General Services Administration, all of this stuff just off on his own?

I'm telling you, you all go talk to Steve Golden. You go get them documents from Carol O'Keeffe. And I'd be surprised to learn whether the board members gave you copies of those documents that Carol and them been giving them.

These are attorney-client privilege, that's how they couch them, you know.

MS. ROCKWOOD: I think that's it, unless John, did you have anything?

MR. BAILYN: No, thank you.

(Whereupon, at 4:12 p.m., the deposition

was concluded.)

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013356

Transcript of the Testimony of **James Link**

Date: August 2, 2012

Case: In re: WMATA Investigation of Florida Avenue Property

THIS DOCUMENT CONTAINS CONFIDENTIAL INFORMATION

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IN RE: WMATA INVESTIGATION

OF FLORIDA AVENUE PROPERTY DEVELOPMENT

CONFIDENTIAL DEPOSITION OF JAMES LINK

Washington, DC

Thursday, August 2, 2012

REPORTED BY:

JULIE BAKER

FOIA CONFIDENTIAL TREATMENT REQUESTED

Deposition of JAMES LINK, called for examination pursuant to subpoena, on Thursday, August 2, 2012, in Washington, DC, at the offices of Cadwalader, Wickersham & Taft, 700 Sixth Street Northwest, at 10:23 a.m., before JULIE BAKER, a Notary Public within and for the District of Columbia, when were present on behalf of the respective parties:

BRETT SISTO, ESQ.
BRADLEY J. BONDI, ESQ.
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On behalf of Audits and Investigations Committee of WMATA

-- continued --

APPEARANCES (Continued):

BARRY COBURN, ESQ.
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On behalf of James Link

ALSO PRESENT: KATIE VORHIS

PROCEEDINGS

Whereupon,

JAMES LINK

was called as a witness and, having first been duly sworn, was examined and testified as follows:

EXAMINATION

BY MR. SISTO:

Q Jim, thanks for meeting with us today. I'm Brett Sisto, an attorney at Cadwalader, Wickersham & Taft. With me is Brad Bondi, also an attorney at Cadwalader, Wickersham & Taft, and we have Katie Vorhis, who's a summer associate with us.

MR. BONDI: Why don't we say for the record who else is here.

MR. LIU: Lloyd Liu with Coburn & Greenbaum, representing Jim Link.

MR. COBURN: I'm Barry Coburn with the same law firm.

BY MR. SISTO:

Q Great. Jim, as you may be aware, the audits and investigations committee of the Washington Metro Area Transit Authority has retained

us to look into certain decisions by the board to develop a property on Florida Avenue near the Shaw Metro Station. We'll be acting as agents for WMATA, which is a quasi-governmental agency, in this matter.

We're representatives of WMATA, and we're not attorneys for you. At the end of our investigation we'll be submitting a report to WMATA. We may include information you may provide today in that report. The board may determine at its discretion to make that report or certain portions of it public.

We ask you, while the investigation is ongoing, to please keep the contents of this meeting confidential, and please don't discuss the contents of this meeting with anyone. We also want to let you know if during the course of this investigation we find any suspected criminal conduct, we are required to report this to the Metro board and the Metro board is required to report that to the proper authorities.

We appreciate your cooperation with the

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investigation. Please answer all questions honestly and truthfully and to the best of your ability. Because we represent WMATA, a quasi-governmental organization, providing false statements to us today could have criminal or other legal consequences. Do you understand?

A I do.

Q Do you have any questions?

A No.

Q Jim, because this is a disposition, we have three ground rules for the day. First one is to please answer all questions orally because we have a court reporter.

A No nod.

Q No nodding. Please answer yes or no. No uh-hums.

MR. BONDI: It never fails, you get one person who shakes his head.

BY MR. SISTO:

Q Because we have a court reporter, I also ask that you wait until any question that has been asked is finished before answering the question.

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Lastly, if you don't understand a question that I ask, please let me know at the time. Otherwise I will assume that you have understood the question.

A Okay.

Q Do you understand those rules?

A Yes.

(Link Exhibit 1 identified.)

BY MR. SISTO:

Q Jim, I'm presenting you with Exhibit 1. This is a subpoena that we issued.

MR. COBURN: Are you giving him the original and a copy?

MR. SISTO: Yes. There's a courtesy copy for you.

MR. COBURN: Great. Much appreciated.

BY MR. SISTO:

Q Jim, did you review any documents before this deposition today?

A Well, in meeting the requirements of this document, I went through e-mails to see if there was anything I could add or find, and to the best of my ability, I put together -- compiled e-mails that I

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handed over to Barry.

Q Okay. Great. So for number 1 of the subpoena, "All documents" "with anyone discussing, relating or referring to property development involving WMATA," you have produced to the best of your ability all of those documents?

A I have, yes.

Q "2, all documents discussing, relating, or referring to" "communications with Jim Graham or Neil Albert," you've produced all documents?

A Yes.

Q For number 3, "All documents or communications describing, relating, or referring to any meeting with Jim Graham or Neil Albert in which property development involving WMATA was mentioned or discussed, including, but not limited to, a meeting on May 28," you've produced all those documents?

A Yes.

Q Jim, what's your document retention policy?

A Well, it's my personal policy. I usually

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keep very undetailed notes. I usually take notes in one word, just to jar my memory, things like that.

So I'm not a copious notetaker. And in terms of a policy, I don't have an official policy for myself.

Q Is that the same for your e-mails?

A Pretty much, yes.

Q So Jim, Crystal Wright who brought you in to work with W2 I; is that correct?

A That's correct.

Q How and why did she bring you in?

A Crystal was a PR media person, and I've known Crystal for many years. We were colleagues at the National Association of Chain Drug Stores together. And when -- the lobby contract, we just came to the realization that there was going to have to be a vote on that, she brought me in to be an advocate, to be a lobbyist. And that was an area that she didn't have quite that expertise, so that's why I was brought in.

Q And you had meetings with multiple councilmembers and their staffs regarding the

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lottery?
A Just one councilmember. The rest were staff meetings.
Q Do you remember which meetings you had?
A Well, obviously the Jim Graham meeting, and then there was a meeting in the offices of Catania. Was it Wells? We could never get a meeting with Vincent Gray's office.
And the rest, I think we met with just about every councilmember's office staff. Frankly, if you ask me to name them all right now, I probably couldn't, to be honest.
Q And so you had a meeting scheduled for May 29, 2008 with Jim Graham's office?
A Yes.
Q The day of the meeting, you got a call that morning from his office?
A From whose office?
Q From Jim Graham's office?
A Yeah, my office got a call, my assistant because she was the one that sent out the scheduling requests, yes.

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Q And they asked you to bring Warren Williams and Alaka Williams to the meeting?
A Yeah. I think that's my recollection, yeah. I believe it was them who asked and me who suggested they come. I think that's how it went down.
MR. BONDI: I'm sorry. We're using a lot of pronouns. Who asked that you bring Alaka and Warren Williams to the meeting with Councilman Graham?
THE WITNESS: I think it was Jim Graham's office. I'm not 100 percent positive about that because it could have been that I suggested he come, but I don't remember which was the case.
BY MR. SISTO:
Q So then there was something of a scramble to get Alaka and Warren into the meeting; correct?
A Yeah. I don't know if Warren was comfortable going to the meeting initially, but then decided well, we wanted to make the case for the lottery contract. I'm sorry. I should turn this off.

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I'm going to power out. I'm sorry.
Q That's fine.
MR. COBURN: We've all been there.
BY MR. SISTO:
Q Why wasn't Warren comfortable going to the meeting initially?
A I think that Jim Graham and Warren Williams haven't always gotten along.
Q Did he think that his presence was potentially problematic?
A Yeah, but in a case like this, if you want to win the support, if you want to win the vote of somebody, a D.C. councilmember, you sort of have to confront any issues that may be on the table, any personal issues or what have you. So I was supportive of Warren going there to help clear the air with Jim Graham so we could get a positive vote down the road on the lottery. At that point it seemed to be clear that Jim Graham was not a supporter of the lottery contract.
BY MR. BONDI:
Q What did you tell your staff to say in

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setting up the meeting with Councilman Graham? Did you give your staff instructions about what to say the meeting was for?
A Yes. This is sort of standard procedure in our office and we do this with meetings we set up on Capitol Hill.
I'm a federal lobbyist. So when we want to set up meetings on a healthcare issue with Energy and Commerce Committee members, we send their offices, their schedulers a scheduling request outlining the issue and who will be participating in the meeting.
And it was the same situation. We laid out the fact that we wanted to come in to talk about the lottery contract and the merits of the contract and how it's going to save D.C. money and we just wanted to come in and we created packets of information that showed how it's going to benefit the city, so that's how that communication happened. I think that's your question.
Q Was one of the agenda items, Jim, that you told your staff to present to Councilman Graham's

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office to clear the air between Warren Williams and Councilman Graham? Was that something that was explicitly stated setting up the meeting?
A It was not, no.
BY MR. SISTO:
Q When Councilman Graham or his office called that morning, was that one of the reasons they said they wanted Warren and Alaka to be there?
A No. I don't remember that.
Q When you said you wanted Warren there in order to clear the air, that was his understanding of the reason he was attending?
A Yeah. Again, it was either expressed by Jim Graham's office that we wanted him there. I don't remember.
It's a chicken-and-egg thing. I don't remember if it was actually Jim Graham's office or it was me suggesting he should come and clear the air. I don't remember which, but I remember that was one of the things that we knew if we were ever going to get his support, there had to be this meeting.

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Q So you, Crystal Wright, Warren Williams and Alaka Williams attended this meeting?
A Correct.
Q This meeting took about an hour; is that correct?
A I don't think it was that long. I think it was probably under an hour.
Q 45 minutes, half an hour?
A Yeah, approximately 45 minutes. That might even be too long. I don't think it was a very long meeting.
Q So you came into his office. You sat down on the right side on chairs?
A I think it was a bench. I know I can't do a diagram, but it was Jim Graham sitting at one end, Warren and Alaka at the other end and Crystal and myself in the middle as spectators to a tennis match.
Q Calvin Woodland and Steve Hernandez were staffers who also attended the meeting?
A No, just Calvin. There was no other staffer in that meeting.

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Q Where was Calvin sitting?
A Sort of behind, between Jim Graham and where I was sitting, but behind.
Q And you're sure there's not another staffer?
A I'm pretty sure.
Q So the meeting began, pleasantries were exchanged and Jim Graham starts complaining about a set of posters?
A Yeah. He started going personal right away, and whether it started with the posters or something else, I know that he placed a folder, an accordion folder as if he had been doing all this research on Warren Williams.
Q What was in that folder?
A I have no idea. He said he has a lot of information and a lot of material based on things that he thought that Warren Williams had done. I have no idea what was actually in the folder.
Q So he never starts producing items from the folder?
A I don't think so. I don't remember that.

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Q He just uses that as prop of things he was concerned about?
A I think so, yes.
Q So he starts talking initially about Sinclair Skinner and these posters that say Grahamzilla, the black business killa, does he produce this poster?
A I've never seen that poster.
Q Graham was really upset when he was talking about these posters, wasn't he?
A I think so, yes.
Q How long did that conversation about the posters take?
A I don't know for sure. Maybe 10, 15 minutes.
Q The next thing you talked about was Warren Williams funding Chad Williams, one of his opponents?
A That's possible. I don't remember. I actually don't remember that being part of the conversation.
Q He also talked about something called Club

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U with Warren?
A Right, that's correct.
Q What did he say about Club U?
A I think it was sort of his conduct as a manager of somebody who was -- I think he tried to tie that into his competency. You ran Club U and you didn't run it very well, sort of to suggest that he had doubts about his ability to handle the lottery contract based on the way he handled that.
Q But you didn't have an opportunity to talk about his ability?
A Me personally?
Q Correct, to handle the lottery contract.
A I didn't say a word in this meeting other than hi, I'm Jim Link, nice to meet you at the meeting. I didn't say another word.
Q Graham didn't give you an opportunity to say anything?
A If he did, I didn't take it. I don't remember, but yeah, I wasn't really part of the conversation.
Q And Warren and Alaka didn't have an

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opportunity to talk about the lottery contract or their capabilities?
A No. We were sitting there with a folder of information, and we never used it.
In fact, I think we walked out with it. We didn't even hand it over, I don't think. To answer your question, I think that's right.
Q This entire time, did Calvin participate in the meeting?
A If he said anything, it was -- it certainly wasn't much. He was not an integral part of the conversation.
Q Crystal Wright was taking notes during this meeting; correct?
A Yes.
Q Did you get to see those notes after the meeting?
A No. I never read her notes.
Q Did you ask to see her notes?
A No.
Q Did you take notes during the meeting?
A No.

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Q How about Calvin Woodland?
A Was he taking notes? Was that the question?
Q Yes.
A I don't know. I don't remember.
Q So you have the Grahamzilla posters discussed. You remember Club U was discussed.
A Uh-huh.
Q And the conversation takes a turn when Graham says you've been winning too much; is that correct?
A That's correct.
Q He says that verbatim?
A I can't say if those were the exact words, but it was to that effect.
Q Then he follows it up and says I'm going to need something; is that correct?
A Again, whether that was stated or not -- I don't remember if those were the exact words or if he even said that, but that was certainly the understanding we got.
Q What do you recall him saying?

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A I recall my knowing or having assurance in my own mind that he made an offer. Again, I'm paraphrasing. It's been four years and I don't remember the precise words, but in my mind, there was clearly a suggestion that if you walk away from WMATA, he would do the same on the lottery contract, but I don't remember the precise words, but I know what I heard and how my brain processed what I heard.
Q So at the time you said they walk away from WMATA, did he call it the Metro deal, Florida Avenue project? How did you know it was the WMATA deal?
A Because he said WMATA.
Q He did.
A He actually said WMATA. I think, he said WMATA. The term "WMATA" came up.
Q And then he conditioned that, Warren walking away from WMATA for his vote on the lottery?
A Well, it wasn't that explicit. He didn't say it that explicitly, but we all afterwards looked at each other like did he really say what he said,

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and we all understood him to say there would be some quid pro quo.
Q So he says this to Warren. Then what happens?
A Well, I think it made everybody sort of uncomfortable in the room, and there was a little nervous laughter. I don't think Warren addressed the issue directly at all. I think, as I recall the conversation, from there on out it was sort of a nervous conversation, and I think we were all sort of in our minds hoping it would end soon, so we could leave.
Q Is that why you didn't follow up with any sort of information on the lottery contract?
A Yeah. I think that was probably part of it. Clearly, this packet of information doesn't have a lot of value right now.
Q So there's some nervous conversation. And the meeting ends, there's pleasantries?
A Yeah, pretty much. Obviously, there was no agreement or anything agreed to with respect to his proposal during the course of that meeting.

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We're sort of like bye, we'll get back to you, but we were looking at the door.
Q When you left, did he say anything additionally that there's some sort of get back to me on this or you need to get in contact with Calvin Woodland regarding this issue?
A I think so. I think so, but I don't remember specifically that was the case.
I know I did follow up with an e-mail, and that's sort of standard practice. If I meet with anybody on Capitol Hill, I always follow up a meeting with an e-mail thanking whoever I met with for the meeting.
Q But you can't remember if Calvin particularly was directed to be your contact person?
A I think so, but at the same time I felt like Graham was also sort of suggesting that he be part of the conversation. I don't think I followed up. I can't recall, but I don't think I followed up with Calvin. I think followed up directly with Jim Graham.
Q So you said he asked you to follow up with

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him on this?
A No, I'm not saying that. I'm not saying that. That could have been the case, but I can't tell you with 100 percent certainty that's exactly what he said. It would make sense that that probably was said, but I can't tell you that he said it for sure.
Q So then you walk out of the meeting, and I imagine everyone is stunned?
A Yeah.
Q What was discussed?
A We sort of looked at each other, sort of silence, and then a lot of head shaking, nervousness, amongst the four of us as we're walking out of the building, sort of like did that happen? Did that really just happen?
Q What was the next steps that happened? Did you or anyone else call Byron Boothe or Jay Lapine?
A I think there was probably a conversation to say here's what happened in the meeting.
BY MR. BONDI:

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Q Who had that conversation and with whom?
A I don't know if it was Crystal or if it was me who called or talked to Byron directly about this. Just give me a moment. I'm actually trying to think about this.
I don't want to guess. I think there's probably a firm conversation, but I can't tell you if it was me or if it was Crystal because at the time I was relatively new to this, and Crystal was mainly the point of contact.
It could have been me that called them and said there was a meeting and you won't believe what happened kind of discussion. I'm sure that occurred, but I can't tell you -- I really don't know, and I don't want to put myself out there.
Q Jim, before we go on, I want to back up to the meeting and make sure we've got everything down that you remember about that meeting. I want to even take you back before the meeting even started. You were retained to work with W2 Tech and Intralot on the lottery; correct?
A Correct.

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Q Your client was W2 Tech or Intralot or both?
A Well, my client was Crystal initially because she was the one paying me, but I think we were paid by W2 I, which to me is sort of like saying we were paid by Intralot.
Q You weren't a lobbyist for Banneker, were you?
A No.
Q Have you ever heard of Banneker?
A Before this, before any of this ever happened?
Q Before the meeting with Councilman Graham and the meeting we're talking about. We believe it took place on May 29, 2008. Does that sound about right?
A I think I heard the term. I was unaware of what Banneker was.
Again, I was new to it. There was W2 I, W Tech, Intralot, Banneker. The only thing I cared about knowing about was the W2 I, Intralot and W Tech.

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Q Jim, as an experienced lobbyist in getting ready for meetings, you prepare for the issues that are facing your client; is that correct?
A Correct.
Q For this meeting that you had with Councilman Graham, you were getting prepared for the issues relating to the lottery; correct?
A Right, the merits and the benefits to D.C. for approving the contract.
Q You didn't prepare in any way to talk about a WMATA real estate development, did you?
A No. The issue of WMATA, I think I learned about it just before the meeting. I didn't know the dynamics, so I was very naive in this respect because I was totally focused on my task at hand was the lottery contract. So all this other stuff that came up was very new to me.
Q And the agenda that you and your colleague Crystal had mapped out for the meeting with Councilman Graham, did that include any discussion about the WMATA development?
A No. I knew before the meeting, based on

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what Warren Williams had said, that there were some personal issues between he and Jim Graham.
So the way I went into that meeting was that okay, we're going to show him why this is good for D.C. And if you've got a problem with Jim Graham, you need to clear the air, so whatever your issues are with Jim Graham -- I didn't know what they were exactly. But if you've got a problem, let's clear the air and let's talk about the contract. So this was my agenda.
Q Do you have, Jim, any e-mails or memos or anything that you would have sent to or given to your staff in instructing them to set up that meeting with Councilman Graham or would you have just said that orally to them, here's what you need to say when you're setting up the meeting?
A I would need to double-check that because usually I'll sit there and I'll dictate it. In some cases, if it's a technical issue, I'll write the scheduling request myself, but in this case I think I sat down.
I'm trying to remember who my assistant

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was at the time. We have interns that last essentially for three months and we pay them next to nothing.
So what we do with our interns is they answer phones, do scheduling requests, and get them jobs on Capitol Hill. I don't even know who might have been my assistant at the time to be honest.
Q It's fair to say, though, that none of your instructions to your staff in setting up the meeting would have been talk about the WMATA development?
A No. I was not focused on that at all.
Q And the meeting that we've been talking about, about Councilman Graham, we believe it took place May 29, 2008. Does that sound about right to you?
A It sounds right. That refreshed my memory when I read e-mails, that that was the date.
Q How long did the meeting last, roughly, in Councilman Graham's office?
A It was definitely less than an hour.
Q Less than half an hour, less than 45

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minutes? Can you give me a ballpark?
A I would say it was somewhere between a half hour and 45 minutes.
Q About how much of that meeting was you talking?
A Close to nil.
Q About how much of that meeting was Crystal Wright talking?
A Close to nil.
Q What about Alaka Williams? How much in the meeting was she talking?
A I would say 10 percent.
Q And Warren?
A The rest of the time was split between Jim Graham and, I would say, Warren.
Q 50/50 between Jim Graham and Warren?
A More like 60/40 for Jim Graham -- actually even 65, 70/30.
Q Was Graham really leading or dictating the discussion, or would you say Warren was?
A No. Graham was.
Q We've heard something about a big file

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that Graham had. Did he pull out that file during the meeting? Did he walk towards his desk and look at it?
A I think that's what I was referring to with the accordion -- looked like an accordion file.
Q You've mention to do Mr. Sisto here about some of the things Councilman Graham raised during that meeting in his office. Can you tell us if we've covered everything he raised? Do you remember him raising any other topics or issues during that meeting?
A No. I think that's the extent of what was discussed.
Q You remember that Banneker was discussed during the meeting and the abilities of Banneker to develop properties?
A I think the term "Banneker" came up during the course of the meeting.
Q How did it come up, do you remember?
A Again, it came up through the discussion that Jim Graham had when he was sort of going down his checklist of topics of conversation. I believe

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it came up when he was referring -- when he was talking to Warren about the WMATA issue.
But again, it was an issue during the course of the meeting that was sort of over my head. I didn't really know at that point what they were talking about.
Q Who raised WMATA and the development during that meeting?
A Who did?
Q Uh-huh.
A I can say it probably would have been Jim Graham because again, we were focused on the lottery contract. Nobody wanted to talk about anything other than the lottery contract, so my recollection would be -- again, I don't want to guess, but I would say it was probably Jim Graham who brought that up.
Q At some point in the meeting Councilman Graham tied the WMATA property development to the lottery somehow; is that right?
A Yeah. He certainly connected the dots.
Q And Jim, what exactly do you remember

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hearing him say? I know it's been a while, but to the best of your recollection, what do you remember Councilman Graham saying?
A I think there was this idea -- and again, the sense that Warren had been quite successful and he had been winning too much. I do remember that phrase. Again, to the extent that everything in Jim Graham's mind was focused on WMATA and in our mind it was focused on the lottery, I think Jim Graham took the opportunity, and knowing that he had leverage in the conversation, tried to connect the two.
Q How did he try to connect the two exactly?
A He came out and said even though -- I said it wasn't explicit, it was very understood that he was suggesting since WMATA was apparently of high value to him, that contract -- I think his main goal was to get Warren out of it. If you go away on this, then I'll be supportive -- I won't be a problem for you on the lottery contract. I don't know exactly how that was said.
Again, I'm completely paraphrasing, but to

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this day, that's how I recall that conversation going. I can't give you direct quotes. I just can't, but that was the understanding.

My understanding is clear. It's just the words and how they stack up.

Q Sure. You used the word, you said he implied something. What I'm trying to understand, Jim, is was it a wink, wink, nod, nod? Was it something that reasonable minds could not disagree over?

A Absolutely. That's the case, what you just said. Reasonable minds could not disagree. There was no winking and nodding. It was all verbal.

Q And the words that Councilman Graham used, which you don't remember exactly, but were to the effect that if you give up the WMATA development, I'll support you for the lottery?

A Yes. That is how I understood it.

Q Jim, you've worked on Capitol Hill, and you've been in a lot of meetings, I'm sure, with members of Congress. You're a very respected

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lobbyist. Is there any way that you could have been mistaken about what Councilman Graham was saying there?

A No. In prior -- I guess at that time I had been a lobbyist for 14 years and had been a Hill staffer for eight years previously.

I had never witnessed or seen anything like that at the federal level on Capitol Hill. So when this happened, it was shocking.

Again, this is my very first meeting ever with a D.C. councilmember. It was something -- I certainly wasn't familiar -- that's not how people I deal with deal with people so yeah, to answer your question.

Q You about fell out of your chair, didn't you?

A Yeah. I wasn't ready for it.

Q You were there with Crystal Wright, Alaka Williams and Warren Williams.

A Right.

Q It sounded like the four of you had an opportunity following the meeting to talk about what

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Councilman Graham had said to you. During your conversations with Mr. or Mrs. Williams or Crystal Wright, did it ever seem that they had a different impression than yours about what Councilman Graham had just asked of Warren Williams?

A No.

Q So it's fair to say, then, that everyone understood and had the same impression that you did following that meeting?

MR. COBURN: As far as he can tell.

MR. SISTO: As far as you can tell.

THE WITNESS: I would say yes, as far as I can tell.

BY MR. SISTO:

Q And what was the reaction of Crystal Wright following that meeting?

A I remember her going oh -- she was a little bit more verbal in her response. She was like whoa.

I was still sort of like this. Everybody reacted differently, but the reactions were typical, of surprise and shock.

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Q Disgust maybe?

A Yeah, I think so. There was a multitude of emotions wrapped into -- I remember her facial expression, like --

Q What do you remember her saying about Councilman Graham's comment?

A Right after?

Q Right after or any time after.

A I don't remember anything specific that was said, but I do remember the four of us standing outside afterwards, okay, what do we do now? I think I said well, I'll send him a note thanking him for the meeting. Again, somebody was going to obviously tell the client how the meeting went.

Again, I don't know if that was me or Crystal. When I checked my sent files and did my key words and things like that, I don't remember me sending an e-mail to Byron about that. It could have been a phone call.

Q Did you at any time have a conversation with Byron Boothe of Intralot about the meeting in Councilman Graham's office? Did you at any time

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personally have any conversations with Mr. Boothe?
A I would say I would have had to have, but I don't remember the conversation. I'm sure that had to have happened.
Q You don't ever recall saying anything differently to Mr. Boothe than what you've told us today about Councilman Graham's comment?
A No.
Q Regardless of who you remember calling -- strike that.
Do you recall ever being present for any conversations that Crystal had with Byron Boothe about the meeting in Councilman Graham's office?
A Do I vividly remember -- I'm assuming that that probably happened as well.
Q Do you remember Crystal Wright saying anything to Byron Boothe that was any different than your recollection of the events that took place in Councilman Graham's office?
A No, I don't remember that.
Q Did you, Jim, have any conversations with anyone else? In other words, you just heard this

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comment. Did you pick up the phone and call your wife that night and have conversations with anyone?
A Yeah. I talk to my wife about everything.
MR. COBURN: I do that, too.
BY MR. SISTO:
Q Who else do you remember talking to about what you just heard in Councilman Graham's office?
A Maybe my partners.
Q It's fair to say, Jim, you didn't tell them anything different than what you're telling us today; right?
A No.
Q Have you heard the name Scott Bolden?
A Yes.
Q Who is Scott Bolden?
A I think he's Warren's attorney.
Q Following the meeting with Councilman Graham on May 29, 2008, did you ever have a conversation with Scott Bolden about what happened during the meeting with Councilman Graham?
A No. Certainly not one-on-one. I never, ever was in solitary conversation with him ever.

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No. But he did weigh in via e-mail, which we've all read.
Q And we'll get to that in a moment.
A His interest -- he wasn't certainly representing me or my best interest. I knew that, so he was working for Warren.
Q Were you ever present for any meetings that Warren had with Scott Bolden where the meeting that had occurred on May 29 in Councilman Graham's office was discussed?
A There was a meeting at his law offices. I attended one meeting there, but it had to do more with strategy on the lottery contract.
I do not believe that there was any mention of the Jim Graham meeting. If there was, it wasn't the focal point of the conversation. It was more strategic, the meeting.
Q Is it fair to say, Jim, your recollection of the events that occurred on May 29th are your own recollections and are not recollections that were planted in your head by Scott Bolden?
A Oh, absolutely not -- yes, they're my

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recollections. In fact, I've tried to, beyond The Washington Post articles, I've tried to actually not -- I've tried to stay away and let my memory serve me rather than going back and trying to read things because I don't always trust what I read.
Q So your recollection today isn't shaped by anything you've read?
A No -- well, to the extent that I read Washington Post articles that may have jarred a couple things, but other than that, I'm trying to keep this pure.
Q Do you remember Councilman Graham saying you got to give me something or a phrase to that effect?
A Yeah. I remember a phrase to that effect. I do, yes.
Q And do you remember a phrase to the effect of you're winning too much?
A I do.
Q And Jim, I take it, in preparing for today's deposition, you didn't have any other conversations with anyone else who was present at

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that meeting about what you should say today or what was said or anything like that?
A No, no.
Q You had mentioned sending a follow-up e-mail to Councilman Graham. As you might expect, we want to ask you about that e-mail chain.
A Okay.
(Link Exhibit 2 identified.)
BY MR. SISTO:
Q This is Exhibit 2, Bates stamp WMATA-INQ 013503 to WMATA-INQ 013508. It's an e-mail sent from Jim Link on Wednesday, June 11, 2008 to Warren Williams, Alaka Williams, Byron Boothe, Jay Lapine, Scott Bolden and Crystal Wright. Jim, please review the e-mail, and let me know when you've read it.
A Yes.
Q I wanted to go through his e-mails chronologically, start with the last e-mail, sent by you on Friday May 30, 2008, 1:59 p.m. to Jim Graham, "Subject: Thank you." You say "Dear Councilmember Graham, I wanted to let I know that I greatly enjoyed and appreciated meeting you yesterday and

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for the opportunity you gave the Williams? to engage with you in reconciliation."
"I found the meeting productive and I look forward to discussing next steps." Did you find the meeting to be productive?
A Well, it certainly was productive in the sense that we understood where he was coming from, but in terms of me achieving the objective for my client, it was not productive.
Q Is that something that you'd say to most people after a meeting?
A Yeah. It's sort of a standard thank you. Obviously, most meetings I have, we don't have to deal with issues like reconciliation. Yes, I usually send a thank-you note.
Q And you said you thanked him for the opportunity he gave the Williams to engage in reconciliation. You said earlier that was not the purpose of this meeting?
A Right. That's correct.
Q But that ended up being what the meeting was about?

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A Correct.
Q You say you "look forward to discussing next steps." What were those next steps?
A I have no idea what those next steps -- when I wrote this and said that, I have no idea what next steps there would be, if any. Interestingly, I had no idea.
Q Why did you write it?
A Well, I wrote it because we needed the D.C. city council to approve the lottery contract. In all honesty, this note should have said sorry, no way can we accommodate you, which came later, but it's sort of like running out the clock. We're not running out the clock, but stalling because we didn't know when that vote was going to occur. It was one of those things where let's lengthen the rope of time here.
Q You expect there might be next steps?
A Yeah, but I didn't know what they would be. I didn't know where this was going.
Q Did anyone at this time when you sent this e-mail, this is Friday, the next day, was there any

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sense amongst the W2 I team that they may -- that there might be next steps with Graham on this issue?
A Nobody knew -- I don't think at that time anybody knew whether we would even follow up or what the follow-up would be.
Q So you were just keeping your options open perhaps?
A It was basically keeping the line of communication open. Essentially, it was, like I said, a stall because I had no idea what our next steps would be.
Q Did you write this because Graham requested certain next steps?
A No. It was just a thank-you note. It wasn't precipitated by any sort of need other than to say hey, thanks.
Q You say you understood that he made a quid pro quo offer in the meeting, but he didn't set any sort of time limit or get back to me on this date, something like that?
A No.
Q The next e-mail is from Jim Graham sent

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after the weekend on Monday, June 2, 2008 at 8:12 a.m. sent to you, Jim Link. Subject is "RE: Thank you."
A Yep.
Q Jim Graham writes back "Thanks. Do you think they will do anything?" What do you understand Jim Graham to mean when he wrote this to you?
A I thought he meant that they, being Warren and Alaka, will do anything which was would they accept my offer, my proposal.
Q And that offer was?
A What we discussed earlier, which was sort of a quid pro quo with regard to WMATA and the lottery contract.
Q And that's what you understood and that's what Alaka and Warren also understood?
A Yeah, I think so.
Q Is it possible there could have been anything else that Graham was asking about?
A No. I mean, it's possible, but that's not how we understood it.

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Q So he wasn't asking about the other things discussed like Club U or Sinclair Skinner?
A It's possible, but that's not the way we understood it.
Q So later that day there's another e-mail from you sent Monday, June 2, 2:56 p.m. "RE: Thank you" is the subject and you say "Yes. Wheels are in motion." What does that mean?
A It doesn't mean much of anything because I hadn't talked to anybody and it was essentially sort of an e-mail to placate him and get a response back to him. To be honest with you, there weren't any wheels in motion. Nobody had really talked about this. Maybe in my mind -- again, it's one of those things where I was trying to keep the rope of communication going.
Q Your next sentence is "Everyone took your concerns seriously." What did you understand his concerns to be?
A I think that's probably poorly worded. It's interesting. "Everyone took your concerns seriously." He expressed a lot of concerns with

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regard to the accordion file he displayed. Maybe that's what I was referring to, but it could also be the offer, too, that he presented, but that wouldn't be a concern so much. Perhaps it's the wrong word.
Q You say you'd like to discuss with you, meaning Jim Graham and/or Calvin at a time convenient for him. Do you know why you would have been speaking to Calvin about it?
A I think, in looking back at this now, "Everyone took your concerns seriously" and the second sentence, I think what I'm trying to do with this e-mail is to redirect because I wanted to get back in touch with Calvin, I think, as it's coming back to me and actually talk about the lottery contract. That was something that I was -- the conversation wasn't about the lottery contract. It was about Jim Graham wanting a deal. I don't know exactly. At the time I'm pretty sure the underlying message of this e-mail was to essentially keep the clock going and not -- I mean, it wasn't -- it was essentially to draw out the conversation.
Q Was Calvin the one handling the lottery

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contract for Jim Graham?
A I think so. He was in the meeting, so I'm assuming the staff person in the meeting is the one handling the lottery contract.
Q There was no explicit mention by Graham that Calvin was the one handling the lottery?
A I don't recall that.
Q So "Everyone took your concerns seriously," regarding the quid pro quo, everyone took that very seriously?
A Yeah. You could say we took it very seriously in that we reacted very seriously to it, and it certainly jolted us and I think you could tell that people were nervous.
Q When you say "Wheels are in motion," there was a lot of discussion between the members of W2 I as to how to handle this; correct?
A I think so, but I'm not sure if those discussions happened before this e-mail or after this e-mail.
MR. BONDI: Jim, keep that exhibit handy. We'll come back to it in a second. I think we have

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some communications internal that we want to ask you about that might be related to this that might refresh your recollection about the timing.

THE WITNESS: Okay.

(Link Exhibit 3 identified.)

BY MR. SISTO:

Q Jim, this is Exhibit 3, Bates stamp WMATA-INQ 013864. It's an e-mail sent from Crystal Wright on Monday, June 2 at 2:05 p.m. to Alaka Williams, Warren Williams, Jay Lapine, Byron Boothe, yourself and Scott Bolden. Subject is "Graham." Importance of the message is "High." Crystal writes "Jim said that Graham emailed him back thanking him also and say 'Do you think they will do anything?'"

"It is pretty clear he wants us to come back with something."

You got the e-mail from Graham. Why is Crystal sending this e-mail to the team?

A I don't know. Perhaps I forwarded it to her and she forwarded it to the rest. Again, I was relatively new and I think she was controlling communications to the client, but she may have

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just -- I don't think it was anything more than that.

Q It appears from this e-mail that Crystal understood Graham was asking for something when he sent you that e-mail?

A Yes.

Q And that was the WMATA contract?

A Yes. That was definitely our understanding.

Q And it was her understanding as well that it was the WMATA contract that Graham was asking for?

A Yes.

BY MR. BONDI:

Q Why do you believe that it was her understanding? Did she say that? Did you have conversations?

A We had probably sidewalk conversations. It was clear that we both knew what that meant.

(Link Exhibit 4 identified.)

BY MR. SISTO:

Q Jim, this is Exhibit 4. It's an e-mail

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chain. Top one is an e-mail from you to Crystal Wright sent Monday, June 2, 2008 at 6:53 p.m. If you could review the e-mail chain, let me know when you're done.

A Okay.

Q I want to run through these e-mails chronologically, starting on page 2. The first e-mail is from Crystal Wright. It was the e-mail she sent in the previous exhibit.

A Right.

Q Next e-mail is from Warren Williams sent Monday, June 2, 2008 to the W2 I team, subject "Re: Graham." Warren says "We should discuss with the councilmember, the fact that, even though I don't like it to prove to him that I'm 'onboard' and 'non-threatening' I would give him the wmata project."

So Warren understood that what Graham meant was he wanted Warren to drop the WMATA project?

A Uh-huh.

Q I'm sorry?

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A Yes.

Q And he says "The legal realities are that I can't do that. Banneker Ventures own 35% of the rights to develop the sites. Two other companies have much more to lose."

"If we tried to drop out they would sue us. We've got six figures of expenses as well as a six figure deposit being held by wmata."

Did the team have discussions about this statement by Warren that he was unable to -- that it was not his decision to make to drop out of the project?

A It's clear from the e-mail. Listen, whatever we're doing here doesn't matter because we can't do it.

Q He then asks, "Is this something Omar" -- I assume it's Omar Karim, the other principal at Banneker?

A I guess. I don't know Omar.

Q "And I go in with Jim and Crystal to discuss with the councilmember?" Were there ever any discussions about going in with Banneker to

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discussion the issue?
A I don't recall. I don't think so.
Q He says "Our wmata board meeting where this gets voted on is this thursday." It appears from this e-mail there's a certain amount of urgency to getting this resolved. There was urgency?
A I never got the sense that there was urgency because I never had the sense that we were ever really going to accommodate this request, so I never felt like we had to scramble to get back to Jim Graham by any date. I never felt that urgency.
Q Clearly Warren was concerned about the time line because the vote was coming up on Thursday?
A Right.
Q Did he express any concerns about that?
A Nothing that jars any sort of memory that that was the case, no. Other than what I've read in this e-mail, I don't get the sense that we were all looking at that as the deadline we all had to do what we had to do to get to some resolution with Jim Graham before that date. I never ever felt that

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way.
Q Page 1, the next e-mail is from Crystal Wright sent Monday, June 2, 6:53 p.m. to you where she forwards you this e-mail. She says "See below where the WMATA board will vote on this Thursday, so we may have to get back to Graham before that." It appears Crystal was concerned about the timing of your response to Graham?
A Yeah, that may be. If she was concerned, I wasn't concerned.
Q Crystal understood that you had to get back to Graham before the WMATA board meeting because what he was requesting was the WMATA contract; is that correct?
A Yeah, I think so, yes.
Q She continues and says "Also, they are trying to have a meeting with Jay and Byron late afternoon tomorrow at the Marriott say 5pm. Don't know yet." Do you know if that meeting happened?
A I don't know. I don't recall.
Q That would have been on June 3rd.
A It's possible, but I don't know.

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Q Did you attend that meeting?
A I don't even know if the meeting happened.
Q The last e-mail from you sent Monday, June 2, 2008, 6:53 p.m., exactly the same minute that Crystal wrote her e-mail, from you to Crystal Wright and you say "I think stuff needs to get done and move through the system before we talk to Graham." It appears from this e-mail that like you said, you didn't think there was any urgency?
A Yeah. I didn't care really about the deadline.
Q What was this stuff that needed to get done?
A I don't know. I think it was me satisfying -- I don't know what stuff needed to get done, but I think I'm trying to in this e-mail sort of slow it down. I don't remember exactly, but I don't think -- I think I was essentially there to -- let's put the brakes on here.
Q You didn't have any particular things in mind that you wanted to do before talking to Graham?
A No.

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MR. BONDI: Can we take a five-minute break.
(Recess.)
(Link Exhibit 5 identified.)
BY MR. SISTO:
Q Jim, this is Exhibit 5. It's an e-mail sent from Scott Bolden Monday June 2, 2008 to Warren Williams, Crystal Wright, Alaka Williams and yourself, Bates numbers WMATA-INQ 013509. It's part of a longer e-mail chain. We've seen the previous e-mails.
This is where Scott Bolden chimes in to the conversation and says "I have made my thoughts on this nonsense very clear to warren." He said "this is complete bs and we are getting very close to corruption, bid rigging and other inappropriate conduct." He was right, wasn't he?
A Yes. We knew where this conversation was going, and he decided that the conversation now ends. We knew we were getting to this point, but yes, he shut it down.
Q That's exactly what he says. He's not

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going to be a part of it. Suggests "perhaps the us atty should make the call on this by speaking with Mr. Graham about his request. Am I clear on this. To even consider it is placing each of us at risk." And you agreed you were being placed at risk by considering this request?
A Yeah. I would agree.
Q And the entire group agreed they were being placed at risk?
A Yeah.
Q Warren was concerned he consulted an attorney?
A Right.
Q Crystal Wright consulted an attorney as well. Did you suggest to her to consult an attorney?
A I didn't know that. I didn't know she had an attorney who she spoke to about this. I did not know that.
Q Did you consult an attorney?
A No. During this time?
Q Yes.

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A No, I did not.
(Link Exhibit 6 identified.)
BY MR. SISTO:
Q Jim, this is Exhibit 6, WMATA-INQ 013510, an e-mail sent from Jim Link sent Monday, June 2, 2008, 6:43 p.m. to Warren Williams, Crystal Wright, Alaka Williams and Scott Bolden. It's another follow-up meeting to the e-mails we've seen below. You say "Warren, I think we should be upfront with Graham about why this piece of his request cannot be accommodated." Here you're saying, like you said earlier, that you wanted to slow this down and you didn't want to be involved anymore; is that correct?
A Yes.
Q When you say the "piece of his request," you're speaking about the WMATA project?
A Correct, correct.
Q You then ask "Is there a possibility that this project could be expanded to include someone of his liking?" You say "This Metro project is only one project in a long list of upcoming projects and if we were to have some idea of that list and work

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with Graham proactively going forward and perhaps on something specific that he wants, that would be very useful and valuable to him." So you're trying to find a way to not be involved in this quid pro quo?
A Yes. And I was also thinking out loud, too. Yes.
MR. BONDI: We'll note for the record the e-mail is at 6:43 p.m., prior to Mr. Bolden's e-mail at 8:26.
THE WITNESS: I was thinking the same thing. When did I send this.
BY MR. BONDI:
Q Jim, have you ever heard of LaKritz Adler?
A I have now. I didn't know who he was.
Q And at the time or this time period we're talking about, 2008, 2009 time period, you didn't have any dealings with LaKritz Adler, did you?
A No.
Q Have you heard, Jim, of any dealings that LaKritz Adler may have had with Councilman Graham?
A It was described to me that he was a friend, an ally to Jim Graham, after the meeting. I

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don't believe his name came up during the meeting. I'm pretty sure it didn't. Maybe it did. But as it was described to me later, that's my understanding of who he is.
Q Just to be clear, LaKritz is one gentleman and Adler is a different person.
A Oh, see, I didn't know that. I thought that was one person.
Q But someone from that partnership had a relationship to Jim Graham, you had understood?
A Yes.
Q Who told you that?
A Oh, gosh. It might have been Warren.
Q Was there a discussion of Warren teaming up with LaKritz Adler for the WMATA development as a way to curry favor with Councilman Graham?
A I wasn't part of any of that type of conversation if it ever happened. I don't know.
(Link Exhibit 7 identified.)
BY MR. SISTO:
Q Jim, this is Exhibit 7. It's an e-mail sent from Scott Bolden Monday, June 2, 2008, 8:31

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p.m. sent to Warren Williams, Jim Link, Crystal Wright --
MR. BONDI: For the record, it's an e-mail chain.
MR. SISTO: It's an e-mail chain, yes. This is WMATA-INQ 013512. This e-mail chain is a continuance of Exhibit 6. The e-mail at the bottom of the page is from Warren Williams sent on Monday, June 2, 2008 at 7:05 to Jim Link, Crystal Wright, Alaka Williams, Scott Bolden and this is where Warren says, replying to you, he says "I think being honest with Graham is the right move as well. We have begun some preliminary talks with LaKritz, the developer he wants to see win the site." He says "If Graham wants to cut the deal with LaKritz for a 'better project' we could do that. But I can't just give the project to anyone."
MR. BONDI: Jim, do you --
THE WITNESS: This is apparently where I heard that name.
BY MR. BONDI:
Q I was going to ask, is this the first

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time, to your recollection, that you had heard LaKritz Adler?
A Yeah. It must have -- I believe so, yes.
Q Jim, do you have any basis to know why Mr. Williams believed that Graham wanted LaKritz to win the site?
A No. I think it became -- I don't know if it was this e-mail. No, I don't. Again, this is the whole piece to this that I'm completely blind to.
Q Do you recall Councilman Graham in that meeting on May 29, 2008 mentioning the same LaKritz Adler?
A I don't remember. I don't remember.
Q Do you remember if Councilman Graham made any suggestion to Mr. Williams that he needed to team up with another developer?
A I don't think that was part of the discussion. I don't think so.
Q Did anyone ever say to you that LaKritz Adler had any financial dealings with Councilman Graham?

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A Again, clearly I've learned something today. I thought the person LaKritz Adler was a political contributor and somewhere along the line I picked that up.
Q You don't remember who told you that?
A I don't remember honestly. Again, it could have been Warren.
BY MR. SISTO:
Q Jim, at this point everyone is in agreement that you can't respond to Graham in any way to accommodate his request; correct?
A That's correct. I think at this stage, that's clear.
Q At this point, all you're trying to do is formulate the right response to extricate yourselves from the situation?
A Essentially, yeah. Dear John letter.
BY MR. BONDI:
Q Jim, the prior exhibits we were talking about all seem to be dated on June 2, 2008 culminating in the e-mail by Scott Bolden at 8:26 p.m., which was Exhibit 5, where he says to even

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consider it is placing us at a risk.
If we go back, if we could, please, to Exhibit 2, which was the longer e-mail chain with Councilman Graham, do you have that exhibit in front of you?
A Uh-huh.
Q If you recall earlier, we were talking about the e-mail you sent to Councilman Graham dated June 2 at 2:56 in the afternoon where you said "yes. Wheels are in motion. Everyone took your concerns seriously." And then you see a reply from Councilman Graham the next day, if you flip the page, at June 3, 2008, 7:54 a.m., "I will be gone from the 6th to the 16th,....but I am sure nothing will happen during that time." What did you understand Councilman Graham to mean when he said nothing will happen during that time?
A I don't know. I remember reading that and thinking the same thing. I was asking myself what does he mean.
Q Do you believe he was referring to the WMATA project?

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A Well, maybe that's why I was confused because I wasn't focused on the WMATA project. I didn't really know exactly what he meant by that anyway. I didn't know is there going to be a vote on the lottery contract? That was my -- again, my role and focus was all on the lottery.

Q In your world of focus, Jim, there wasn't anything that was going to happen on the lottery in June of 2008 anyway; right?

A No. I guess I got the sense that maybe there's not going to be a vote on the lottery contract during that time.

Again, I didn't really know what he meant. Okay. So he'll be gone. That's what I took away.

Q You didn't understand this e-mail in the context of the lottery? You didn't look at this and say he's talking about the lottery when you got this e-mail?

A No. I didn't know what he meant by that final statement. The only information I took from that e-mail is the fact that he'd be gone for 10 days.

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Q Jim, you reply to Councilman Graham the next week on Wednesday, June 11, 2008 at 12:31 p.m.

A Is this the same one?

Q Yes, if you flip the page, where you go through several different issues with him in your e-mail, and I want you to focus on the third-from-the-last paragraph, which is on the page Bates number 13505 at the very top of that page. You say "As for Metro, there are a number of factors that make it impossible for us to even consider accommodating your request." You seem pretty definitive there.

A Yeah.

Q Why were you so definitive?

A It was a sense of relief to have it in there, just to know that we weren't going to have to deal with this issue any longer.

Q And what was --

A And frankly, you want to know -- I was thrilled to have this issue over with and it made me feel better.

Q Better that it was over?

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A Yeah.

Q Why?

A Just because I didn't want to entertain the subject anymore.

Q Jim, the issue that you were being so emphatic about here on 13505 when you say "there are a number of factors that make it impossible for us to even consider accommodating your request," what was "your request" referring to?

A It was referring to the quid pro quo, the Metro/lottery scenario that we've discussed.

Q That if Warren Williams gave up the WMATA development, that Graham would support him for the lottery?

A Yes, essentially, that is correct.

Q The next paragraph, you say "I wanted you to also be aware that our communications person, Crystal Wright, received a call from a reporter from the DC Examiner who was asking questions about our meeting and seemed to know a great deal about what was said." Did Ms. Wright receive a call from a reporter, to your knowledge?

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A Yeah, or I probably wouldn't have said that.

Q Did Scott Bolden tell you to make up this idea that a reporter from the D.C. Examiner had called Crystal Wright?

A I don't remember Scott Bolden, talking to him at all about this.

Q Do you have any recollection of having communications with Crystal about the call she received from a reporter from the D.C. Examiner?

A I think it was discussed as sort of an FYI.

Q Do you remember that reporter being Bill Myer? Does that ring a bell?

A It rings a bell, but I don't know. It does ring a bell, though.

Q What was Ms. Wright's relationship with Mr. Myer?

A I would guess it was just a work -- she's a media relations consultant and he's a reporter, so I think it's purely that. I don't know if she had any other relationship with him.

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Q Are you aware, Jim, of anyone providing any e-mails or documents or -- talking to a D.C. reporter about what happened at that meeting with Councilman Graham?
A No. I have no idea.
Q You have no idea who may have talked to --
A Who may have talked to a reporter. We can all theorize, but I couldn't tell you.
Q Do you have any reason to believe or suspect that Crystal Wright herself had initiated contact with a reporter?
A I would be highly doubtful of that.
Q Why is that?
A Because Crystal is pretty cautious. She's certainly got a lot of -- she's certainly very enthusiastic, but at the same time I don't think she'd do that. I just don't think she would do that. She would not be somebody I would guess would do something like that.
Q Jim, Councilman Graham responded to your June 11, 2008 e-mail on the same day, June 11, 2008. His e-mail is at 2:26 p.m., the first page of the

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document there. And he goes through several items. The last item he writes -- last item on the first page, 13503 that carries over onto 13504, "The rejection of your application at Metro (which has not been approved) is necessitated not by any of this but by other factors relating to the application."
Did you understand that his statement about the rejection of the application at Metro was in direct response to your prior statement in your e-mail relating to the Metro and how it was impossible to even consider accommodating his request?
A My first reaction in reading that line is that statement made him very nervous, and that this would be somebody who would write who is trying to cover their tracks.
Q What do you make of his other statement -- strike that.
How did you interpret his other statement of "I would rather not continue this on email"? Do you think that was a sense of nervousness?

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A Absolutely.
Q Jim, to be clear, as of June 11, 2008 while these e-mails were taking place with Councilman Graham, you weren't acting as a lobbyist for Banneker or Warren Williams in connection with the WMATA development, were you?
A No.
Q Did you give any reason or suggest in any way to Councilman Graham that you were a lobbyist relayed to the WMATA development?
A No, other than the fact that it was obviously a topic of conversation between us and e-mail, I never told him that I was or was not working on behalf of WMATA or Banneker or whatever.
Q In your view, Councilman Graham was raising the issue of WMATA in connection with the lottery in this e-mail communication?
A Yes.
Q Did you have any subsequent conversations with Councilman Graham either over the phone or in person or over e-mail relating to either the lottery or the Metro project?

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A Well, I did send him later that fall articles, newspaper articles pertaining to the lottery that were beneficial because at this point, part of me was like -- there was an anger factor that I actually had to deal with this issue. And then later in the fall when it was known that there was going to be a vote maybe in December on the lottery contract, I sent him a couple e-mails stating look at all this evidence to suggest how the District is going to -- I would send him -- I think I sent him the Jay Young memo, which is this is how much money the District is going to save.
I think we sent that to other offices as well before the vote, but I sent him that. And a Washington Post editorial saying that they should approve the contract, that kind of thing.
Q You didn't engage him on the merits of the lottery?
A Absolutely.
Q You didn't engage him on anything in connection with WMATA?
A No, not at all.

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Q We have not seen any conversations following this chain with Councilman Graham and you related to the WMATA development. Did it just sort of drop at this point?
A That discussion was over.
Q He didn't raise it again?
A No.
Q You didn't raise it again?
A No.
Q And to your knowledge, none of your colleagues, Crystal Wright or Warren Williams or Alaka Williams, to your knowledge, didn't raise WMATA with him in connection the lottery?
A There was no more conversation at all. Whether there were side conversations that I was not aware of, I don't know. As far as there -- me being involved in any conversation regarding WMATA, I never heard another thing of it.
Q We had mentioned Byron Boothe. Did you have any conversations with Jay Lapine about Councilman Graham's request that he made in the May 29th meeting?

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A Not really. He sort of stayed on the side.
I think they knew -- obviously because Byron and Jay were copied on a lot of e-mails and Jay did chime in a couple of times. I think toward the end there, as I was going to craft my final letter to Jim Craft, he weighed in on that, but he was not an active participant. I think it was more FYI.
Q When did your work with the lottery cease, Jim?
A Well, we did some follow-up. Interestingly, nothing with the city council. Intralot, I began to represent Intralot on Capitol Hill and we were involved for a period of time going to members who had oversight over the District to tell them about what was going on with the contract, and we were trying to alert them to the fact we thought there were members of the D.C. city council who were being unfair and not being right when it came to an already approved lottery contract, and this is how this city works.

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Continuing to spread doubt amongst some of our friends, and most of these meetings were Republican meetings and that's clearly a tuned-in audience when it comes to D.C. We did do that for a while.
I'm still to this day representing Intralot on the issue of Internet -- interstate online poker and representing the rights of the lotteries. Because it's a classic matchup. The casinos want this poker and the lotteries think the lotteries are going to die on the vine. I still, to this day, represent Intralot on the Hill.
Q When you had meetings with members of Congress and their staff subsequent to your meeting with Councilman Graham on May 29, 2008, did you ever tell them about what Councilman Graham said in that meeting with respect to give up the WMATA project?
A No. It was one of those things that we didn't really talk about.
Q Jim, to be complete, I take it you have no financial interest in the WMATA development?
A No.

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Q Do you have any financial interest in Banneker?
A No.
Q How about financial interest in W2 Tech?
A No.
Q Do you have any business relationships ongoing with Warren Williams?
A No.
Q With Alaka Williams?
A No.
Q With Scott Bolden?
A No.
Q Jim, is there anything about the meeting on May 29th that we haven't discussed today?
A I don't think so.
Q I know that's a broad question. I just want to make sure that we have covered everything that you remembered transpiring at that meeting?
A No. I don't recall anything that we haven't already discussed.
Q Another broad question. Is there any topic you thought we were going to cover today that

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we didn't cover today?
A No. This is what I expected.
Q Is there any question you expected us to ask that we didn't ask?
A No, there's not. No.
Q Jim, are you involved in any way, shape or form in any campaigns or oppositions to Councilman Graham?
A No.
Q Are you a resident of the District of Columbia?
A No.
Q Do you have any financial ties to Councilman Graham?
A None, no.
Q Have you ever contributed to his campaign?
A No.
Q Have you ever contributed to any opponent's campaign of Councilman Graham?
A No.
Q Jim, did anyone today promise you anything or offer you anything for your testimony?

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A No.
Q Jim, I don't have any further questions. We appreciate your time today. There's one action item that we'll work with Barry for, but if you happen to have and can locate any internal documents that you would have given to your staff as their instruction in setting up the meeting, like here's what you say, whether it's an e-mail or memo or note, that would be very helpful to have that.
A Okay.
Q As we asked at the outset, we ask that you voluntarily don't discuss this testimony with anyone. I take it, by the way, you didn't have conversations with Crystal Wright about her testimony?
A No. No.
Q We ask similarly that you don't have any conversations with her about your testimony.
A In fact, there were a couple times -- we still work on a project together, but there were a couple of times when I picked up the phone and said nah, that's probably not a good idea until this is

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over.
MR. COBURN: Very good judgment.
BY MR. BONDI:
Q Very good judgment. There's nothing that obligates you legally to abide by our request, but we do ask as a request that you don't talk about anything we've talked about today with anyone other than your lawyers, of course, and that's to protect the integrity of the investigation and the information that we've elicited.
MR. COBURN: I'm sure he has every intention of abiding by it.
MR. BONDI: Wonderful. Barry and Lloyd, I offer you the floor if you have any questions or if there's anything that required clarification.
MR. COBURN: Not in the least. You all did a very thorough, very complete and a very fair interrogation here, and we have nothing to add, no questions, no concerns, nothing whatsoever.
MR. BONDI: Wonderful. Thank you for your time.
Thank you, Jim.

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THE WITNESS: I keep these? Or do you want them back?
MR. BONDI: No, we'll request them back.
And Barry, if you don't mind, if we could have the courtesy copies back.
MR. COBURN: I may have scribbled on a couple of them.
MR. BONDI: We won't look. We'll toss them.
MR. COBURN: It's no concern at all.
MR. BONDI: I think you may have all these exhibits anyway, or may have some of them. Thanks very much.
(Whereupon, at 12:42 p.m., the deposition was concluded.)

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Transcript of the Testimony of **Jim Graham**

Date: July 27, 2012

Case: In re: WMATA Investigation of Florida Avenue Property Development

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IN RE: WMATA INVESTIGATION

OF FLORIDA AVENUE PROPERTY DEVELOPMENT

CONFIDENTIAL DEPOSITION OF JIM GRAHAM

Washington, DC

Friday, July 27, 2012

REPORTED BY:

CARMEN SMITH

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Deposition of JIM GRAHAM, called for examination pursuant to subpoena, on Friday, July 27, 2012, in Washington, DC, at the offices of Cadwalader, Wickersham & Taft, 700 Sixth Street, Northwest, at 1:38 p.m., before CARMEN SMITH, a Notary Public within and for the District of Columbia, when were present on behalf of the respective parties:

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On behalf of the WMATA Audits and Investigations Committee

--continued--

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APPEARANCES (continued):

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On behalf of the Mr. Graham

Also Present:
CHRIS JONES

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PROCEEDINGS

MR. BONDI: Again, Councilman Graham, we've met before, but I'm Brad Bondi, here at Cadwalader.

MR. SISTO: Brett Sisto, Cadwalader.

MR. JONES: Chris Jones, summer associate at Cadwalader.

MR. HOELLEN: John Hoellen, deputy general council at the Council of District of Columbia.

MR. ZVENYACH: David Zvenyach, general counsel at the Council for the District of Columbia.

THE WITNESS: Jim Graham, counsel member, Ward 1.

Whereupon,

JIM GRAHAM

was called as a witness and, having first been duly sworn, was examined and testified as follows:

MR. BONDI: David, and I apologize, there is one housekeeping question that I just had a question about. Are you here on behalf of the witness or on behalf of the council? Sort of what is -- if you don't mind just explaining your role.

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MR. ZVENYACH: Sure. I'm here on behalf of the council member in his official capacity.

MR. BONDI: His official capacity, okay. Thank you. And I assume the same for you.

MR. HOELLEN: Correct.

MR. BONDI: Okay. Thank you. Thank you.

EXAMINATION

BY MR. BONDI:

Q Councilman Graham, thank you very much for being here. I know your time is very scarce and --

A Could I ask a question? How long do you think this is going to last? Do you have any idea of the time frame?

Q I wish I did. What I'm hoping is that we can get through with this in a couple of hours.

A Okay.

Q Do you have another commitment?

A I do. But if -- a couple of hours will be fine.

Q I don't want to -- please don't hold me to that, but I will strive to be as efficient as possible. If you don't hold me to that, I won't --

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I will strive to be as efficient as possible. Is that fair?
A Good. Are you going to inform us as to the scope of this investigation?
Q I think we've had a lot of conversations about that. What, Councilman Graham, I -- do you have a copy of the minutes of the board?
MR. SISTO: Yes.
BY MR. BONDI:
Q Thank you. This is the board where we approved -- Councilman Graham, these are minutes, and they are available publicly, as I understand, too?
MR. SISTO: Yes.
BY MR. BONDI:
Q They are minutes of the board meeting. We'll go ahead and mark these as Exhibit 1, Graham Exhibit 1.
(Graham Exhibit 1 identified.)
MR. BONDI: I normally have multiple copies for you all, but I have just one of this one.
BY MR. BONDI:

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Q Councilman Graham, this is a copy of the minutes of the Washington Metropolitan Area Transit Authority board of directors meeting. These minutes are publicly available on the Web site.
If you turn to the second page there, you will see actions arising out of executive session, where Mr. Downs moved, seconded by Mr. Dyke, to direct the audits and investigations committee to engage an independent consultant to investigate certain allegations that have been made concerning a WMATA joint development site, and that motion was unanimously approved.
And you will see that the ayes are recorded there. That was the board's decision following the executive session to conduct this investigation.
In terms of specific allegations and specifics of our investigation, just as any investigation doesn't get into sharing specifics with the witnesses, because at this point, you know, they're allegations. I don't want to get into a liberty of those allegations.

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What I will say, though, sir, is that our investigation concerns the decision of the board and its board members concerning the joint development project on Florida Avenue. So we're evaluating the conduct of the board and its board members in that Florida Avenue development project.
As you know and you've been witness to and responded to publicly in your op ed, there have been a lot of allegations out there about that. And we're going to ask you about some of those allegations.
At this stage, though, they're allegations. And until we complete our work, they're just that.
But we want to give you an opportunity, sir, to address them. And we know, certainly, that you have been very outspoken as a member of the council on transparency of government and looking into allegations and the like.
A Uh-huh, uh-huh.
Q And that's what we want to do here. We want to shed some transparency on the board's

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decision and elicit the facts. We're a factfinding organization.
A Right.
Q We were retained, as the board minutes show, by the audits and investigations committee to do an investigation.
MR. ZVENYACH: If I might, Brad, I think part of the problem -- and I briefly had a conversation with maybe it was Samantha or Emily, I can't remember.
But what sort of suggested that there may be other scope somewhere is that there was a public statement, apparently, that was shown to Council Member Graham by a member of the press, describing in greater detail than this particular section what the investigation would involve.
It specifically mentioned, for instance, Florida Avenue.
MR. BONDI: That's right.
MR. ZVENYACH: It said that, you know, the time frame of the investigation said several months and that sort of thing.

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MR. BONDI: Sure.
MR. ZVENYACH: So insofar as the members of the press were receiving information about the scope, we felt that there was a lack of -- that we're on a different footing from members of the press, I guess.
MR. BONDI: Oh, no. By no means do we want that to be the case.
WMATA issued a public statement that is probably what you're referring to, and it ran in the press, and it was issued out of their press office. That public statement in no way, we believe, contradicts or is anywhere different --
MR. ZVENYACH: I've never seen the public statement, is the problem.
MR. BONDI: We can get you that at a break. How about we do that.
MR. SISTO: Sure.
MR. BONDI: But that was issued out of their press office and I believe is even available on their Web site.
MR. ZVENYACH: I've looked and I couldn't

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find it.
MR. BONDI: I'll check on that, David.
But just going back to the board minutes, when it says "WMATA joint development site," that's what it's referring to is the Florida Avenue project.
THE WITNESS: But I'm not mentioned by name in any of this?
MR. BONDI: You're not mentioned by name in --
THE WITNESS: In the motions or the press release.
BY MR. BONDI:
Q You're not mentioned in the press release, as far as I recall, and you're certainly not mentioned in these minutes.
What was discussed at the executive session, sir, I wasn't there.
A Right.
Q So, obviously, I can't say whether your name was mentioned or not. However, you as well as anyone else know that there have been a lot of

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allegations made against you personally. And we certainly want to allow you the opportunity to address those allegations and get to the bottom of them.
We are -- as I mentioned, we're retained by the audits and investigations committee to do an investigation and to prepare a report that will eventually go to the board. Whether that report is made public or not is up to the board. The board has not made a decision yet.
But I would expect that there will be quite a bit of pressure to make that report public, given the focus in the press of these issues.
As you probably know, we don't represent you individually, and we are conducting a confidential investigation here. So while we can't control what you say to the press, we're not putting a gag order on anything you say to the press or anything.
But we would request, as we've requested of all witnesses, that you keep confidential what we have talked about today.

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We're not talking to the press. We haven't talked to the press, and we won't talk to the press, okay?
For the record, could you please state your full name.
A Jim Graham.
Q And what is your current occupation, Mr. Graham?
A I am the Ward 1 council member in the District of Columbia.
Q And at one point in time, you were a member of the board of directors of the Washington Metropolitan Area Transit Authority; is that correct?
A That's correct.
Q And when was your tenure there?
A From January 1, 1999 until December 31, 2010.
Q Council Member Graham, because we're under oath here today and asking questions for the record, there are just a few sort of administrative ground rules. You've probably heard these before.

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But please answer all questions orally, as opposed to a nod of the head.
A Uh-huh.
Q Secondly, if you could please wait until I finish questions before you answer. That way, the court reporter gets down my question and gets down your answer.
And the third point, which is very important, is if you don't understand a question, please tell me you don't understand a question.
A Okay.
Q Otherwise, I'm going to presume you understood the question and were able to answer the question.
A Okay.
Q Council Member Graham, we wanted to ask you about and focus on the Florida Avenue development. And that's within the scope of what we're doing.
A Uh-huh.
Q What was your involvement leading up to the board's motion to select a, quote, selected

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developer? What was your role leading up to the decision to select a developer?
A With this parcel?
Q Excuse me?
A With this parcel?
Q Yes, sir.
A Well, that's an excellent question which I want to answer, which is that this had been a parcel in the joint development portfolio of Metro that had been the subject of much delay, much controversy, litigation, concerning claims that had been made by others that were found to be spurious in a court action.
And I had been very much involved in all of that in prompting the development of this site, I think virtually from the year 2000. And so I was very engaged with the joint development staff, in terms of keeping their shoulders to the wheel in moving this, and so through a whole series of tormented legal actions that were necessary in order to free it up finally to be issued as a joint development solicitation.

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So my involvement in this predated by a number of years, you know, the actual solicitation. The site is located in Ward 1. I had previously been extensively involved in other joint development sites which were located in Ward 1.
The Ellington Apartments was built on a joint development site. The -- the property at 14th and V, Langston Lofts, was developed on a joint development site. Union Row needed a particular strip of land that was joint development property.
And so in the -- in the Ward 1 joint development areas on U Street, I was extensively involved and had been extensively involved since becoming a board member.
I was also in that position -- I was also involved because I was chairman of the real estate committee through much of that period. And so that was --
Q The real estate committee of WMATA?
A Right. And also the property at Kenyon and 14th Street was another major Metro development site which I was also extensively involved in. And

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it was a complicated process there as well.
So pretty much all of the Ward 1 sites received attention from me.
Q Now, when you referred to joint development sites, do you mean joint development with the Washington Metropolitan Area Transit Authority, with WMATA or Metro?
A Well, WMATA owned the properties. They were used for typically some kind of work relating to the subway stations in those areas. And their program is called joint development, and so that's why I used the term.
Q Is that different from a business improvement district?
A Yes.
Q What is a business improvement district?
A A business improvement district is something peculiar to the District of Columbia and is set up entirely separate from WMATA.
Q And are you involved in the business improvement district on U Street?
A There is none. We tried to establish one,

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but for various reasons I'll be glad to explain to you -- this seems a little far afield from what we're talking about. We tried to establish one, but none was established.

Q When did you try to establish one, in 2008?

A Maybe a little earlier but about that time, yes.

Q So the business improvement district on U Street wouldn't have anything to do with the Florida Avenue joint development project of WMATA?

A Because it was never -- it was never established.

Q Never established.

A And to establish a business improvement district, you know, that is actually -- requires council action, because you have to have the ability to levy tax. And so -- but it never was introduced in the council.

Q And with the business improvement district, I have a few questions on that, and I'll get to how I believe they may be related here. The

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business improvement district. Did you host a dinner or were you involved in some sort of dinner that happened every year and there was developers who purchased a table at that dinner?

A No. I have never -- I have never hosted a developer dinner, to my -- to my recollection.

Q Okay. Was there a -- some sort of dinner or event that was held annually in connection with the U Street business improvement district?

A Not to my recollection.

Q Was anything being planned that just never was consummated?

A I don't remember any planning or any event such as that.

Q Were there any donations that were solicited in connection with the business improvement district on U Street?

A There were certainly discussions with the major landowners on U Street about their willingness to support a business improvement district. But, again, it didn't come to any fruition for various reasons.

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There may have been -- there may have been some level of small seed money donation to, in effect, fund the consideration of a BID. There may have been, but I'm not sure I remember the specifics of that.

Q Did you ever solicit any donations from any representatives of Banneker in connection with the business improvement district?

A Well, they had no property on U Street, as I recall. I don't remember them ever being at a meeting.

There were a series of meetings held, but I don't remember Banneker being included.

And I have to refresh my memory on the calendar of all of that. That can be done, though. Because there were a series of meetings held in anticipation, but I don't remember -- since Banneker didn't have any property in the area, I don't remember them being involved.

Because the whole eastern side of U Street was something that was very uncertain in terms of who would be developing all of that. For example,

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what's now called Progression Place, Progression Place at 7th and T, was certainly -- you know, I think by that time, they may have broken ground, but there was no one really to talk to.

The Howard Town Center was the same. And so our efforts were concentrated really west of 12th and in that area. And so I don't recall -- I don't recall any conversation with them.

Q Okay. So just so I'm clear, because I know you said you don't recall them being involved --

A They may have not even been in the boundary that was developed.

Q So you don't recall -- you don't recall ever soliciting a donation from any representative from Banneker in connection with the business improvement district?

A I don't. And that's not to say it didn't happen, but I don't remember any.

Q Okay.

A Because I don't think they were even in the boundary. I think the boundary that we were

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looking at ended at 9th, and their prospective development was east of 9th.

And we didn't -- we didn't include east of 9th in what we were trying to put together.

Q And specifically, then, I take it from that answer that you don't recall ever soliciting any contribution or involvement of a gentleman named Omar Karim in the business improvement district on U Street?

A I mean, there may have been -- you know, again, the seed money, as such, was a small amount of money. I think it mainly came from Donatelli. And there may have been some preliminary discussions, you know, would you enter into -- would you agree to this.

Because, again, this is a council-imposed action. But in order to make it happen, we had to have buy-in from major landowners in the area, as well as retail establishments.

So there may have been discussions in anticipation of him having such property, but I don't think I -- I don't remember any -- so it would

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be a different -- it wouldn't be a solicitation of funds. It would be more a situation where, you know, we're going to levy a tax, and it would be good to have your support for that levy.

Q Did you ask for Omar Karim's support of the business improvement district on U Street?

A I don't recall any specific conversation.

Q Do you recall any general conversation?

A I do not.

Q Okay. Councilman Graham, I know that some of the things we're going to be talking about here happened several years ago, and so I -- to just put things in buckets, in terms of the time period, I thought I would give out on the record here some dates that I wanted to ask you around -- events around those dates.

The first date -- and I'll represent for the record that we have documents that establish these dates. But just to help our conversation today and streamline it and be as efficient as possible, I just wanted to put these dates out.

December 17, 2007 was when the developers

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presented presentations to the WMATA staff for the Florida Avenue development.

A Uh-huh.

Q December 17, 2007. April 24, 2008 was when the board of WMATA moved to defer approval of the selection of the, quote, selected developer. And, actually, that was a motion that you yourself moved April 24, 2008.

June 26, 2008 was when the board of directors moved to approve the selection of Banneker. That was a vote that you abstained on.

And then March 25 --

A No, that's not correct -- oh, 2008.

Q Yes, sir.

A Oh, I'm sorry, excuse me. June 2008 --

Q June 26, 2008.

And then, finally, the fourth date is March 25, 2010.

A I did not abstain. I'm recorded as yes on June 26.

Q In the PDRE meeting, you abstained.

A On the board -- on the board vote, I voted

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yes.

Q On the board vote, you voted yes. On the PDRE you abstained, that's correct.

A I don't have that record.

Q And on March -- the final date, March 25, 2010, which was a motion by Mr. Adler -- Albert, excuse me, Mr. Albert to table the extension of the negotiation period with Banneker.

So those are the dates I want to just focus our conversations around, and then that way, we can maybe bucket our questions in those dates.

A All right.

Q So what I'd like --

A Well, you need to be aware of the fact that as Carol O'Keeffe points out in her letter, and I want you to have this letter of May 28, 2010 --

Q I have it, thank you.

A -- which responds in detail to the Scott Bolden letter which was received prior to this but two years after his initial complaint.

I had moved to recommend the board grant the extension of the term sheet. That was my

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motion. Thereafter, board member Neil Albert moved to table.

But you have my motion, even in this late date, you know, as chair of the planning, development and real estate committee, to provide still another exception -- extension, excuse me, so another extension. And that was trumped by the vote of the board, which was unanimous, to table that motion and to table the project.

Q We appreciate that letter. We have that, thank you.

A All right.

Q Thank you. Are there other documents you have there that you are willing to produce today?

A You have all of these. You have all of these. But these were just papers -- you're welcome to them again. But these are just papers to remind me of the dates.

Q That would be great. If we could have copies of those --

A You have it, but you can have it again.

Q I don't recognize that document. Is that

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a new --

MR. ZVENYACH: That was just part of the one that we submitted yesterday.

MR. BONDI: Okay. Great. Thanks.

BY MR. BONDI:

Q Councilman Graham, going back to these dates, prior to the presentations to the staff by the developers on December 17, 2007, prior to that, did you have any contact with any of the developers that were submitting proposals regarding the Florida Avenue development?

A I don't believe I did. I don't believe -- it's hard for me to reconstruct that, but I don't believe I did. I don't believe I was even aware of that happening that particular date.

So I'm not sure I had conversations prior to that.

Q Were you aware that presentations were being made by developers to the staff to develop the Florida Avenue property?

A I may have had a general knowledge of it, but I don't think there was any specific knowledge

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of that.

Q Okay.

A I was aware of the joint solicitation being issued, because I had to vote on that. And that happened earlier in 2007.

Q Right.

A But I'm not sure I kept track of all of the various staff steps that followed.

Q Understood. Well, why don't we take that 2007 decision to go out for solicitations as the opening mark and then take the time period of the initial motion to defer approval as the second point there.

In that window there from 2007 to April 24, 2008, did you have any conversations with any of the developers that were making presentations to develop the joint development property?

A I don't recall any conversations prior to the presentation.

Q Okay. And prior to April 24, 2008, when the board decided to move to defer?

A I think -- I think I'd had a conversation

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with Donatelli after he withdrew.

Q Okay.

A After he withdrew. And it came up in the context of a different subject altogether. But it came up, and he explained to me why he withdrew.

Q Okay. And I appreciate you bringing that up, because that was actually where I was going to go next is what communications did you have with Donatelli concerning the Florida Avenue development?

A Well, Donatelli was a proven achiever. It's very important to keep this in mind. Because he took the Ellington -- he built the Ellington Apartments at a time when that was really a financially courageous move.

Because it was -- U Street was nowhere near what it is today. And to build a large, expensive apartment building -- rental apartment building with high rents on that location at that time was -- was, you know, a major achievement.

And so he had proven himself capable of building a large project with -- a joint development project with Metro. And so, you know, there was a

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relationship between him and not just with me but with the entire agency, in terms of joint development. And so he had a strong track record.

Q What communications did you have with Mr. Donatelli or representatives of his company concerning the Florida Avenue development?

A I think it was principally, you know, him telling me why he did not go forward with it and he withdrew.

Q Why did he tell you he withdrew?

A He lacked confidence in Omar Karim and Banneker. He lacked confidence in their ability to do the project.

Q And why did he say he lacked confidence in their ability to do the project?

A Well, that's a question you should probably ask him. But he was very -- he was very uncertain about their experience and whether their background suggested their ability to pull off a project of this size.

And he indicated to me that that was the reason that he had pulled out. And at that time, I

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think, there was no experienced development partner in this proposal.

Q During the selection process prior to it being presented to the board for a motion, did you ask to see the proposals of each of the development groups that were submitting proposals?

A Prior to the presentation?

Q Prior to or after the presentation prior to the vote of the board.

A Well, I would have received those as a matter of course. Every board member would have received those.

Q Okay. Prior to the presentation --

A And I submitted them to you, by the way, yesterday. I thought you'd have them, but on the off chance that you didn't, I submitted them to you.

Q Appreciate that. And prior to the actual presentations to the staff, did you request to see the proposals of the developers?

A No, I don't believe I did. But I could have. You know, I mean, I was chairman of the real estate committee at that time. But I don't believe

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I did.

I believe it was only after they came up with a recommendation that I asked to see them.

Q Prior to the staff making a recommendation to the board in the spring of 2008, did you have any conversations with the staff about what your concerns were about the development? Did you have any input to them about what -- who you would like to see selected?

A Not that I recall. With the staff?

Q With the staff, yes.

A And who would that be on the staff?

Q Anyone on the staff.

A I don't believe so. I don't believe I would have had that -- those conversations. Possibly, but I don't recall any specific conversations about this.

There were three proposals, two of which -- one of which, excuse me, was very strong, because it involved Clark Construction. And once I had the opportunity to review that, I thought that was a strong proposal.

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Q Did you ever express -- prior to the staff's recommendation, did you ever express to any member of the staff any concern with Warren Williams?

A I may have, because of the experience that -- because of my concern about a doctrine called clean hands and about --

MR. ZVENYACH: I'm sorry, you're saying before the presentation in December of 2007?

THE WITNESS: No.

MR. BONDI: No, no, prior to presenting the issue to the board, correct.

MR. ZVENYACH: So between 1 and 2.

MR. BONDI: Correct.

THE WITNESS: I may have. Because I was very concerned about the clean hands doctrine regarding Warren Williams.

BY MR. BONDI:

Q Okay. Why? Why were you concerned?

A Because he had operated a business called Club U in the Reeves Center, and he operated it, in my opinion, recklessly, without concern for the

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public safety.
And he had a lease that was -- he was -- which was a very poor lease to begin with, but he was in violation of any number of provisions of the lease with the D.C. government.
And when -- the last night that he was in -- it had been a magnet for violence, and Chief Ramsey can -- his letters will document that, you don't have to listen to me.
And we -- Chief Ramsey and others, including myself, determined that this was not a liquor -- an alcohol license that we wanted to continue.
And so there were efforts made principally, again, by Chief Ramsey but which I supported, the advisory neighborhood commission was very involved, to revoke that license.
And after the license was revoked, there was a large outstanding debt, which I had never been assured had been paid, in excess of $100,000, to the D.C. government.
And it was only in the course of this

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consideration where I was informed that it had been paid, but I never received any proof of it being paid, or how it was paid.
But those issues were fresh on my mind in early 2008. And I was concerned about the ethics and the ethical responsibilities of a bidder for a joint -- an important joint development site.
And that was later reflected in -- as you know, I'm sure, in the committee action and the board action.
Q And putting aside the concerns that you had about Warren Williams, did you also have separate concerns about Banneker?
A Banneker was a company that I only knew through publicity that was then occurring, and this is all well documented, and concerns about the way in which they were being awarded contracts through the D.C. Housing Authority and others associated with Banneker.
And this was very much in the press at the time and was the subject of a lot of council consideration. There would ultimately be hearings

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held on it, and the Robert Trout report was issued.
Q Is it fair to say your concerns about Banneker were both about --
A But I didn't know them. I didn't know them except through the publicity in the newspapers.
Q I see. Is it fair to say, sir, that your concerns about Banneker as a proposed developer were both of Banneker as an entity and their experience and also with respect to one of their principals, Warren Williams? Is that fair?
A Yes, I think that's fair.
Q Okay. Now --
A In terms of their experience and ability.
Q Sure.
A And everybody -- by the way, everybody felt that. Everybody felt that, except maybe Banneker. But everybody had these concerns, quite honestly. Everybody had it.
And everybody realized that they could not go forward and successfully do this without a major construction partner.
Q Now, between the time period that WMATA

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went out to solicit proposals in 2007 and the time in June 26, 2008, when the vote -- when a selected developer was ultimately chosen by the board, did you have any conversations with any representatives of LaKritz Adler concerning Florida Avenue?
A Well, I want to refer you to the letter by Carol O'Keeffe, May 28, 2010, where she says, "in section 3" -- to Bolden, "in section 3, you have attempted to create the impression that improprieties occurred during your conversations with the WMATA board member. Quote, board members frequently discuss the progress of joint development negotiations with the parties involved. The nature of these discussions is dynamic and may include ways to strengthen the development team. But these discussions do not bind WMATA board of directors. And your allegations do not appear to constitute a violation of the board's standards of conduct."
Q Councilman Graham, I apologize --
A This is directly responsive to the question.
Q I don't believe that is. It's a letter

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that I believe she wrote, not you. If you wouldn't mind, Councilman, I know your time is limited, and we have that letter and we appreciate it. And we actually are going to ask you some questions about that letter later on.

But I want to get through some specific questions ahead of time, if you don't mind.

A I don't recall -- I don't -- on the subject -- if your question is regarding discussions --

Q Did you meet -- yeah, I'll repeat the question.

Prior to the -- prior to the selection of Banneker in June 26, 2008 by the board --

A Right.

Q -- did you have any meetings or conversations with any representatives of LaKritz Adler --

A Right.

Q -- concerning the Florida Avenue development?

A I don't recall any.

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Q Did you have any view or preference about LaKritz Adler as a developer of that particular parcel on Florida Avenue?

A I was impressed by the Clark Construction proposal first. And I was unimpressed by -- and I don't have the details of it with me. I was very unimpressed with the financial statement submitted by Banneker in support of its application.

And if you review the financial statement with any amount of care, you will see how thin it was. You know, I think they had total assets of $90,000. They had Warren Williams taking out more than what he had put in.

There was just -- there was not -- there were not financial -- a financial statement that really inspired confidence in the substantiality of the business.

And so -- and I looked at all three of them, and I thought that way and away, Banneker was the weakest, standing alone.

Now, if you combine Banneker with somebody else, that does have a way of changing that.

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Q On --

A And these are facts. These are facts. These are not surmises or opinions. I mean, you can look at the cold, hard numbers of what they had done and what they had achieved and what their bank balances were, and you can see how weak the company was.

Q Sure. April 24, 2008, the board has a meeting, and you move to defer the approval, and the board voted to defer the approval selection.

Why did you do that, Councilman Graham, at that time?

A I don't have that. The first action I have is June 26.

Q We'll get you a copy of those minutes, just one moment, please.

A No, I don't have --

(Graham Exhibit 2 identified.)

BY MR. BONDI:

Q We've marked this as Graham Exhibit 2. And this is minutes of the planning and development committee of Metro. And if you will note, sir, that

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this is -- it lists the committee members, and you are listed as a committee member being present there.

If you turn to the second page, which is Bates numbered WMATA-INQ 005633, action items B, Florida Avenue development selection, "Mr. Graham moved that this matter be deferred for a period of not less than 60 days. The motion was seconded by Ms. Hewlett, and the committee unanimously voted in favor of the motion."

Do you recall, Mr. Graham, why you moved to defer the matter for a period of not less than 60 days?

A No, I do not. I do not recall that.

Q Did this have anything to do with any concerns that you had about any of the developers being presented?

A I don't recall. I didn't recall that particular motion.

Q Are there any notes that you would have that would refresh your recollection about why you did that?

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A No, I don't. I notice that it was passed unanimously.
Q Going back to the chronology, prior -- between the motion there to defer the approval on April 24, 2008, and the meeting of the board that occurred on June 26, 2008, I understand you had a meeting in your office on May 29, 2008 with Warren Williams and others. Do you recall that meeting?
A I do.
Q Okay. I understand that the meeting was a meeting that was initiated to discuss the lottery contract with you. Do you recall that?
A That they requested? They requested the meeting?
Q They requested the meeting to discuss the lottery contract with you.
A I don't think that was the purpose of the meeting.
Q What was the purpose of the meeting then?
A I think the purpose of the meeting, as it was expressed to me, was to discuss relationships between the folks who had been involved in Club U

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and me, in an effort to clear the air, is the way that I recall them putting it, and to see if a better relationship couldn't be developed between them and me.
So I don't think I would have had necessarily a meeting over the lottery contract per se.
Now, the lottery contract was discussed but only -- only in passing. Only in passing. Only in passing.
Q Only in passing?
A Only in passing.
Q Okay. And, Councilman Graham, I don't want to ask about anything on discussions on lottery contracts, only unless they somehow related to the WMATA development here.
(Graham Exhibit 3 identified.)
BY MR. BONDI:
Q But I wanted to show you what's been marked as Exhibit 3, which is the meeting sign-in sheet, that says "purpose of the meeting, lottery contract" there.

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Do you see that?
A Uh-huh, uh-huh.
Q And it's dated 5/29/08?
A Uh-huh.
Q And the sign-in people are Alaka Williams, W2 Tech. What is W2 Tech?
A I think it was a company that was bidding on the lottery contract.
Q Okay. Warren Williams listed as W2 Tech. Crystal Wright, it says "Baker Wright, W2 Tech group." And then "Jim Link, American Capital Group."
Do you see that?
A Yes, I do.
Q And do you remember those persons being present at that meeting?
A I do.
Q And there are three initials following that. There's a J, maybe you can help me with that.
A JG, me, Calvin Woodland and Steve Hernandez.
Q And those were the people that attended

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this meeting?
A That's correct.
Q And am I correct in saying this was a meeting that was initiated by W2 Tech with you, not the other way around?
A No, it was a meeting that was initiated by Warren Williams and me. It was -- this is my assistant's writing, "lottery contract."
And the purpose of the meeting was, again, an effort to kind of clear the air over -- over the issues relating to the relationships between us.
Q Now, you say that's the purpose of the meeting.
A That was the purpose. That was the stated purpose of the meeting.
Q Stated purpose by whom, though, sir?
A By them, when they called me. They said, "we'd like to get together. We want to come to your office. We want to see if we can't improve the relationship between us," is what they said.
Q Okay. And just so I'm clear, who is "when they called me"?

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A Warren Williams.
Q Warren Williams specifically called your office?
A Or Alaka. I don't remember which one, but it was one or the other who requested the meeting.
Q So your recollection is either Warren Williams or Alaka requested the meeting?
A That's right.
Q And to whom did they make that request, to you personally?
A I think to Myra, my scheduler.
Q Okay. And -- and they said, you believe, to Myra that the purpose of the meeting is to clear the air on -- on what?
A Well, on what had been the preceding relationships, the previous relationships between -- because Warren Williams had been the -- I believe he was the managing -- the manager, if you will, or the general manager of Club U. His father was the owner, Warren C. Williams, Senior, and he was the one who actually ran the operation.
And there were a number of issues relating

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back to that. And he felt it would be good if we all sat down and talked about all of this.
Q And that's what he said to your scheduler?
A And that was the way it was understood. I mean, there was no -- I don't recall any -- I don't know how far we can go into this. I mean, is this -- what do we do?
I mean, I don't recall any substantive discussion about the content of the lottery contract.
On April 7, 2008, I was a member of the finance committee of the council. And I had two separate rounds of questioning at that time, where I laid out my concerns about the lottery contract publicly.
And so you can go and view that video, and you can see how I couldn't have been any clearer about what I thought were some of the infirmities in all of that.
And I think that following that, there was this effort about reaching out.
Q Now, Councilman Graham, there's been some

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misconception, it appears, on why Mr. Williams was present at the meeting on May 29, 2008. Do you recall that Mr. Williams showed up to that meeting on his own and initiated that meeting? Is that your recollection? Or is your recollection that you asked for Mr. Williams to be present at that meeting?
A I -- my recollection is that it was entirely their initiative.
Q For Mr. Williams to be present?
A Well, or the group, you know, Alaka. I don't know whether it was Williams or Alaka. But one or the other wanted the meeting.
Q There's been some testimony that on the morning of the meeting, a member of your staff called one of the lobbyists working with W2 Tech, Jim Link or Crystal Wright, and -- actually called Mr. Link and asked Mr. Link to make sure that Warren Williams was present for the meeting that day in your office.
Is that not your recollection, then?
A No, I don't -- I don't know of any

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contact -- such contact being made.
Q Did you ever express to any members of your staff that you wanted Mr. Williams to be present at this meeting on May 29?
A I don't -- I really don't recall.
Q Now, as I understand from when we last talked, when we were in the office and did the sign-up sheet, you pass around the sheet in your office and everyone signs up, signs in, and it gets to you last; right?
A Uh-huh. Yes, yes.
Q Now, it got to you last on this sign-up sheet on May 29, and it gets in your hands, and you look and you see W2 Tech, W2 Tech, Baker Wright for W2 Tech and a lobbyist, Jim Link, working with the lottery contract.
A Right.
Q And then the lottery contract, written at the top, is the purpose of the meeting.
A Right.
Q Okay. If your impression of the meeting was to clear the air with the Williamses about U

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Street and issues relating to U Street, why didn't you just say, wait a second, here, why do we have these two lobbyists for W2 Tech? And why are you listing W2 Tech? And why does it say "lottery contract" on the top?

A Well, my -- what I have said is directly related to the content of the meeting. And the content of the meeting was all about the revocation of the alcohol license, it was all about signs which were put up on U Street which showed me as a kind of a plantation owner, standing, watching blacks being lynched, with the message that Graham wants to drive black bars off of U Street, signs that were put up not once but twice and three times after they were being taken down by residents, not by me, who found them offensive and racist.

That's what the discussion was about. It was also about the -- that's my recollection of the discussion.

It was also about their various violations of the lease agreement and the fact that they had a large amount of unpaid rent, which was my

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information at that time, and that they had been totally uncooperative with the ABC board and with the Metropolitan Police Department. And that's what we talked about.

Now, I don't remember Jim Link or Crystal Wright saying much of anything. This was a discussion principally between me and Warren Williams, and it was about those issues.

So that informs my recollection, you know, of just what the meeting was about. And that's why -- it wasn't a discussion of, you know, such-and-such in the lottery contract and, you know, here we're looking at your financial sheets and who are you and what, no.

Q So when -- when members who were present for that meeting of W2 Tech and the lobbyist for W2 Tech, when they say they initiated the meeting to talk to you about the lottery contract, do you believe that they were -- they were mistaken in the purpose of the meeting?

A Well, I think they -- I think -- you know, let me say, Mr. Bondi, that I think that there may

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be accuracy to that too. Because, again, it was an effort to kind of clear the air, is the best expression that I have, for them to come, and they did, and they forthrightly denied their lease violations. They denied having anything to do with the signs on U Street.

You know, it was just a general denial of everything that I believed.

But there was an exchange of views. And I could see how they could see this as -- I mean, that's the meeting that I had with them. I could see how they were coming into the meeting thinking it was going to be something different, but that's not the meeting that occurred.

Q Thinking that it was going to be about the lottery contract?

A Right, and talking about, you know, their -- you know, their prior experience with a lot of gaming and the District of Columbia and so forth. That was a very small amount of time that was spent on that.

Q Okay. So their agenda for the meeting may

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have been on the lottery contract --

A But it's not what happened.

Q It's not what you let happen; right?

A It's not the course of the conversation that had occurred.

Q It's not what you let happen; right?

A It's not the course of the conversation that occurred.

Q Okay. Well, as I understand, at the meeting, the lobbyist there on behalf of W2 Tech tried to initiate a conversation about the lottery, and you wanted to talk about Mr. Williams; is that correct?

A Yes, because I thought that -- I thought his behavior -- his prior behaviors with the license that we posed trust and confidence in him was so irresponsible and so reckless that it did not qualify him for another government entitlement or license.

And that's the connection. There is, under D.C. law, a clean hands doctrine that affects all of this. And I frankly thought that he was

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disqualified because of his prior actions and the prior actions of the company that he was associated with.

Q Including being disqualified to be involved in the joint development project on Florida Avenue?

A I think it raised ethical issues regarding that, and that was the subject of later action.

Q And, in fact, you raised the issue of their qualifications to develop the Florida Avenue project during this May 29 meeting, didn't you?

A You know, honestly, I don't recall much being said about joint development, because at the time, you know, I was very unclear about just what the role of Warren C. Williams was with Banneker. Do you know what I'm saying?

And they might have brought that up, but I don't have any recollection of that being a thrust of the meeting at all.

Q You talked about Warren Williams' other developments, though, in Washington; right?

A He didn't have any other developments in

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Washington. There was nothing to talk about.

Q Banneker's developments in Washington?

A Banneker had renovated an elementary school.

Q And did that come up? Did that come up during the meeting?

A No, because I didn't -- I really wasn't -- I really wasn't -- this was not a meeting about Banneker. Banneker was not represented. Banneker, I don't recall there being much conversation -- believe me when I say that if this meeting lasted 60 minutes, and I don't remember how long it lasted, 50 minutes were spent on these other issues.

Q On these other issues.

A Which were still very emotional issues for me.

Q Like the poster; right?

A The poster was an emotional issue.

Q And the poster said something along the lines of "Grahamzilla, the black business killer," right?

A Something like that.

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Q And you actually had a copy of that poster at that meeting that you pulled out; right?

A I don't think I did. I haven't been able to find it. And I wish I had one, but I -- somehow, that has been lost to history.

Q But you did consult what you've described as your big fat file on Warren Williams?

A Big fat file? Well, there was a big fat file on Club U, Club U. Because there was a long history at Club U of irresponsibility relating to public safety.

Q Now, when Warren Williams --

A You should review the police record of Club U. You should review Chief Ramsey's reports. You know, don't go on what I'm saying.

But there was hardly a weekend that went by at that particular time where there weren't shots. And this Reeves Center is a government building, a government building.

Q There was a stabbing, too.

A Well, there was a stabbing and a death. A murder, actually, put more accurately. And there's

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a rendition of those facts that have the bouncers dragging the victim out and depositing him in the lobby, throwing everybody out of the club and then destroying evidence.

That's -- those were the allegations against Club U.

So this was not the type of business that I --

Q Sure.

A -- you know, felt, like, oh, we should award them more privileges, they should have more government licenses and entitlements.

Q So I assume that -- or can I assume that that was a topic you discussed with Mr. Williams?

A It was exhaustively discussed. It was exhaustively discussed. Because I had never met him.

Q You had never met him?

A I had never met him.

Q Now, you knew, though, that Mr. Williams was involved with Banneker and had applied to -- with Banneker for the joint development project on

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Florida Avenue at this time?
A I don't -- there was a very -- I had very little awareness of that at the time. Because I remember having gone back to really check to see what his role was. And he was -- he was listed in, again, this rather skimpy proposal that Banneker submitted. He was listed as the real estate vice president, you know.
Q But --
A Without any real description of any capability in that regard.
Q Sure. But you did know at the time of this meeting, May 29, 2008, that Mr. Williams had some role with Banneker and that Banneker was a proposed developer for Florida Avenue?
A I don't -- oh, I knew Banneker was proposed --
Q Knew Florida Avenue was --
A But, you know, I honestly don't recall just how much information I had about the Warren C. Williams role at Banneker.
Q You knew he had a role with Banneker?

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A But I know that he had a very big role in terms of the lottery contract.
Q And you knew he had a role with Banneker?
A I may have known he had a role, but I'm not even sure about -- I'm sure I didn't have much in the way of detail about what his involvement was.
And he may have actually told me at the meeting what it was.
Q But you did know he had a role?
A He may have told me that he had a role at the meeting.
Q Okay. So just so I'm clear on this meeting that happened in your office on May 29, 2008, just so I'm clear all the topics you talked about with Mr. Williams.
Now, witnesses have described you walking to your desk and that there was a big file on your desk.
A On Club U.
Q Some Club U stuff?
A It was all Club U stuff.
Q So you talked about Club U. That was a

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topic you talked about with Warren Williams?
A That was the topic.
Q You talked about the death at Club U with Warren Williams?
A Uh-huh, uh-huh.
Q You talked about the posters that were portraying you as racist with Warren Williams?
A Uh-huh, uh-huh. Yes, yes, yes, yes is the answers.
Q Okay. You talked about Mr. Warren Williams' relationship to Adrian Fenty, Mayor Fenty?
A That I don't remember.
Q You don't remember?
A I talked about his lease violations.
Q His lease violations.
A His lease violations and the unpaid amount of rent that he had long after the conclusion of the loss of his lease on the property, and all of what went into all of that. I talked about that, too.
I talked about the fact that he had been an irresponsible holder of an alcohol license and he had been irresponsible as a holder of a lease on a

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government property.
And those are the important things to keep in mind. Because under the clean hands doctrine, that would relate to the award of any particular new government privilege.
Q Including the Florida Avenue development?
A Including the Florida Avenue development.
Q Okay. Did you talk about the Florida Avenue development during that meeting on May 29?
A I don't believe we did.
Q You don't believe you did?
A I have no recollection of that being discussed.
Q Okay. If others have that recollection, then, would they be mistaken, or you just don't recall?
A I don't know. I can't -- I can't characterize what others say.
Q But the same concerns that you had expressed about Warren Williams to the staff of WMATA, the fact that he may have owed money to the District and the like, were the same concerns that

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you addressed face to face with him on May 29, 2008?
A That's right, that's right. Because my question was whether or not this disqualified him from a future benefit under the clean hands doctrine.
Q Disqualified him including --
A From a future award of a government privilege.
Q Including the WMATA?
A I don't think -- I don't think WMATA was -- this was barely about the lottery contract. This was about the ethical behavior and the business practices, you know, of Warren Williams and the company that operated Club U. And that's what -- that's what it was about. And that's all the discussion -- that's where all the discussion centered.
Q Did you say, Councilman Graham, to Warren Williams that you're winning too much?
A No, I don't recall that.
Q Okay. Did you say to Warren Williams, you have to give me something?

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A I don't recall that.
Q Did you say to Warren Williams that if you -- that you would feel differently about the lottery if he weren't involved in another deal?
MR. ZVENYACH: I'm going to interrupt at this point and invoke the legislative immunity. The decision-making about the lottery contract is covered by the legislative immunity.
MR. BONDI: I don't think Councilman Graham is going to hide on that question.
MR. ZVENYACH: It's not about hiding. It's about whether we waive it in this and future matters. And I'm going to instruct him that the legislative immunity applies.
BY MR. BONDI:
Q Councilman Graham, are you going to follow that instruction?
A Well, I have to. Counselor, you know. I have a lawyer here for a reason, and I'm going to --
MR. ZVENYACH: Yeah, I'm instructing you not to answer that question.
BY MR. BONDI:

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Q Councilman Graham, did you give -- make any statement whatsoever during that meeting that could have been interpreted or misinterpreted as a quid pro quo, if you give me something, I will give you something?
A I don't recall.
Q You don't recall?
A That's what I said.
Q Now, I mean, that's a pretty serious allegation that people are making about you --
MR. ZVENYACH: Can I interrupt here? Because one thing I want to be clear about this. When you say "quid pro quo," you're not referring to what legally we think of as bribery; you're talking about the Latin interpretation of this for that; right?
MR. BONDI: That's -- that's correct. That's correct. Although my Latin is a bit -- is a bit rusty, as the good Judge John Bailey used to tell me when I used to appear before him.
MR. ZVENYACH: I could be wrong about it too, but at least that's my understanding.

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BY MR. BONDI:
Q Councilman Graham, making a statement of a constituent or a person in the District that if you give me this, I'll support you for this seems to me like a pretty serious thing. And I'm -- I'm just a bit surprised that you just don't recall that.
I mean, it would be like I don't recall what I ate for dinner yesterday, I don't recall what I ate for dinner last week, but I do recall that I didn't shoot my dog.
So it seems to me that asking you if you recall a "you give me this and I'll support you for this" is something pretty serious there.
Why don't you think you recall one way or another whether you said that?
A Because I -- my recollection of the meeting is entirely different than that, as I have expressed. And anything that would have been said along any of the lines that you're suggesting would have been said in passing.
It wasn't -- it wasn't a discussion that would have occurred in extenso, do you know what I'm

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saying?
Because, again, the meeting was so -- and it was at points maybe a little theatrical, it was at points maybe a bit emotional, because the posters in particular were very offensive. And, you know, and I had very good reason to believe that they had funded it.
And, also, just the whole difficulties associated with Club U were -- were really problematic for the public safety on U Street. And that's where the meeting went, and that's what the meeting was about.
I'm telling you my most honest recollection.
Q Sure, sure.
A And so maybe at the very end of the meeting, there were things said, maybe -- you know, recognizing how thin their abilities were, and if you -- if you conduct this investigation without examining closely how able these parties were, you miss the point, in my opinion, you miss the point entirely of what my concerns were.

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Because what I was concerned about was what, in fact, happened. We lost three years because this company was awarded the Metro joint development site. Three years of blight continued on U Street when there could have been solid progress, had the right party been picked.
Q And it's still not developed?
A Well, but it's happening, finally, under JBG.
But that was my fear, and I was right. And it was the concern of -- and I don't want to lose track of this. It was the concern of everybody who was at that table at Metro, everybody who looked at this. And there was only one reason that they had -- that they even got the term sheet, and that was because they offered $3 million more than the closest, you know.
There was never any suggestion that Banneker per se was able to do this.
And, you know, this is reinforced, if you will be patient with me for a moment. Chair Hudgins, who is still on the Metro board, who was

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part of all of this, part of all of this, she said, "the decision not to proceed was based upon a dramatic change in the developer's proposed price and other factors adverse to WMATA's business interests, not in the views of Mr. Graham or any individual board member."
This is an eyewitness, a participant in all these deliberations, Kathy Hudgins. She was, in fact, the chairman of the relevant committee during a period of time.
So here, you know, this is what this is about, a company that should not have been awarded this in the first place and -- but they did -- they won the award because of the high real estate value that they offered.
Even though -- and I'll finish with this. Even though at the time, I and others said bank financing won't proceed on this high real estate value. And then you compare that with their balance sheet and their financial assets, and what they had actually accomplished heretofore, that's the issue.
And please examine those things closely,

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because all of the evidence that Metro has assembled on this indicate that the problem with Banneker was Banneker.
Q Sure. And, Councilman Graham, make no mistake whatsoever that we are looking into those issues. And the difficulty here is if you and I talked about all of those issues, we'd be here for a few days. And I know you don't have a few days worth of time.
A Well, I'd give you a few days for that.
Q Well, maybe we'll come back, then.
A Because that -- that is the issue. And it's being clouded, and it's being clouded intentionally by those who don't want that to be the issue. They want something else to be the issue.
So something that may -- if you just hear me out.
Q Yes.
A Something that may or may not -- may or may not have been said at the very end of a meeting, you know, is to be the focus, rather than the merits of the application.

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And I don't -- I just don't want to lose track of this. Including, by the way, Warren C. Williams' real estate experiences, which we don't have that document, you have it. You can read the skimpy little paragraph that appears, pure rhetoric, as was the case with so much of that application.

Q At that meeting that you had on May 29, in fact, you had even a printout of Banneker's Web site, as I understand, isn't that right, and you went through some of the statements that they talked about and how you believed they were preposterous about their development experience.

Do you recall that?

A I don't. But -- I don't recall that. But I do recall the Banneker Web site, and I do recall the content of it being preposterous.

Q Okay.

A I mean, all of it was a sham.

Q And you do recall printing it out?

A No, I don't recall printing it out, honestly.

Q You don't recall putting it in --

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A I can check my Club U file.

Q You don't recall putting it in that big fat file that you had on them?

A Well, it was a big file, because it took years to get them -- to get that license revoked. It's not an easy thing to revoke an alcohol license.

Q Now, Councilman Graham, I do very much appreciate your pointing out what you think we should make sure doesn't get lost in the sight, and I can assure you that it doesn't get lost.

But I do want to ask you some more questions about that meeting, because some very, very serious allegations have been made about what may have been said at that meeting there.

Is it -- is it possible, sir, then, that in your anger, in your frustration over being called a racist in the posters that you believe Mr. Williams had some role in, is it possible that you may have said at the end of that meeting something to the effect of if you give up something, I'll support you for something else?

A I think we've already responded to that

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issue.

Q Is that no, not possible or is it possible?

A I don't have a recollection of ever saying anything like that.

Q Okay. Did you make any request of the persons in attendance at that meeting? Did you ask them to do anything?

A I don't believe I did.

Q You don't remember?

A I don't believe I did, no.

Q Did you ever suggest or imply to Mr. Williams that he should pull out of any project that was going on with the District?

A I don't have any recollection.

Q Or any project with WMATA?

A I really don't. And, again, I repeat, I am not altogether certain I had very much detail on that in my mind at that point in time.

Q Were you angry at that meeting?

A I think -- I think the way I would describe my behavior is more theatrical than

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anything else. You know, I mean, I have -- I have occasion to behave in that fashion so that my points are well understood.

And I don't know how much of that was genuine anger. I don't think very much of it at that point.

Q Sure.

A But I may have been a little bit expressive, to make the point.

MR. BONDI: David, I see you're looking at your watch. Do you want to take a five-minute break?

MR. ZVENYACH: I'm fine.

MR. BONDI: How are you, Councilman?

THE WITNESS: I'm fine.

MR. BONDI: How are you, Carmen?

COURT REPORTER: I'm fine, thank you.

BY MR. BONDI:

Q Just to be clear on that meeting on May 29, did Warren Williams' experience as a developer come up at all at that meeting?

A I don't believe so. I think the

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experience that came up at the meeting was his claim that his father had extensive development -- extensive gaming experience, and his father would be involved and that he himself had -- I don't know whether he said that he was directly involved with his father's lottery -- lottery engagement in the 1980s or not.

Q Okay. So just --

A That was the recollection that I have of the experience issues.

Q Now, folks have described that meeting as lasting 45 minutes or an hour. Is that your recollection?

A Probably.

Q Now, you mentioned that you talked about U Street club and the murder that happened there.

A Uh-huh. And the other shootings.

Q And the other shootings. You talked about the poster; right?

A I think the poster was mentioned.

Q You've mentioned that you talked about Mr. Williams' father and his gaming qualifications?

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A Right.

Q You mentioned that only very, very, very briefly did the topic of the lottery come up.

A Yes, I think that -- you know, except insofar as the family experience, you know, there wasn't --

Q Help me fill out the rest of that hour there. What other topics did you talk about?

A I think that was it. And then there may have been some closing paragraphs. But I think that was it.

Q How did it end?

A I don't recall.

Q Was it -- did it end cordial? Did it end you'll get back to me? Did it end --

A I think it ended in the way that -- if you have an opportunity sometimes to express honestly a point of view, that in the course of that expression, there's a certain amount of relief, and you feel as though -- because, again, I'd never met him.

You feel as though you've had the

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opportunity to speak to the person directly. And so I remember a relative contentment at the end of the meeting.

Q And do you remember the lobbyist speaking up on a couple of occasions, saying, well, councilman, let us get back to talking about the lottery?

A I wouldn't be -- I don't remember that, but I wouldn't be surprised if that happened.

Q Do you remember at one point you looking at the lobbyist and saying, now, who the heck are you?

A No, I don't remember that.

Q How much of the meeting -- let's just say it was 60 minutes. How much of that time, then, would have been you talking versus other people talking?

A Oh, that I don't know. That I don't know.

Q Folks have described it as a meeting in which you talked most of the meeting. Is that your recollection?

A I don't recall.

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Q More than 50 percent?

A I don't recall.

(Graham Exhibit 4 identified.)

BY MR. BONDI:

Q Councilman Graham, I'm showing you what's been marked as Graham Exhibit 4. It's an e-mail chain that was produced to us, and I'll represent to you that the oldest e-mail is the last e-mail on the chain. So it goes reverse chronological order.

The very last page -- and the Bates number range on this is WMATA-INQ 013503 through 013508.

I'll direct your attention, sir, to the very last e-mail, the first in the chronology on the very last page. It's an e-mail from Jim Link of American Capital Group sent to you on May 30, 2008 at 1:59 p.m., subject, "thank you. Dear Councilman Graham, I wanted to let you know that I greatly enjoyed and appreciated meeting you yesterday and for the opportunity you gave the Williams to engage you in the reconciliation."

A See, there you go.

Q "I found the meeting to be productive, and

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I look forward to discussing next steps."
A Right.
Q "Feel free to contact me any time," and it gives his cellphone.
A Right.
Q What did you understand Mr. Link to mean when he says "look forward to discussing next steps"? Next steps for what?
A I don't know. I think -- I think it's important to note that he talks about reconciliation, because that confirms what my recollection of the meeting was.
Q Have you ever seen this e-mail prior to today?
A I think, didn't this come from us?
MR. ZVENYACH: No, this is the -- this did not come from us.
THE WITNESS: Didn't come from us?
BY MR. BONDI:
Q In preparation for our meeting today --
A I think Jo-Ann Armao has this e-mail.
Q Who is that?

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A Washington Post editorial writer. I think she has this e-mail.
Q Now, Mr. Graham, prior to meeting with us today, did you go back and look at any e-mails?
A Yes, I looked at -- I examined the contents of your subpoena request, yes.
Q And you reviewed the e-mails that you produced to us?
A Yes.
Q And was this one of the e-mails that you reviewed?
A I guess not.
Q Okay. But --
A Because I see now the period of time it's from.
Q When was the last time you recall seeing this e-mail? Was it this calendar year?
A Yes, I think so.
Q It was this calendar year?
A Yes, I think it was.
Q In what context?
A I think it was Jo-Ann Armao from The

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Washington Post.
Q She showed you a copy of this?
A She didn't show me copies, but I think she sent me the content.
Q And, Councilman Graham, you will see that you responded to Mr. Link's e-mail. He sends his e-mail on Friday, May 30 at 1:59 p.m., you respond the Monday, June 2, 2008 at 8:12 a.m.
And you say, "thanks," and you write one line. "Do you think they will do anything?"
A Right.
Q What did you mean when you said, "do you think they will do anything"?
A I really don't know. I really don't know what that refers to. That's the e-mail that Jo-Ann Armao showed me.
Q You have no recollection on what you meant there?
A No, I don't.
Q Do anything with respect to what?
A I don't know. I don't know what that is referring to.

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Q WMATA? WMATA?
A I don't know.
Q Could it have been WMATA?
A I don't know.
Q Who is they?
A I don't know.
Q You have no understanding what the context of your statement there would have meant?
A I don't know.
Q Okay. Now, Mr. Link responds back to you that same day, on Monday, June 2, 2008.
A Right, right.
Q And he says, "yes, wheels are in motion. Everyone took your concerns seriously. I would like to discuss with you and/or Calvin at a time convenient for you, thanks very much."
Now, he responds back, "wheels are in motion. Everyone took your concerns seriously."
What did you understand him to be meaning when he wrote to you in response to your inquiry of "do you think they will do anything" that "wheels are in motion"?

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A I don't know.
Q Wheels for what?
A I don't know.
Q Now, Councilman Graham, in response to his wheels in motion, you write back to him, Tuesday, June 3, 2008, 7:54 a.m., from yourself to Mr. Link.
You say, "I will be gone from the 6th to the 16th, but I am sure nothing will happen during that time."
A Hmm. I have no idea what that --
Q What's the nothing will happen in that time?
A I don't know.
Q Nothing with respect to WMATA?
A I don't know.
Q Could you be referring to something that dealt with WMATA there?
A I don't know.
Q And where were you the 6th to the 16th?
A It could have been referring to the lottery contract, though.
Q Okay. What --

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A I don't know, but I can check that.
Q How would you check that?
A I don't know. I could check my calendar for that date to see where I was.
Q Would you do that for us?
A Sure, I will.
Q Okay. And, Councilman Graham, as we talked about earlier at the start, when we talked about the dates, you will notice that the motion to defer the approval of the selection of the developer occurred April 29 -- April 24, 2008.
A Right.
Q And then the approval happened June 26, 2008.
A Yes.
Q Does that refresh your recollection as to what you mean by "but I'm sure nothing will happen during that time period"?
A No.
Q It doesn't?
A No, it does not. But I do want the record to reflect on June 26, I voted in favor of the

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Banneker proposal.
Q And we're going to get to that in a moment there.
A Okay.
Q I'm glad you mentioned that. Now, Jim Link responds to your e-mail on June 11, 2008 at 12:31 p.m., and he says, "Councilman Graham, I know you're out of town." You were on vacation or traveling? Do you recall?
A I don't recall.
Q Okay. He says, "I know you're out of town, but hopefully you are checking e-mail." First paragraph he says, "we looked into the questions you asked."
Do you -- do you understand what he means by question you asked?
A I think this could very well be the follow-up. This could very well be the follow-up that he's talking about, what next steps.
And now that you show me this e-mail and refresh my memory, this could be the follow-up here, is that he had promised to look into this to

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determine whether or not, in fact, the allegation -- the thoughts that were in my mind were true.
And here he's giving me the information that he found. Because Jim Link had no involvement whatsoever with these earlier events.
So this is probably what's being referred to as the next steps and the follow-up.
Q Is that what you're surmising, or is that what you're recalling?
A I think that's what it appears to be right here.
Q Is that what you're recalling or surmising?
A This is refreshing my memory, and it appears to be just that.
Q And that's what you're recalling?
A Now that I see this e-mail again.
Q "As you know, Warren Williams spoke emphatically that he had absolutely no involvement in paying for, producing or promoting the racist posters that were painted of you." Right?
A Right.

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Q And that was one topic you discussed at the meeting?
A That's true.
Q Second, he says, "Warren spoke of his father, who said he did not know about or pay for the posters."
A Right.
Q And you said you had spoken about Mr. Williams' father; right?
A Right.
Q And he says, "while he couldn't speak for his partner, Paul, who is deceased, no one believes he would have paid for them either."
Do you remember speaking about a gentleman named Paul who is deceased?
A No, I don't recall that.
Q And he says, "Warren also spoke to Sinclair Skinner, who denied putting the posters up or paying for them to be produced."
A Right.
Q Do you remember talking about those posters on the May 29 meeting in your office?

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A Uh-huh, uh-huh.
Q Do you remember mentioning Sinclair Skinner in that meeting?
A Uh-huh, uh-huh.
Q Is that a yes? I'm sorry.
A Yes, yes.
Q Sorry, I don't remember to -- remember the ground rules, you have to say yes.
A Got to say "yes" when it's yes.
Q And Mr. Link says, "he did not have a newspaper at" -- excuse me, "he did have a newspaper at one time that he was the editor of called The Georgia Avenue Defender and does remember his editorials that were critical of you and which spoke of gentrification. But that was the extent of his actions."
A Uh-huh.
Q Do you remember talking about Mr. Sinclair's newspaper?
A No, not about his newspaper. But I remember -- I'm sure Sinclair was mentioned in the discussion.

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Q Okay. Next paragraph says, "the Williams family confirmed with me that no family member ever made a contribution to the campaign of Chad Williams, who challenged your seat."
Does that refresh your recollection that the campaign of Chad Williams was discussed in your office on May 29, 2008?
A It may. It may have refreshed my recollection. But it's not quite accurate.
Q What's not quite accurate?
A Because, in fact, the -- well, this gets into the lottery contract. I'm not going to answer. I'm not going to delve that deeply into the lottery contract at this point.
Q I think we were talking about Chad Williams and the statement of the Williams family.
A Right, but it refers -- the answer -- I'm just going to say for the record that there is a problem with this statement, and that's all I'm going to say about it right now.
Q Do you want to confer with David and --
A No, I'm just not going to say anything

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further. I don't need to confer.
Q How does it have to do with the lottery contract?
A Because it -- the fuller answer to this would discuss situations regarding the lottery contract.
MR. ZVENYACH: If I could just take a minute. Actually, can we -- can we take a break?
MR. BONDI: Off the record for five minutes.
(Recess.)
BY MR. BONDI:
Q Back on the record. Just generally, Mr. Graham, do you remember talking about Chad Williams during the meeting on May 29 in your office?
A I don't think so. I don't think Chad Williams was ever mentioned.
Q Chad Williams was a challenger; correct?
A Oh, I know who Chad Williams is. I know who Chad Williams is.
Q I just wanted to make sure I knew who Chad

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Williams is.
A But I don't recall -- I don't recall his name being specifically mentioned.
Q Okay. Now, Mr. Link says, he goes on in his e-mail to you, "I realize that you have had doubts about these matters, but these are the answers I have received, and those who have been asked these questions stand by what they say emphatically."
And if you flip the page to the end of his e-mail, he says, "as for Metro, there are a number of factors that make it impossible for us to even consider accommodating your request."
A Uh-huh.
Q What did you understand Mr. Link to mean when he wrote that?
A I don't know what he meant by that. I do know that in my subsequent e-mail, I have a response to it.
Q And I want to get to your subsequent e-mail, but I don't want to leave off of this one.
A So I had a response to it, which, you

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know, I think answers whatever question that there is here.
Q Well, let me ask you, though, Mr. Graham. Did you have any communications or meetings with Mr. Link beside the meeting in your office on May 29?
A Not to --
Q Did you meet with him on other occasions?
A Not to my knowledge, no recollection.
Q And as I understand what you're communicating here in this e-mail chain concerns the meeting that you had in your office on May 29, 2008?
A I believe it does. I believe it does.
Q Now, Mr. Link was not involved, as I understand, in the Metro development contract?
A I don't know what Mr. Link's involvement was in anything.
Q Okay. Mr. Graham, why would Mr. Link raise this point, "as for Metro, there are a number of factors that make it impossible for us to even consider accommodating your request"?
A Maybe this is a misinterpretation of

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something that was said at the prior meeting.
Q Maybe something related to Metro?
A Maybe.
Q Okay.
A But I don't know. You'd have to ask Mr. Link.
Q And we will.
A Okay.
Q Does this -- does this, though, Mr. Graham, refresh your recollection that Metro was a topic that was discussed in your office on May 29, 2008?
A I don't have any specific recollection of any discussion of a Metro issue. If there was one, it was said in passing. It was not something to which there was any emphasis given whatsoever.
Q Do you recall something being said in passing?
A No, I do not.
Q Because you keep going back to saying it might have been said in passing, and I just wanted to see if there was a recollection of you saying

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something.
A I'm allowing for the possibility that I don't remember everything that happened in every meeting four-plus years ago. And so, you know, but whatever -- if something did occur, it was said in passing, it was not something on which there was any emphasis given.
Q Okay.
A And it may have been misinterpreted.
Q Misinterpreted by the audience?
A May have been misinterpreted by the audience.
Q Okay. And --
A And subsequent events suggest that to be the case, because a few days later, you have me voting in favor of the Banneker proposal at the board meeting.
So if I -- if this was -- if I was to follow from this, you know, the way you might think I would proceed from this, there would be -- there would be an abstention or a "no" vote on June 26. And, in fact, I voted in the affirmative.

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Q Is it fair to say that while you don't recall what was being -- while Mr. Link wrote this, "as for Metro, there are a number of factors that make it impossible for us to even consider accommodating your request," is it fair to say, though, at the time you received this e-mail, you knew what he was talking about?

A Well, I think that my subsequent e-mail answers that question, I really do. I really do. And it's -- I address that issue that he raised.

Q But -- but that doesn't answer my question, Councilman Graham. My question is is it fair to say that at the time you received this e-mail from Mr. Link, you knew what he meant by "as for Metro, there are a number of factors that make it" --

A That, honestly, I don't recall. I don't know.

Q Let's talk about that subsequent e-mail, your response. You respond to his e-mail -- his e-mail was dated June 11, 2008 at 12:31 p.m.

You respond to his e-mail on Wednesday,

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June 11, 2008 at 2:26 p.m., saying -- taking the items it seems that he raised somewhat one by one.

First you say Sinclair was seen putting up the posters. Was that in response to his paragraph about Warren also spoke to Sinclair?

A It was in response to his factfinding, which was one of the, I think, next steps from the meeting. Mr. Link may have volunteered to do some factfinding to see what the truth of the matter was.

Q Okay. And then you say, "I would rather not continue this on e-mail."

A Right. Because I had said -- I was so frustrated and upset over the whole Sinclair Skinner -- and more importantly than Sinclair Skinner and the posters, which was directly related to Club U, by the way, it was the Club U situation which I found still very upsetting at that time.

And so, you know, that's -- you know, it's enough already, as far as I was concerned.

Q Well, is that what you said, Councilman Graham? I mean, you said, "I would rather not continue this on e-mail."

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A Right, because it took too much time. It took too much time to write all of what I had said, you know, in terms of a meeting that had lasted many minutes on this very subject.

I wasn't going to regurgitate all of that.

Q Now, there are reporters that have -- I'm sure you've seen, that have made quite a bit of issue over this e-mail. And my question to you is is there anything nefarious to read into that statement of --

A Nefarious?

Q -- "I would rather not continue this on e-mail"?

A Nefarious?

Q Yes.

A Nefarious?

Q Yes. Is there anything?

A No, no. Because I never had any conversations with Jim Link.

Q Now, you continue your e-mail, "I will check on the Examiner. I know I didn't speak to them." And we didn't talk about that paragraph in

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Mr. Link's original e-mail, but Mr. Link in his last paragraph had referred to his communications person, Crystal Wright, receiving a call from a reporter from the D.C. Examiner who was asking questions about the meeting and seemed to know a great deal about what was said. Right?

So you respond to that here by saying, "I will check on the Examiner." Is that fair to say that you're replying to that paragraph; right?

A Uh-huh.

Q Yes?

A Yeah, I think so.

Q And the last sentence you say is, "the rejection of your application at Metro (which has not been approved" --

A Which was true, it hadn't been acted on yet.

Q -- "is necessitated not by any of this but by other factors relating to the application."

A That's right.

Q What did you mean by that statement?

A I think I was referring at that point to

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the issue of qualifications of Banneker. And, again, I didn't know what relationship Jim Link had with any of that.

But he had raised the issue of Metro in his e-mail, and I was responding to what he said.

Q And Mr. Link's question -- or statement in his e-mail was, "as for Metro, there are a number of factors that make it impossible for us to even consider accommodating your request."

A Right.

Q Now, I'm curious, Councilman Graham, your response isn't "I don't know what you're talking about" or "what request do you mean" or "I never made a request." But your response is, "the rejection of your application at Metro, which has not been approved, is necessitated not by any of this but by other factors relating to your application."

A I think I'm referring to the qualifications issue.

Q Okay. Is it fair to say from your response, then, that at the time that you responded,

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you knew what he was talking about when he said "your request"?

A No, he -- he raised the issue of Metro in his e-mail, and I'm responding to the issue of Metro that's in his e-mail.

And, again, I repeat that if there was something said about Metro in this meeting on May 29, it was said in passing. It was not something to which there was emphasis given or any kind of real discussion accorded.

And I think it might very well -- had it occurred, it might very well have been subject to misinterpretation.

But my comment here was, again, raising the issue of the qualifications of the bidder. That's all I can say about this. If I had a -- you know, and there are others that do not recollect anything like this being said. There are those who definitely recollect something being said.

And so I don't know.

Q Who doesn't recall -- excuse me.

Who doesn't recollect things being said?

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A Well, Calvin Woodland has no recollection of that.

Q How do you know that?

A Because I've spoken to him.

Q Okay. Who else doesn't have any recollection?

A And you've interviewed him.

Q Who else doesn't have any recollection?

A And I believe Hernandez has no recollection.

Q How do you know that?

A Because he's spoken to me.

Q And you spoke to both of those gentlemen before or after their interview with us?

A Oh, I didn't know you had interviewed Hernandez. But he was -- in addition to that, and you don't have the version of that sign-in sheet that I meant for you to get. But there is also folks -- who was the lottery contract winner? Intralot. Intralot?

There is a notation which I will give you from the executive at Intralot saying nothing

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inappropriate happened at this meeting. And so I'll get you that.

So there are three -- three statements that I'm aware of where they say there was nothing like this occurred.

Q And, I'm sorry, there was a -- the sign-in sheet that's Exhibit 3 that we showed --

A I'll get you the other -- there's another version to the sign-in sheet.

Q Are you saying, sir, that there was another person at this meeting who is not reflected on this?

A No, I'm not. I'm saying I made a note of a person's name with his phone number, and the quote from him saying that nothing inappropriate happened at this meeting.

Q If he wasn't at the meeting --

A Intralot.

Q If he wasn't at the meeting, how would he know?

A I recall discussing this with him, and he may have spoken to people who were at the meeting

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who assured him that was the case. But I'll get that for you, and you can ask him.
Q I want to go --
A So there's three -- as far as I know, there are -- there are one, two, three, four persons who don't recall this happening, and there are several others who do recall it happening.
And that leads me to believe, quite honestly, that this was something that was said in passing, if it was said at all.
Q Okay.
A And it wasn't one of those things that, you know -- I do now remember that the next steps that I was interested in having were, you know, Jim Link's -- apparently, Jim Link's factfinding on what actually occurred.
Now, he does not address the lease issues at Club U. There is nothing in here about the unpaid rent in here. And I think that was part of what I was interested in finding out more about.
And I didn't find that out until later.
Q Councilman Graham, though, I'm still

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having a hard time, and you'll have to help me with this one, is that statement that Mr. Link says in his e-mail.
"As for Metro, there are a number of factors that make it impossible for us to even consider accommodating your request."
A Right, right.
Q Now, if you had not made a request at that May 29 meeting that happened just a few days before this and he sent you this e-mail here, why do you respond to that statement with a statement that says, "the rejection of your application at Metro, which has not been approved, is necessitated not by any of this but by other factors relating to the application"?
Why didn't you say --
A It's hard --
Q -- I don't understand what you mean by request?
A Again, you know, sometimes -- and let me see if I can explain this a little bit more, if you don't mind, Mr. Bondi.

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Q Please.
A Is that there's -- I have learned -- I've been in office for 14 years. This is my 14th year. And I've had this experience previously, where something is said to which you don't attach any significance whatsoever but the people who are in the room attach great significance to.
And I wonder whether that's not the case here, that something that was said, again I use the phrase "in passing," that they glommed onto, and this is what we've got to do, we've got to run out here, and I see -- I've seen the energized e-mails of Scott Bolden and all of the bombastic statements that are contained in there.
And I think that's what may have happened here, honestly, is that something that I didn't consider to be serious, you know, but may have been said is then emphasized and reemphasized and discussed and things being drafted and everything else.
And I think, you know, this is a plausible explanation for what happened.

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Another plausible explanation may be that I was referring to the fact -- and, again, I'm just -- this is conjecture on my part, is that I may have been -- with very much their thin qualifications in mind, which by any close examination certainly were, you know, I may have thought that this was just too much for them to handle, and that doing all of this would have been overwhelming and that it would have affected the quality of the work. You know, that may have been a possibility.
So -- but this is just conjecture on my part.
But I don't -- you know, to make this into something that, you know, a lot of time was spent, a lot of emphasis, and we want you to -- you know, this is going to only work if -- you know, nothing like that occurred, nothing.
So that's the best I can do on that series of questions, and I can certainly appreciate why you're emphasizing them, but I just -- I just don't have a better response than that.

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Q Sure.
A It's not anything that has stuck in my mind from that meeting.
The other things that you mentioned have definitely stuck in my mind from that meeting, but not that.
Q Councilman Graham, this file that you kept on Williams and U Street and Club U --
A I wish you wouldn't put it that way. I kept no -- I had a file which was part of an -- a license revocation, a license revocation, you know. And I was a member of the alcohol oversight committee at that time, and I was the ward council member for this year.
I wasn't keeping a file like it was, you know, a -- a dossier, you know, in somebody's background. This was all part of an official record that pertained to a revocation of an alcohol license.
Q It was something you were --
A And you're trying to imply it was something else, which is just so off base.

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Q It was something, though, that you yourself referred to as having a big fat file on --
A But I do have a big fat --
Q On Williams?
A No, on Club U, not on Williams.
Q Not on Williams.
A On Club U. Because Club U was more than Williams. Club U was its employees. Club U was the bouncers. Club U was the bartenders, you know.
Q And did you have that file in the meeting with you on May 29?
A I may have.
Q Do you still have that file?
A I believe I do.
Q Could we get a copy of it?
A Well, I don't think that's pertinent, but I'll look at it.
Q Why don't we take a couple more seconds before we take a break here.
Councilman Graham, obviously, you understand why we're having to ask these questions and the sensitivity to them and the focus that has

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been made on this meeting and what may or may not have been said.
Is -- is there any documents or persons or evidence, aside from the documents that you've already produced and the persons who were at that meeting on May 29, that you think we should consult?
Are there persons we should talk to? Are there documents that you have? Are there talking points from that meeting that you might have that you can give us, anything at all, to help us understand really what really was said at that meeting on May 29?
A I think by this time, you should know what was really said, because I think you should know that this was not a subject that was discussed in any depth whatsoever, if it was discussed at all.
And there are no talking points. I took no notes during the meeting. I've provided you with all of the documents that I have, even to the point of giving you Metro documents, which, quite frankly, I had assumed you had, but I wanted to be sure that you had them.

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Q Uh-huh, uh-huh.
A And we have scoured the e-mails, not only of myself but my staff, and so we have been forthcoming in every regard.
Q And in that regard, have we been thorough in our request for information? Have we asked for all the information that you have that you believe is pertinent here?
A My God, I can't imagine a more thorough request than what you presented to me.
Q I can't imagine a better compliment, then.
A Right, no, we have done the very best we could.
Q Okay.
A Because there's nothing here to hide.
Q Sure.
A You know, I mean, the worst case here is a remark made in passing that people attached great significance to, you know, and proceeded to make more of than was ever intended, you know.
And that's -- I think that's the worst case. And then the fact that it was followed by an

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affirmative vote for the application on June 26, which is less than a month later, considering the fact, as you've reminded me, I'm out of town for 14 days, really tells you that I wasn't -- there was nothing here that was impactful in terms of my final decision on how to vote as a Metro board member.

Q Let me ask you this.

A You are aware of this vote on June 26?

Q And we're going to get into that.

A Oh, oh, you're going to get into the vote. Okay.

Q We've got a ways to go, and I -- but let me ask you this. If it were the case, Councilman Graham, that you had made a comment, however in passing, about "I'll support you for this" or "I'll consider supporting you for this" or "it would help my decision if you were to back out of the Metro project," if you had made a comment like that, do you think that that would have been an appropriate comment to make for a Metro board member?

A Well, you know, I don't -- I can't really say. I haven't -- I'm not that familiar with the

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standards of conduct that were in place at that time.

I don't -- I don't think that there was a suggestion that my support of Metro would be in any way influenced. And I think that that's confirmed in the e-mail.

This is not artful language. You know, by the time -- I write e-mails very hurriedly, so I wouldn't read into this too much.

I can see that I haven't read -- I haven't written this very well. But this is clearly a reference to the qualifications of Banneker and its partners. And so that's what that is.

And while I -- even when I had these reservations, though -- and I had them from the very beginning because of the nature of the application that was submitted, and, in fact, every member of the board had the reservations that I had -- I ended up supporting it.

Q Now, one thing that puzzles me. Going back to our chronology, you talked about April 24, 2008 was the committee's decision to defer the

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approval.

A Right.

Q And then the approval happens June 26, 2008.

A Uh-huh.

Q Your e-mail to Mr. Link was June 11, 2008, in between those two times. And I'm puzzled because you say, "the rejection of your application at Metro, which has not been approved, is necessitated not by any of this but by other factors relating to your application."

A Uh-huh, uh-huh, uh-huh.

Q Mr. Graham, the application hadn't been rejected by Metro?

A No, no, it hadn't.

Q Why are you --

A No, it hadn't.

Q Is this a prediction to Mr. Link that the application was going to be rejected?

A No, no, no, no, no, no. That's why I'm saying, this is not artfully written. This is not artfully written at all. And, you know, I can see

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that right now, as I read it.

You know, it should have been read -- it should have read differently than what I wrote. And so if you want to make a great deal of that, you can.

But the facts speak for themselves, and the facts indicate that on June 26, I voted in favor of the agreement, of the term sheet. And so --

Q Do you think it was appropriate prior to the Metro board vote on June 26, 2008 for you to say this to a developer who was before it?

A It should have read the possible -- or the rejection of your application, should it occur, although it hasn't been, there's been no action.

You know, as a lawyer, I would have -- you know, if I was thinking that this would be examined in a deposition in July of 2012, I think I would have written this differently. But this was dashed off, if you will.

I mean, the point of it was to say that if and when the application is rejected, it would be on other grounds, having nothing to do with what was

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discussed in this meeting. That's the point.
And I'd really prefer that you not read too much into a hurried e-mail response, you know. But that's up to you.
Q Last question and we'll take a break. Did you have any communications with any of your other board members at this time about your discussions with Mr. Link --
A No.
Q -- concerning the Metro project?
A No, no, no.
Q Why not?
A I don't recall any discussions with any board members about this, outside of the meetings.
The only one possibly would have been Neil Albert, and that was relating -- was it Neil Albert or was it Moneme? Let me see here. Moneme, Moneme. That would be relating to the mayor's interests in all of this.
But not this. I don't recall any discussions with any of them about this, nor any mention of it.

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MR. BONDI: Okay. Why don't we take a five-minute break.
(Recess.)
MR. BONDI: Back on the record. And I understand David has a stipulation.
MR. ZVENYACH: Sure. I'm going to stipulate for the record, for the purposes of this deposition, that the Williams campaign, the Chad Williams campaign, may have been involved in the decision-making process for the lottery contract.
MR. BONDI: And, David, I have no reason to come back to that topic, so I appreciate the stipulation.
MR. ZVENYACH: Okay.
BY MR. BONDI:
Q Mr. Graham, we had been talking about May 29, 2008 and the follow-up. And I wanted to get into the meeting that occurred of the Metro board on June 26, 2008, where the board unanimously moved to approve --
A Uh-huh, the term sheet.
Q -- the term sheet. Councilman Graham, why

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did you vote in favor of that?
A Well, I was very much influenced by the -- and I don't -- I meant to get the dates on all of this, but I don't have this date with me.
But I was very much influenced by the addition of Metropolis to the transaction. And Metropolis, again, was -- like Donatelli, was an achiever, a proven achiever with Metro.
They had developed the Langston Lofts project at 14th and V. I knew Merrick Malone well from that -- those -- that transaction.
But more importantly, you know, it was about the construction expertise, something that everyone on the Metro board, as I recall, had questions about regarding Banneker.
So with the addition of Merrick Malone and Metropolis, I felt a pretty good level of comfort.
Also, there were -- there was language added, as you know, to the -- to the approval regarding ethical standards, and that gave me additional comfort. And affordable housing. And, you know, I continued to have issues regarding the

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financial viability, but I thought Metropolis was a good addition.
(Graham Exhibit 5 identified.)
BY MR. BONDI:
Q Councilman Graham, I'm showing you what's been marked as Graham Exhibit 5, which is a -- which is an e-mail chain beginning at the bottom by Nate Bottigheimer to --
A Nat.
Q Excuse me, Nat, sorry. Nat to two people, yourself, and who is that other name there on the "to"?
A Emeke Moneme, who was the other voting member.
Q From D.C. at the time; right?
A Right.
Q And he was ultimately replaced by Neil Albert?
A That's correct.
Q Cc Carol O'Keeffe, who is the general counsel of WMATA, and Jack, is that pronounced --
A Requa.

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Q Requa. And in it, Nat discusses the proposed language for the Florida Avenue item, and he shows you the motion.

Is that -- was that the norm at the time that the proposed language for the motion prior to a meeting would be sent to the board members?

A Uh-huh, yes.

Q And I'm -- I didn't quite understand your response to that e-mail, dated 6/24 at 10:14 p.m. at night, about four minutes after he sent his e-mail.

You said, "one half unacceptable. I want language on the specific responsibility for construction of the building."

A Correct, right.

Q What did you mean by that?

A What I was referring to in that case, there was -- there was an effort made which I think was ultimately unsuccessful to grant the construction responsibility to Metropolis.

In other words, the concerns being so serious about Banneker's ability that the agreement would actually vest in them the power, if you will,

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to make construction decisions.

And this is something Metropolis wanted, as I recall, and something that Banneker didn't want.

Q Okay.

A I mean, Banneker was in a situation -- and this occurred over and over again, frankly, in this deal -- where they really didn't have the ability but they insisted on making the decisions.

And what they could have done would be to have taken an approach that recognized their limitations and provided the responsibility to others in those areas, and this all could have proceeded more successfully.

But that's what I was referring to.

Q And so you wanted that as part of the term sheet?

A I was trying to get that as part of the term sheet, yes, I was.

Q Okay. And just so I'm clear, though, in your response, you say, "one half unacceptable." That just -- that first sentence there, "one half

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unacceptable," what do you mean?

A That was referring to the fact that there was nothing on their responsibility for the construction decisions.

Q You mean one half of the motion was unacceptable or one half --

A No, it didn't cover the second sentence, the content of the second sentence. So, in other words, this was fine as it was, but it didn't go far enough. That's what I read it to be in hindsight.

Q I see, thank you. And so you asked for the specific responsibility for the construction to be vested in Metropolis; right?

A Uh-huh, right.

Q And then there's a response from Nat, "thanks very much for that feedback, councilman. I'll try to propose more specific language tomorrow morning with any suggestions."

Did he ultimately come back with language to your satisfaction?

A I don't -- I really don't recall. I really don't recall what happened to this issue.

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Q Okay.

A I don't remember it being successfully resolved.

Q Okay. Now, you had mentioned a little bit earlier about concerns and factors that you wanted reflected in the term sheet.

A That's right.

Q And I just want to make sure I got all of them. Guidelines for business ethics, was that -- that was one?

A Uh-huh.

Q Affordable housing, another one?

A Yes, yes.

Q And clarity of roles and responsibility of the development team; right?

A Right, right.

Q Anything else that I'm missing on --

A No, business ethics and integrity requirements was something else, apparently. All of that was incorporated into the -- into the motion, I believe.

Q Okay. And with those incorporated items

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in the motion, you felt like you could support it?
A And with Metropolis --
Q And with Metropolis?
A -- in the deal, which was always the key issue, always.
Q Okay. Now, on the meeting of June 26, 2008, did you walk out to the audience and sit next to Omar Karim?
A My goodness, I don't remember. No, no.
Q Do you remember walking over to Omar Karim and saying, "you need to come see me"?
A No.
Q Do you remember having any conversations in and around that meeting on June 26 with Omar Karim saying --
A Before the vote?
Q Before or after the vote, where you asked Mr. Karim to come see you.
A I really don't. I'm not saying it didn't happen, but I really don't recall.
Q Is it -- at any point, do you remember asking Mr. Karim -- at any point in time asking

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Mr. Karim to come see you?
A The recollections that I have of the meetings, and there was really only one that I remember, there was only one meeting with Omar Karim, was at his request. And there is a documentation for him requesting it, which I've submitted to you.
Q Now, Mr. Karim recalls three meetings with you.
A Three meetings.
Q First meeting he said was in your office at the D.C. council.
A What was the date of that meeting?
Q He believes it was in and around this time period of June of 2008. He recalls a second meeting at LaHalles, the French restaurant.
A LaHalles.
Q You can see my French is even worse than my Latin.
MR. ZVENYACH: I always thought it was LaHalles.
BY MR. BONDI:

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Q A second meeting. And then he recalls a third meeting with you and some members of your staff at Busboys and Poets. Do you recall any of those meetings?
A I don't recall meeting with him in my office, but maybe there's something that could refresh my memory about that.
I do remember the lunch at LaHalles, and I don't have -- I don't recall the Busboys and Poets, but maybe there's something you can ask me that will -- I've heard -- I've seen that referenced elsewhere, and I've tried to think about what that was about. But I don't know.
Q Have you ever been to Busboys and Poets?
A Oh, yes, indeed.
Q Your lunch at LaHalles, was that a lunch that you initiated or he initiated?
A Well, I don't have it with me, but I gave you the date of that. It was 2009, I think. And there was a memo requesting the meeting or the luncheon meeting. I think that refers to the LaHalles lunch.

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Q Or could it have referred to the Busboys and Poets?
A Or maybe that. I'd have to go back and figure that out.
Q Okay. The reason I ask is the chronology, as I understand it, may have been a meeting in your office, followed by a lunch at the French restaurant across the street a couple weeks later.
A A meeting in my office first and the same day go to lunch?
Q He recalls a couple weeks later. And then a meeting in September of 2009, which corresponds to that calendar entry at Busboys and Poets.
A That he requested?
Q That's correct. Your meetings with him in 2008, right around the same time that they were first selected as the "selected developer" for the Florida Avenue project and around the time of this June 2008 approval meeting, what did you discuss with Mr. Karim?
A I don't know, I don't know. If you've interviewed him, perhaps you can tell me what he

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says we discussed. I don't have a recollection offhand.
Q Okay. Would you have discussed the Florida Avenue property?
A I should think. I had no other relationship with him.
Q Do you recall ever asking Mr. Karim to consider getting LaKritz Adler involved?
A In 2008?
Q That's correct.
A I think that may have occurred -- I don't remember the exact date, but I think that may have occurred after Metropolis withdrew.
Q In 2009?
A Yeah. I wouldn't have had any discussion with him on that subject until after Metropolis pulled out. And Metropolis, of course, pulled out for the same reason as Donatelli had pulled out, that they had no confidence in Banneker's ability or experience for a project of this type.
Q Why would you opine or suggest to him to get LaKritz Adler involved?

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A During this period of time, there were various messages to me from the Fenty administration that they wanted this deal to work and that it should be done.
And these messages came from various people, including the mayor himself, who I think on really several occasions said to me, work it out, make it happen, which was his general approach to this type of thing.
And I think there may have been a time when -- Metropolis had withdrawn, and I don't know whether Bank of America LLC, which was another hokey thing, because it sounds wonderful, Bank of America LLC, but, in fact, it was two people with no development experience. It was superficial, as the board itself realized later on.
And so I think there was a desire -- there was a terrific commitment to Banneker by the Fenty administration, which was well displayed in a number of ways, and that commitment was communicated to me very, very definitely.
And it was said in the sense of, you know,

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put together a deal here that has a possibility of working. And it was in that context, I'm sure, that I would have made a suggestion such as what you have indicated.
Q Now, just so I understand, you said that the Fenty administration had a commitment to Banneker that was displayed in a whole host of ways.
A Right.
Q Help me understand, what were those ways? How did the Fenty administration express their support for Banneker?
A Well, there was some $84 million worth of contracts that were shepherded through the D.C. Housing Authority, which was very unusual at the time, because the D.C. Housing Authority was not -- their contracts were not subject -- actually, it was not through the D.C. Housing Authority, it was through a for-profit subsidiary of the D.C. Housing Authority, which still exists.
And by using the for-profit subsidiary, the council was bypassed in terms of its approval of a contract in excess of a million dollars.

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This -- this was the subject -- and I think didn't we submit a lot of articles on this? There was a lot of press right at this period of time on all of this, Nikita Stewart, Washington Post, and there was ultimately council hearings and the investigation into all of that.
So that's what I'm referring to is there was plenty of evidence of a determined interest by the Fenty administration to supporting Banneker, even though, if I may add --
Q Sure.
A Even though their experience and qualifications were thin.
Q Was there any commitment displayed by the Fenty administration with respect to Banneker developing the Florida Avenue project?
A Absolutely.
Q What was that?
A Well, I mean, there were direct communications from the mayor and from his -- from his members of his administration.
Q The mayor to you?

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A To me.
Q What did Mayor Fenty say to you with respect to Banneker and the development of the Florida Avenue project?
A Make it happen, put it together.
Q When did he say that to you?
A I think it would have happened after Metropolis withdrew. And there was a hiatus when there was no experienced construction company involved in the deal. And it was, get together with Omar, figure it out. Figure it out.
Q And that's what you did, you got together with Omar?
A That's what I tried to do.
Q That's when you suggested to bring in LaKritz?
A Because there was nobody else. LaKritz had submitted a proposal, and I thought that they could have worked together and they would have gained the expertise. I think LaKritz ultimately said no for the very same reason that Metropolis said no and Donatelli said no.

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And please don't overlook this, because you've got one, two -- and you've got a fourth. You've got Donatelli pulling out because he doesn't have confidence in Banneker. You have Metropolis pulling out because he doesn't have confidence in Banneker.
You have LaKritz saying no because they don't have confidence in Banneker, and you have Josh Kern, who was one of the original partners, pulling out because he didn't have confidence in Banneker.
So you don't have to listen to Jim Graham or pay any attention to the board votes on all of this to come to the conclusion that the problem with Banneker was Banneker.
Q Mr. Graham, you believe that Metropolis pulled out and that had nothing to do with the death of its CEO?
A No, because Merrick Malone -- I knew the CEO. Merrick Malone was the principal on this deal. He was still very alive at this point.
Q You didn't believe that the death of the CEO had nothing to do with --

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A He told me. He told me. I don't know whether it had nothing to do with it. But the fact of the matter is I was told at the time -- that's what this whole discussion of definition of responsibilities was about, was the request by Merrick Malone saying, yeah, I'll be in this deal if I have the authority to make it happen. If I don't, I don't have any confidence in working with Banneker.
Q Councilman Graham, did --
A I hope you're hearing what I'm saying.
Q I am, and I appreciate that.
Councilman Graham, did you ever at any point suggest to any of the partners that Banneker had -- including Metropolis or Donatelli or any of the proposed partners like LaKritz, did you ever suggest to any of them not to do business with Banneker?
A No. In fact, I was relieved to see Merrick Malone involved in the deal. That was my yes vote here in June of 2008.
And Donatelli had pulled out before the

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presentation. He had pulled out before there was anything -- before they went before the --
Q And you had no conversations with Donatelli prior to them pulling out?
A Not to my recollection. And I know from conversations with Donatelli at the time, after -- not before, but after he pulled out, that his -- I know what the basis was for his decision, and it's what I've expressed to you. And it was -- whatever they're saying to you, this is what the deal was.
In terms of Metropolis, it's apparent from all this discussion about delineation of responsibilities that I'm accurate in what I say here.
Keep in mind -- may I say one other thing? Please keep in mind one other thing.
This had been a parcel that I had been very involved in. And we haven't gone into all those details, and we don't need to. But from the time I was on the Metro board, you know, I zeroed in on three Metro parcels. This was one of them.
And there was a claim of ownership and

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there was a lawsuit, and I think it went to the D.C. Court of Appeals and back. And, you know, there was a huge amount of engagement with this, because I saw the development of this Florida Avenue site to be critical to the east side of U Street.

This is something I put an awful lot of effort into. And to see it awarded on the basis of just coming in and saying we'll give you $14 million for the land being the principal factor, what's -- you know, with a set of qualifications that hardly compared with Clark Construction.

Clark Construction, do you know what I'm saying? Forget LaKritz Adler, you know.

Q Uh-huh, uh-huh.

A It just didn't make sense to me.

Q And that's a topic I want to explore with you, if you would allow, and that is here you are, Councilman. You're on the D.C. council.

A Right.

Q I've seen from your e-mail signatures all the various committees you're on, all the various things you're involved in in the community. You're

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on the Metro board.

Here you are meeting with a developer on a WMATA contract, talking about terms with the staff and getting involved in negotiation on terms. Why were you doing that as a board member? Isn't that someone else's job?

A Well, don't know whether you remember what I read to you from Carol O'Keeffe's letter, but it's well worth remembering. Because this was written roughly contemporaneous to these events.

"Board members frequently discuss the progress of joint development negotiations with the parties involved."

And this wasn't just -- there wasn't just Jim Graham involved in this fashion. I mean, if you look at the Prince George's County representatives and the involvements that they had with development sites in Prince George's County, or the Maryland representatives, and you look conversely at the Virginia representatives, where they were blocking joint development because they were opposed to joint development.

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And so a county board supervisor could say we're not having any development here, even though it might be in a regional interest to have it.

You know, so it's -- there's certainly a relationship here between being a council member and being a Metro board member.

Like today, Muriel Bowser, I'm sure, has a strong interest in moving the northern bus garage out of Ward 4, you know.

I mean, it's hard to distinguish not only for D.C. but Maryland and Virginia, you know, the parochial interests of the local area from -- from the -- but I think I worked hard on this. I don't think I was -- but I certainly wanted to see a responsible development of the Florida Avenue site. I was very committed to this.

I have no horse that I was riding. I was coming in and saying let's get this done. I'm happy JBG has it. I had nothing to do with that. That's what was at stake.

And hey, by the way, can I add something? I was right. My reservations proved to be accurate.

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Three years were lost, with all this fussing about. And if you review the actual details behind all of the extensions, it's because of had we really voted on the merits, the board would have rejected it, because they weren't ready to put together a deal.

Q And I would be grateful to have a copy of that at the end of the day.

A You've got this.

Q But you've got some talking points.

A No, you can have anything that you want. But the fact of the matter is extension after extension after extension occurred because they weren't ready to make a deal, they couldn't pull it together.

And we hadn't even reached -- forgive me for going on, but we hadn't even reached the issues of construction. They couldn't assemble a financial deal.

Q Councilman --

A I'm still a little agitated over all of this wasted time.

Q I appreciate that.

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A And now to have this political issue, as if it were the political issue that mattered. You know, it didn't. Forgive me, but an offhand remark that may have occurred in a meeting, you know, when all of this -- all of these facts marshal themselves to say there was a huge problem here, and my -- my prediction was correct. They were bad. They were a bad choice.

Q Let me back up and ask a 30,000 foot, more theoretical question. Should board members be as involved in transactions and in term sheets and the terms of those term sheets as you were involved here, or is that really the role of the staff members of WMATA?

A Well, it's an excellent question, and the answer to the question turns mainly on the personality of the individual and how they work. Because if you accord somebody a vote, what you're suggesting is shouldn't it always be just the rubber stamp of staff recommendations.

And I viewed my duties at Metro very seriously, very, very seriously. And I never saw

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myself as, you know, approaching these issues in that fashion.

And as long as you have -- if you want to say, well, these decisions ought to have been made by staff in a special tribunal relating to the award, you know, that would be different.

But as long as you have the board members accorded a vote, accorded a decision on this, then you will find that some will be more involved than others.

And I found this -- I have 12 years on this board, and not too many have 12 years on the Metro board.

And I saw it all over the place. And I can give you chapter and verse on what was happening in other jurisdictions. I mean, the commitment of Fairfax to the construction of the Silver Line is an -- you know, it's huge in terms of parochial interests asserting themselves.

Q And, Councilman Graham, fortunately, that is far outside of our scope, the Silver Line, thank goodness.

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A But you know the point I'm making.

Q I do, I do.

A I mean, it was rife. It was rife. And it depended -- and, I mean, I saw a general manager of -- a highly competent general manager, acting general manager, terminated because of regional interests, and that was Dan Tagliarini, who today is a superstar at the GSA. You know, he was a superstar at Metro, but Virginia couldn't become convinced of his commitment to the Silver Line, so they put him out. So there are these parochial interests that operate by definition.

Now, let me add one thing. We worked very hard to realize Metro as a regional success story, so I don't want you to think we were all there as kind of, you know, it's all about Ward 1, you know. I mean, but when we had a major development site that represented so much in terms of economic prosperity and progress, it was obviously something that would attract my attention.

Q Some may argue --

A I was always trying to work it out. I was

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always trying to hold it together and support it. It was always an effort to, let's make this work, let's make this work. That's maybe what I regret the most.

Q Some may argue, Councilman Graham, that the terms that you were insisting be included, like the guidelines for business ethics, like affordable housing, you know, clear roles and responsibility of the development team, that those are terms that the staff should have been insisting on being with development projects, that that should have already been the role of the staff to put that there.

A That's a good point. That's a good point. It wasn't. They weren't there.

Q Is that something that you think the staff dropped the ball?

A It's a good point. They should have been included. And today there would have been more of that than there was then. But the staff -- if you talked to the business interests in Washington, D.C. about the joint development process during this period of time. Part of our problem is that we

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didn't get people applying for joint development projects, and the reason we didn't is because of the lugubrious nature of what went on there.

Q So my question is this, Councilman, is were you as active in this project as you were because the staff was somehow neglecting the job that they had in a joint development project?

A I think I wouldn't have put it that way. But there were certainly things that interested me that didn't appear to be of much interest to them, starting with the fact that you come in and you have this, you know, rose colored glass, you know, land value.

And I remember sitting in the meeting and said, oh, my God, how could we walk away from $14 million? And this is going to be the principal reason for selecting them?

You know, you just come in and say whatever number that you want to make up when the appraised value of the land was 6 million and they offer $14 million?

By the way, something that was reduced

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within months of the award of the term sheet. And by the -- by 2010, it was down to 2.5 million, to the point where the Metro board said if we continue this deal, we're going to be sued by those who offered more if we let them have the land for 2.5.

It was a loss leader. It was a -- it was transparent on its face.

Q And at one point in time in that development, you actually wanted to open it up to the bidding, reopen the bidding; right?

A I did, I think. I think I do recall that.

Q Why did you want to do that?

A I think it -- that was very late in the process. Again, it was an effort to try to see if we couldn't attract some more expertise.

This was very frustrating, Mr. Bondi. You have no idea how frustrating this was. You can see. But look at the calendar of how long this took, from March of 2008 until the thing was finally put out of its misery. And when did that happen?

MR. ZVENYACH: March 2010.

THE WITNESS: Yeah, March -- two full

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years of back and forth, back and forth. Let's see, March of 2010. With at least three extensions. All in an effort -- by the way, the extensions were to save the project. That's why I abstained on one. I said, oh, my God, let's just vote and kill it.

BY MR. BONDI:

Q During this process where you were trying to find another developer or encourage -- excuse me, strike that.

During the time period after Metropolis had dropped out, when you were trying to encourage Mr. Karim to team up with LaKritz Adler, did you also have conversations with LaKritz Adler directly and say, you know, you should team up with the folks at Banneker?

A I may have had one.

Q Okay.

A I may have had one conversation.

Q When was that conversation?

A I don't know. It would have been contemporaneous with whenever that particular lunch happened. There may have been one.

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Q Okay. And what did you say? And who was that conversation with?

A You think it might have been with -- with -- I have to separate the two people. Josh Adler. I think it may have been with Josh Adler. It may have been a telephone call, just a telephone call.

Q And that was the only --

A Would he consider it. I think it was the only conversation that I had with him about this.

And my best recollection is that he said he had no interest whatsoever.

Q And I apologize, Councilman Graham, we've got to revert back to our rule of please don't interrupt me while I'm in the middle of a question.

A I'm sorry.

Q I just got a look from Carmen, meaning that I needed to remind you of that, remind all of ourselves.

A Okay. Okay. Okay.

Q So, Councilman Graham, the only conversation you recall relating to the Florida

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Avenue development that you had with any representative of LaKritz Adler was the one conversation you had with --

A I may have had, I may have had.

Q That you may have had with Josh Adler?

A I think I may have had it.

Q Okay. And --

A Before I spoke to -- I may have asked him before I spoke to Karim.

Q Did you at any time from 2007 all the way through March of 2010, during this whole saga that we've talked about on the development project, did you ever provide any information to any representatives of LaKritz Adler --

A Information?

Q -- concerning Banneker's proposal and deal?

A I don't recall ever doing anything like that.

Q Okay. Would you have shared any of the information that Banneker had provided to Metro with LaKritz Adler?

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A I don't recall anything like that.

Q Okay. Is that something that you would have recalled if it had occurred?

A I would think. I would think I would have.

Q Because that would be a pretty serious thing?

A Well, I don't know whether it would be a serious thing. But I don't think I did anything like that.

Q What recollection do you have of the conversation you may have had with Josh Adler?

A Well, I do say I may have had it. I think I do recall a conversation where, just what I said, I said, would you consider coming into this deal, because it's falling apart, and provide the construction expertise that is sadly lacking?

And my recollection is that he said he had no interest or had little interest.

Q In your discussions with Omar Karim, do you recall at any time asking Mr. Karim for his support in the U Street business improvement

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district?

A Well, I -- I think I answered that earlier. You know, I think there may have been the prospect of him being the landowner of a parcel where we could extend -- I don't think the boundary was east of 9th Street as it was envisioned.

But there may have been something in passing, saying that if this comes to fruition, would you help us with the BID. Because I was anxious to see the creation of a business improvement district.

Q What -- was there some sort of dinner being contemplated that was -- that they were selling seats at a table?

A I have never hosted any dinner like that.

Q Was there a dinner, though, related to the business improvement district that you were aware of where they were selling seats at a table?

A I don't think we ever had a fundraiser for the BID, I really don't.

Q Was there one being contemplated?

A I don't think so.

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(Graham Exhibit 6 identified.)

BY MR. BONDI:

Q My apologies, I only have one extra copy on this one, Graham Exhibit 6.

Councilman Graham, we spoke a few minutes ago about opening up a request for best and final offer from the proposals here. This was a document that was produced to us, it's WMATA-INQ 006585 through 86, and it is a memorandum for the chairman and members of the board at WMATA regarding the Florida Avenue project from the general counsel, answering the question about whether or not to request a best and final offer from the three final proposers to the project.

Was the concept of going out to a best and final offer, that was a concept that you came up with, right, an idea?

A No, that's standard procedure.

Q Okay.

A That's standard procedure at Metro.

Q To go out for a best and final offer to the three proposers?

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A No, that's -- I don't -- I don't -- I don't recall whether I came up with this idea, but it did occur at one of our meetings. And I don't know whether it was me who suggested it or someone else.

But this was, again, relating to the issue of the decline of the land value price and a feeling that if Banneker continued to reduce that $14 million offer down, down, down, down, that we were -- we were entering into a legal situation where if we continued to award it to Banneker, we would leave ourselves open to lawsuits by the others.

And so this was suggested. I don't recall whether it was suggested by me or someone else, that this was a way to avoid that legal consequence.

Q Was this something you were in favor of, going out to the three final proposers?

A Well, we were looking for -- and I don't have the details of how this was diminished, but within literally months of the award of the term sheet, Banneker wanted to renegotiate the price.

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You know, it was -- it was extremely difficult at that point. I mean -- I mean, literally, we voted on the term sheet in June, and I think by September, they wanted a major reduction in the price.

Now, it's true, and I have to be very fair about this, that there was a downturn in the economy, and that's appreciated.

But it was reaching the levels by November -- I think by this time, it was down to 2.5 million. And, you know -- well, I'm not going to repeat myself. That was the concern, and this is where it was.

And you will keep in mind that I'm only one member of this board, you will keep that in mind, and there were other people who were not shy and not retiring and had no homage to me, no supervisory responsibility to me, and they were very capable of independent thinking? You will keep that in mind, won't you?

Q And, Councilman Graham, without divulging who we have talked to and who we haven't talked to,

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I will tell you you're not the only board member who we've spent quite a bit of time with asking questions.

A Right. But you understand the point I'm making?

Q Very well.

A These are collegial decisions involving a multimember agency.

Q Understood. Understood.

A I love the power that's ascribed to me. Did you get that, "the power"?

It wasn't my experience at the time.

Q So ultimately, the board realizes that they can't do this?

A Cannot do it, right.

Q Now, I want to take you to -- so we talked about fall of 2009, conversations with Omar Karim about getting LaKritz Adler involved, discussions about whether to go out for a best and final offer for all three participants. So it gets into 2010 here, long time in the process here.

A Right. Still no construction, still no

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construction expertise.

Q You've been very emphatic about how you weren't the one who moved to table the extension.

A That's true.

Q You've been very emphatic about that.

A That's true.

Q But isn't it true, Mr. Graham, that you actually did ask the staff to try to take the Florida Avenue project off of the joint development agenda that would have effectively done the same thing?

A That I don't recall.

(Graham Exhibit 7 identified.)

BY MR. BONDI:

Q I'm showing you what's been marked as Graham 7, which is a -- is there a Bates number at the bottom of yours?

MR. ZVENYACH: It looks like it's cut off. It's a bunch of 1s and a zero, it looks like.

BY MR. BONDI:

Q It's an e-mail chain that starts with Loyda Sequeira-Castillo, probably mispronouncing

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that, dated Thursday, March 18, 2010 at 7:05 p.m., to several individuals at WMATA. Subject, Florida Avenue item off the agenda. And she is the board secretary of Metro.

She says on March 18, 2010, "hello, everyone. I just received a call from Mr. Graham, who instructed me to take the Florida Avenue Shaw Howard off the joint development and real estate agenda. He has asked to be consulted before any public statements are made on this matter. I explained to him that the agenda has not been made public or distributed, other than internally, so it would be as it was never on it. Please let me know if there's any questions."

We understand from interviews that at least there was a feeling among the staff that this phone call on March 18, 2010 was an effort from you to take it off the agenda, thereby allowing the time to expire without an extension for the negotiation period.

What is -- do you remember making a call, Councilman?

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A I don't remember this. You know, obviously, it happened, since she's memorialized it. But I don't remember this.

But I think we need to reconstruct the calendar here, because I don't know when -- the proposal -- the motion to table was made at the board meeting in March. Now, what was the date of that meeting in March?

Q March 25.

A March 25.

Q Immediately after this meeting here.

A Right, right. The Metro board meets on Thursdays, okay. This was on the agenda, and this is written at 7:05 p.m. on Thursday, March 18.

So I'm having a little difficulty understanding what this means, except that it might have gone directly to the board. It might have gone directly to the board, and so there was no need for the committee action.

The committee, I assume, would have met on March 25, but that this went directly to the board following executive session of the board. So there

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was no need for the committee to have -- have action.

Q And, for the record, this document, the Bates is WMATA-INQ 011110.

A But you understand the point I'm making, that this would have taken it directly -- there wouldn't have been any need for a committee involvement, since it was going to go directly to the board. It was on the board agenda, preceded by an executive session, which was typically held in joint development agreements.

Q Now, Councilman Graham, did you -- do we have the board minutes from that meeting? We'll go ahead and mark them.

A If you're attempting to establish that I was uncomfortable with this project, let me just certify that for you. I can -- as lawyers say, I can stipulate to that, that I really didn't think this was something that could be pulled off. And certainly by March of 2010, I felt that pretty much the case had been made.

Q Sure.

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A So let me be clear about that for you.

(Graham Exhibit 8 identified.)

BY MR. BONDI:

Q Okay. I want to ask you about what's going on here at the March 25, 2010 board meeting. Here's the minutes of that board meeting, Councilman.

A Okay.

Q And it's Graham Exhibit 8, WMATA-INQ 001236. You will see that you were present for that meeting, and there's an approval of an agenda.

And it says, "the agenda was approved as amended by unanimous consent with the addition of a new item, the Florida Avenue joint development proposal."

A Directly at the board, which conforms with what I've just said.

Q I see. And this is a two-page document. If you flip on the backside, it says, "Mr. Graham moved and seconded by Mr. Downy approval to provide staff additional time, to July 30, 2010, to negotiate a joint development agreement and lease

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for the Florida Avenue joint development site."
And then similarly, "Mr. Albert moved and seconded by Mr. Brown to table the action, and the motion to table the item was unanimously approved."
A Yes.
Q Meaning first you moved to give them additional time.
A Right.
Q Then you join a motion to table it, which thereby killed the negotiation period.
A Uh-huh, uh-huh.
Q Help me out here. You're a man that -- that's strong in your convictions.
A Right.
Q You move to give them extra time. You have Mr. Downy with you, and then suddenly, you join a motion right afterwards to table it and kill it.
A Uh-huh. I can explain that.
Q Did you just change your mind right at the last minute?
A No, I can explain that.
Q Okay. Please.

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A I mean, number one, it was very appropriate for me to make this motion in order to put it on the table, because at this time, I was chair of the relevant committee. And so I was bringing forward the motion from the relevant committee as chairman of that committee.
All of this had been discussed previously in the executive session. And it was agreed in the executive session -- since you're Metro investigators, I can say that.
Q You can tell me, sure.
A It was agreed in the executive session that Neil Albert would make the motion to kill it. Why? Why, you ask? Because Neil Albert was the mayor's man, and that Neil Albert by this time had also lost interest in this, lost confidence in the deal.
So there was a feeling that it was better for him to do it, because that was sending the message that this was finished.
Because Neil Albert and Moneme before him had been the ones that -- along with Marion Barry,

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who carried the water on this deal with great enthusiasm. And that was all worked out in the executive session.
So there was a bit of an adagio here that was put the motion on the table, but then by -- by tabling the motion to extend, the proposal would die, it would be nondebatable, so there would be no discussion, there would be no further --
Q I see. So this was all part of a unanimous --
A All part of an agreed-upon strategy.
Q -- decision to just kill it at that point?
A That's right.
Q You were on board with killing it, Mr. Albert was on board with killing it, and all of the other board members were on board with killing it?
A That's correct. And it was important for Neil Albert to make it for the reasons that I've stated.
Q I see. I see. So when you moved to provide the additional time there, it wasn't that

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you really thought that they were going to get additional time, but you knew from the executive session that there was going to be a motion to kill it?
A I was quite aware of that at the time. And it's been difficult for me to say that, because of the fact that it was in executive session, and I have a pledge of confidence to those discussions.
But I think I can say this to you.
Q You can.
A Yeah. But I couldn't -- I wouldn't be able to say this to -- you know. So anyone reading this would have the same questions enter their minds that entered yours.
Q Okay. I have a few more --
A But those sessions are confidential. And they're always held on joint development. They're always held on joint development discussions. That's always in confidential session.
Q Is it fair to say, Councilman Graham --
A At least it was.
Q Is it fair to say, Councilman Graham, that

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by March of 2010, that from your understanding and from your impressions, that everyone was on board with killing this deal at that time?

A Absolutely. Absolutely. It had ran out of steam. They had more than demonstrated their inability to make it happen. They had received several extensions, which are well documented, and that they just couldn't do it.

And they had no construction partner who was even capable of pulling off the project.

Q Okay. Now, Councilman Graham, I want to ask some general questions. And I think we've covered this in specific detail, but I think it's important to cover also in general detail.

Councilman Graham, do you believe that you or any of the other board members did anything inappropriate to somehow hinder Banneker's ability to develop the Florida Avenue project?

A No. I think the problem with Banneker was Banneker, and that was well displayed over a period of two years.

Q Do you believe, Councilman Graham, that

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you and your colleagues on the board gave sufficient time to Banneker to try to develop the Florida Avenue project and come up with a plan to do so?

A Absolutely. Poor, poor Banneker.

Q I have a couple more topics to cover with you.

A Is the end in sight, or am I prevented to ask that question?

Q It's in sight. It's always in sight.

A Okay. You are so very charming today, Mr. Bondi.

Q And as are you, Councilman Graham.

Councilman Graham, I'd like to ask you a bit about the letter that you keep referring us back to by Ms. O'Keeffe.

A Yes.

Q Did you review that letter prior to her sending it?

A She sent it to me. I think you have this information. She sent it to me, and I responded and said it's fine. But it was -- you know, it wasn't sent to me, like edit this. It was sent to me,

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here's what I'm going to send out.

And I do recall sending back, because I recently saw this, that's fine, it's a fine letter, something like that.

Q And do you remember having conversations with a gentleman named Bruce Heppen, is that his name, H-e-p-p-e-n?

A I don't know who that is.

Q The deputy general counsel of WMATA.

A I don't remember who that is, no.

Q Did you have any conversations with anyone else at WMATA on the staff concerning the response back to Mr. Bolden prior to the response being sent?

A I don't -- you know, I don't remember any consultation with me about the content. You know, Carol O'Keeffe, if you know Carol O'Keeffe, is a very independent person. And there was never any invitation to -- to discuss the content of the response.

I mean, I was obviously very concerned about the letter itself and the allegations that were made, coming, as it did, two years after he

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initially raised them.

And, you know, but he waited two years, for reasons that perhaps he can explain, and then he writes this blistering letter.

And so it was not a letter that was music to my ears, and so I was concerned about it. But I have no -- I had no role in drafting the letter, if that's what you're aiming at.

(Graham Exhibit 9 identified.)

BY MR. BONDI:

Q Councilman Graham, I want to show you what's been marked as Graham Exhibit 9.

Actually, I do have an extra copy. Here you go, David. And David and John, is it, I just request at the end that we get all the copies back, if you don't mind, just given the sensitivity of this.

A Yeah, I mean, that's -- I'm sure I would have said this is a horrible thing and, you know, I'm very concerned about it and et cetera, et cetera. But --

Q I haven't asked a question yet,

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Councilman.
A Oh.
Q I know you're eager to get out of here, as am I.
But I've shown you what's marked as Graham Exhibit 9, which is WMATA-INQ 005525.
A Yes, I'm sorry.
Q Which is a letter via courier to you from Bruce P. Heppen, deputy general counsel of WMATA, April 30, 2010.
First of all, do you recognize this letter?
A No, I do not.
Q Do you recall at all receiving a letter from Mr. Heppen?
A No, I do not.
Q Mr. Heppen says in the letter, "this is to follow up my conversation with you earlier today. I apologize for not having written separately to you, instead of copying you on the letter addressed to Mr. Benjamin, as a separate letter might have made clear that the general counsel and her staff will

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work closely with you in addressing your concerns raised by the letter from A. Scott Bolden."
He goes on to say, "as stated during our telephone call, WMATA staff and the general counsel's office and the real estate office will draft a response to Mr. Bolden's letter, and we will work closely with you and your staff in fashioning a response.
"I can assure you that your interests and the interests of the Authority will be addressed in the response."
Councilman Graham, does this refresh your recollection that you had conversations with Mr. Heppen concerning a response to Mr. Bolden's letter?
A No.
Q Do you --
A But I may have -- obviously, I did. You know, I don't recall any conversations. I thought I had spoken to Carol O'Keeffe when I -- you know, I was obviously concerned about the letter, and I was concerned about what would be said.

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But, again, I would say to you that in the specifics, I was not. I had -- I had no opportunity to effect the specifics of the letter, none.
Q Did the WMATA staff work closely with you in fashioning a response?
A Not to my recollection. And I don't have any -- we sent you e-mails on this, because this is 2010. We sent you our e-mails on this. And there was no -- there was no e-mail of, you know, change this paragraph, you know. Nothing like that occurred.
Q And the letter refers to a telephone call, though.
A Yeah.
Q Did you have telephone calls with the general counsel or her staff concerning how to respond to Mr. Bolden's letter?
A No. The only -- the only recollection I have there is an expression of -- I was -- I was upset that such a letter would have been written and that I was obviously concerned that Metro do respond to it.

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But Carol O'Keeffe -- and I don't know about Mr. Heppen. I don't really remember him too well, or at all. But Carol O'Keeffe does not invite, you know, involvement in her affairs, in her affairs as the general counsel, she really doesn't.
And I knew that that wasn't going to -- that I wasn't -- you know, I might be given the courtesy of saying here's what we're sending, but that would be it, that there would be no "you get back to me if you agree with what I've written."
Q Now, Councilman Graham, though, prior to that draft being written, though, did you express the concerns to Ms. O'Keeffe or members of her staff about the allegations that Mr. Bolden was making in a similar fashion that you've shared with us why Mr. Bolden's allegations, you believe, are not correct?
A I don't have his letter. I mean, I'm -- is this it?
MR. ZVENYACH: Scott Bolden's letter?
THE WITNESS: Yes.
I think it was -- I think most of my

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comments, you know, would have been along the lines of, you know, taking exception to what he wrote and, you know, stating what I believed then and what I believe today was the reason why this project ultimately failed.

It had nothing to do with the points that he was making. It had everything to do with the in -- the lack of qualifications and ability of the bidder. It was a bad choice.

And I think I would probably have said words to that effect, which Carol O'Keeffe would have been well affair of.

BY MR. BONDI:

Q I know you probably have very emotional responses to some of the allegations that Mr. Bolden has made in his letter. I don't mean to show you this letter to get you upset, sir, but I do want to ask you about some of the allegations he's made, just so you'll have an opportunity --

A This is his original letter?

Q Yes, sir. Just so you'll have an opportunity on some of the points to refute them. I

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have no doubt that you disagree with other points that we may not discuss today, and if I don't ask you about them, it's not because I believe you're in agreement with them.

A Uh-huh. But, Mr. Bondi, may I suggest that the response to Mr. Bolden's letter is here?

Q Yes, sir.

A This is the response to Mr. Bolden's letter.

Q And let the record reflect that --

A Whatever I have to say or not say about what he said is -- the real response is coming from Carol O'Keeffe on behalf of the agency, after reviewing this matter.

Q And on your behalf; right?

A Well, I don't think she wrote this on my behalf. I think she wrote it on behalf of WMATA.

Q Mr. Heppen says, "I can assure you that your interest and the interest of the Authority will be addressed in the response."

A Right, but I don't think -- I don't know about Mr. Heppen, but I think Carol O'Keeffe felt

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she was responding on behalf of WMATA.

Q And, Councilman Graham, just for the record, you were referring to the response that had been filed by Carol O'Keeffe. And just so we have that in the record with this letter, since, as you point out, you believe they go hand in hand --

A They do.

Q -- I would like to mark that as an exhibit. Can we mark that as an exhibit, please?

A You have a copy of it, I know.

Q Yes, sir, absolutely.

A You know, I just wonder -- may I say something? I just wonder, how can everybody be wrong and Omar Karim and Scott Bolden be right? How is it that this entire assembly of staff and board members and motion after motion, month after month, all of that is wrong and they're right?

I mean, I don't -- I really don't get it. You know, there's such a preponderance, if I can use that word, such a preponderance of evidence on this single point that I -- I feel like I've fallen down the rabbit hole, I really do. I don't -- I don't

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understand this. And I say that to you in total candor.

Because if you interviewed everybody who was voting on this issue over all those years of consideration, you would find every single person saying to you that there were problems with the qualifications of this bidder that were remedied by Donatelli, that were remedied by Malone, we thought they might be remedied by Bank of America LLC but nothing ever happened. That's what they would tell you. And you probably have heard that.

Am I wrong in saying this?

(Graham Exhibits 10 and 11 identified.)

BY MR. BONDI:

Q I'm marking, Councilman Graham, just so allegations are not in a set of exhibits that aren't refuted. So I'm marking both of those exhibits. And I hope you appreciate why I'm doing that, in fairness.

So I'm marking Exhibit 10, Graham Exhibit 10, which is Mr. Bolden's allegations in his letter dated April 27, 2010, WMATA-INQ 000005 through 14.

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And then I'm marking as Graham Exhibit 11 Ms. O'Keeffe's response, which was dated May 28, 2010, a letter that Ms. O'Keeffe writes to Mr. Bolden. And that is WMATA-INQ 000015 through 20.

I'll mark both of those in the record, but I want to ask you, though, about the allegations themselves, because some of them are levied directly to you. And as you point out, you believe Ms. O'Keeffe was responding on behalf of WMATA, the Authority, the agency, and I want to give you an opportunity -- I'm sorry.

I want to give you an opportunity, Mr. Graham, to respond back --

A Paragraph by paragraph?

Q -- on your own behalf.

No, sir, as I mentioned, we'll understand that just because we don't cover a paragraph doesn't mean you adopt it as being a fact. But I did want to ask you about some specific statements in this letter, if we could, from Mr. Bolden.

A All right.

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Q On the page number of Graham Exhibit 10, on the page Bates number ending 7, the first full paragraph.

A Page 7?

MR. ZVENYACH: Page 3 of the letter.

THE WITNESS: Okay.

BY MR. BONDI:

Q First full paragraph, Mr. Bolden writes, "in early 2008, WMATA staff requested that the WMATA board approve the term sheet previously agreed to by the parties and the selection of Banneker to perform the project. Later that month, April 17, 2008, Rosalyn Doggett contacted Omar Karim to inform him that WMATA board member Jim Graham raised issues regarding the participation of then Banneker principal Warren Williams, Junior in the project."

I want to stop there. I want to ask, Councilman Graham, is there any basis in fact for Mr. Bolden to say that you had raised issues regarding the participation of then Banneker principal Warren Williams, Junior in the project at this time period?

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A I -- I don't recall, is the answer. But it could very well be related to the clean hands doctrine, which I have previously mentioned, and which I raised as part of the board's consideration of the approval of the term sheet on June 26.

Q Okay. And in that paragraph, Ms. Doggett goes on -- or Mr. Bolden goes on to write, "Ms. Doggett recommend that Banneker respond to the issues raised by Jim Graham in a written submission to WMATA."

Do you recall ever asking for a written submission?

A No, I do not.

Q In the last paragraph on that page, I want to ask you about that. It says, "following the June 26, 2008 committee meeting, the WMATA board reconvened later that day to review and vote on matters that had been approved by various board committees. During the full meeting of the board, Mr. Graham approached and met briefly with Mr. Karim while he was in the audience. Mr. Graham informed Mr. Karim that he would vote for Banneker's

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selection to perform the project, but that Mr. Karim needed to meet with him to discuss the project."

We talked a bit earlier about whether you had approached Mr. Karim, and you didn't recall.

A I don't recall that.

Q Does this refresh your recollection at all?

A No, it does not.

Q Okay. Do you recall ever informing Mr. Karim that you would vote for the selection but that Mr. Karim needed to meet with you to discuss the project?

A No, I do not recall that.

Now, you do notice here, you're skipping several paragraphs? I don't know whether you -- I suppose you did that intentionally?

Q I did. And with the caveat upfront, Councilman, that I said just because I'm not covering a paragraph doesn't mean that I assume that you adopt it or agree with it.

A Okay.

Q But if there's something you wanted to

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point out earlier, I'd be more than happy to --
A If you don't mind.
Q No, go ahead, please.
A Warren Williams was not dropped at this point. And, in fact, a letter came back. I remember the substance of the information saying that the debts had been met.
And prior to that, I had no idea whether that had happened. I knew there was $100,000 plus outstanding owed to the District from a lease that had been severed several years earlier, and so I did not know that that money had actually been paid.
But that was part of the whole clean hands concerns that I had.
Q Now, did you have a clean hands concern about Omar Karim?
A No, I had no idea who he was.
Q Did you ever ask Mr. Karim or say to Mr. Karim, "you know, I'll support you or I'd be more supportive of you if you didn't have Warren Williams"?
A No, I don't have any recollection of ever

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having said that.
Q Okay. If you flip to the next page, sir, it's Bates number 8, which is the fourth page of the letter, the first paragraph says, "on or about July 2, 2008, Mr. Graham and Mr. Karim met at Mr. Graham's council of the District of Columbia office and then again at a restaurant to discuss the project.
"During these meetings, Mr. Graham informed Mr. Karim that he wanted the project to set aside 20 percent of its residential units as affordable housing."
I'll stop there. Do you disagree with any of those two statements?
A No, but I would mention that Carol O'Keeffe wrote in her letter of May 28, 2010, "board members frequently discuss the progress of joint development negotiations with the parties involved. The nature of these discussions is dynamic and may include ways to strengthen the development team, but these discussions do not bind the WMATA board of directors."

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Q Now, the --
A So there's nothing, according to the general counsel of Metro WMATA at the time, you know, there was nothing -- nothing inappropriate about this.
Q It says here that you had informed Mr. Karim that you wanted the project to set aside 20 percent of the residential units as affordable housing. Is that correct? Did you?
A I had an interest in affordable housing on this site, and that may well have occurred.
Q Okay. And is that in keeping with Ms. O'Keeffe's statement in her response that that was to strengthen the board -- the development?
A Uh-huh, uh-huh, yes.
Q How does affordable housing -- forgive me for asking, but how does affordable housing strengthen the development?
A As a matter of public -- thank you, I'm sorry. I'm sorry.
As a matter of public policy. Advancing the needs of those who are less fortunate,

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maintaining the diversity of our neighborhoods, is an important issue.
And it wasn't one that the board was as conscious of then as it is today. But today, there's actually now, unless they have changed it since I left, actually a Metro WMATA policy to incorporate affordable housing set-asides.
Q The letter from Mr. Bolden goes on to say that "Mr. Graham also strongly suggested that Banneker add LaKritz Adler, a small local real estate firm, to its development team for the project or purchase their interest in an adjacent property that LaKritz Adler was controlling at the time."
Councilman Graham, is it a correct statement to say that you suggested to Mr. Karim that Banneker add LaKritz Adler to its development team for the project?
A I don't believe that is accurate. Because I think that suggestion was made, but it was made later, after Metropolis.
Q You believe it was made in 2009?
A I think he's got it confused there. I

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think that at this point in time, July 2008, I was very comfortable with the fact that Metropolis was the construction expertise on the deal.

Q Okay. And he says, "or purchase their interest in an adjacent property that LaKritz Adler was controlling at the time."

Did you ever suggest to any representatives at Banneker that they purchase LaKritz Adler's interest in an adjoining -- in an adjacent property that LaKritz Adler was controlling at the time?

A I don't recall that. But -- but that was -- that was an obvious step, because in anticipation of their proposal, LaKritz Adler had an option on an adjacent parcel.

Obviously, incorporating that into the -- into the deal would have strengthened the development deal. And I don't know whether that option had monetary value or not or whether it would have expired. Because I don't think anybody would have developed that smaller site by itself.

But ultimately, it was incorporated into

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the Banneker deal.

Q Okay.

A Whether it involved any deal with LaKritz Adler or not, I don't know. But it was -- certainly the owner of the property gave some kind of an option to Banneker.

Q He goes on to say, "LaKritz Adler and its principals contributed significantly to Mr. Graham's District of Columbia reelection campaign."

A I had known LaKritz Adler from several projects they had done on Georgia Avenue. And I believe that they did make contributions. I don't know whether you'd consider it significant. I don't think it was much more than a couple thousand dollars.

Q Did you consider it significant?

A Well, every support that you get in an election is significant, you know, at the time. But, I mean, at this point, I was raising 300,000 per campaign, so I don't think -- in the context of that total amount, I don't think it's significant.

Q Is that generally what's spent on a

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campaign for the council, about 300,000? I'm just curious.

A Well, it's actually much higher now.

Q Really?

A But at the time, you know, I think I was -- it was about -- well, some of the -- some of the wards spend less than others, but I think that's what I was about spending.

Actually, though, that's not true. Because what I did in 2006 was I raised $300,000, but I transferred $160,000 to my constituent services fund, where I had $40,000 per year, which was the maximum, so I didn't have to raise anymore money.

So while I raised 300,000 in 2006, I only spent about 140.

Q Interesting.

A Yeah. So I didn't ask anybody for any money for four years.

Q Well, I don't want to get into any of your campaign fund-raising.

A I just thought you might be interested in

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knowing.

Q I am interested, just merely -- merely as a citizen. So I'll move on and not let my curiosity as a citizen interfere with the questions here.

Councilman Graham, going on to page 5 of this letter that Mr. Bolden writes, and it's a WMATA-INQ 9 is the Bates number, top paragraph.

"On October 22, 2009, Mr. Graham met with Mr. Karim and Banneker's chief financial officer (CFO) to discuss the project. Mr. Graham told both Mr. Karim and Banneker's CFO that the firm should not have bid on the WMATA project and that he won't allow the sale of the WMATA-owned parcels located at Shaw Howard Florida Avenue."

Let me take those separately. First of all, do you remember meeting with Mr. Karim and Banneker's CFO on or about October 22, 2009?

A Is this the LaHalles meeting?

Q I believe this may be the Busboys and Poets meeting.

A Oh, no, that one I don't.

Q I don't know, Councilman Graham.

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A I only remember one lunch with this guy. But maybe we did. Maybe we did.
Q Okay.
A I don't remember either of these quotes.
Q Okay. So, Councilman Graham, I take it you don't remember ever suggesting or saying to Mr. Karim or Banneker's CFO that Banneker should not have bid on the WMATA project?
A I don't remember saying that. I don't remember saying that.
Q Is that something that you might have said?
A I certainly had a lot of doubts about this project by October of 2009, that's for sure.
Q So it's within the realm of possibility that you may have said this?
A Within the realm of possibility.
Q Okay. The second point is he said that you'd said in and around October 2009 that you wouldn't allow the sale of the WMATA-owned parcels located at Shaw Howard Florida Avenue.
Did you ever express in fall of 2009 to

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Mr. Karim or Banneker's CFO that you wouldn't allow the sale of WMATA-owned parcels?
A That I would not allow?
Q That's right.
A Well, I would now refer you again to Carol O'Keeffe's letter, which says, "your assertion that Mr. Graham advocated for the Florida Avenue project to be a lease transaction is consistent with a long-standing policy of the board to enter into leases rather than sales."
You know, I was generally against sales, and so, you know, they wanted the sale for obvious reasons, because in this desperate effort, this really last-ditch effort to put the deal together, it would have been a stronger deal for them if they could purchase it.
Q And, Councilman Graham, you were not in favor of a joint tenancy either, were you?
A What is that about?
Q Incorporating a -- another property.
A No. The board was against it. And Carol O'Keeffe particularly was against it, because of

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the -- because of the lack of accountability to Metro if you had another part owner.
And she will recall that very distinctly, I'm sure. She was very adamant in opposing that.
Q And, Councilman Graham, I --
A Did I mention the fact that there were other members of this board and that there were staff people that gave opinions?
Q A few times, I believe.
A And had thoughts?
Q Several times.
A Oh, okay. Just for the sake of the record.
Did I also mention the fact that this is -- that Scott Bolden waited two years to write this letter, and that the major complaint that he has was very much he's -- isn't Scott Bolden an officer of the bar, isn't he a former attorney in the U.S. Attorney's office, and yet he did nothing for two years on these serious things that he was aware of?
I don't know whether I said that or not.

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Let me say it for the record. That may be nonresponsive, Counselor, but --
Q Well, since I haven't asked a question, I don't think it's responsive to anything, but --
A Yes. I'm out of control at this point.
Q But I appreciate your --
A It's Friday afternoon.
Q I know. As much as you want to get out of here, I want to get out of here as well.
Councilman Graham, one thing that I was a little bit confused about is so why would buying the LaKritz property strengthen the bid if you sort of weren't in favor of having two properties there?
A Not buying it, but getting control over it. Because -- because if Banneker or anybody else controlled the larger parcel, it would be a stronger proposal because there would be more development.
And on the other hand, if you permitted the separate parcel to remain under other ownership and attempted to work out a joint tenancy, then there would be the problems that Carol O'Keeffe was very adamant about, saying that that would dilute

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and confuse the ownership responsibilities under the lease -- the lease responsibilities, rather, to Metro.

Do you understand what I'm saying?

Q I do.

A And that's -- so on both of those counts, it didn't -- it didn't succeed.

Q Okay. Thank you for clarifying that, I appreciate that. Hopefully, this will be the last document of the day, but don't hold me to it.

(Graham Exhibit 12 identified.)

BY MR. BONDI:

Q Councilman Graham, I'm showing you what's been marked as Graham Exhibit 12. And this was some back and forth that you had with -- an e-mail with Scott Butterworth of The Washington Post concerning your op ed.

A Yes, yes, I sent you this.

Q And it's Bates number 84 through -- through 89. I presume this was produced by you all, since David Z's name is at the top. Pronounce your last name for me.

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MR. ZVENYACH: Zvenyach.

MR. BONDI: I should be able to say that, so I will --

THE WITNESS: And my name.

BY MR. BONDI:

Q And your name, yes, sir. And you actually sent it to David.

A That's right, yeah.

Q I wanted to ask you just about one particular point in here, because there's back and forth with Scott Butterworth concerning your op ed, and he's asking you questions about it.

And so I just wanted to ask you about one thing here at the page 87, Bates number 87 at the bottom, and you say, "while I cannot recall every detail of the meeting, I remember repeatedly challenging the qualifications of Banneker."

And then you go on to say, "and the irresponsible actions of one of its principals with a prior D.C. government privilege." And then you say, "I have a big fat file on all of that."

Is that big fat file the U Street file

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that you're talking about?

A Uh-huh, uh-huh. Yes.

Q We'll send over, Councilman, a subpoena, although I suspect you'll be cooperative to actually provide us that file.

A Why would you send me a subpoena?

Q In case you didn't want to give it to us.

A No, I mean, I -- don't send me a subpoena.

Q You will give it to us?

A Yeah.

Q Thank you.

A Don't send me a subpoena.

Q Okay. I won't send you a subpoena.

A That's really kind of inappropriate.

Q I don't want to --

A I thought your last subpoena was a little inappropriate, frankly, because we were ready to comply. We were trying to work out one legal issue.

Q And candidly, Councilman Graham, I appreciate and I'll let the record reflect that you've been cooperative with us.

A Good.

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Q And that your counsel, David Zvenyach, has been very responsive and very cooperative.

A Good.

Q And although we've disagreed and will agree to disagree about some legislative immunity, you've been cooperative with us, and I appreciate that.

A Thank you, because --

Q And the subpoena should not have been interpreted as a sign that we believed you were uncooperative, but rather in any investigation, it's always good to make sure you dot your Is and cross your Ts, and sometimes a subpoena helps with that.

But I wanted to ask you about this quote here, because you say, "while I can't remember" -- you wrote this in February 2012, just this year, you say, "I can't remember every detail of the meeting, I remember reportedly challenging the qualifications of Banneker."

What meeting were you talking about there?

A I don't know.

Q Was that the meeting on May 29 in your

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office?
A I don't know what was the reference here. Could have been. But that's a little bit different than what I remember. So I think -- I think this is actually misstated. It's repeatedly challenging the qualifications of Warren Williams, it should have been. That's what it should have been. Because that's who was at the meeting.
I don't think Banneker really ever came up. I think this might be inaccurate. "And the irresponsible actions of one of its principals," yes. So that's -- that's probably a mistake. I don't know how it was published, but that's probably a mistake.
Q And the next page on 88, toward the bottom, you write, "indeed, the Banneker executive lost out on the contract not because of me but because, as one person close to the deal put it, forces don't want you guys in the lead decision-making role."
I wanted to ask you about a couple of that. One is it looks like Mr. Butterworth says,

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"since Banneker had no role in the lottery contract, shouldn't this be reworded to focus just on Mr. Williams?"
A Yes, that was --
Q You meant Mr. Williams there?
A That was rewritten.
Q And you have a quote here, "forces don't want you guys in lead decision-making role."
A Right.
Q And he asked for the source for your quotation.
A And I think I gave that to him in a subsequent e-mail.
Q And maybe I missed that. What is -- what was your source for that?
A May I be permitted to research that? Because I think -- it was either edited out or we sent him the source. I just don't remember right now. But I can get that for you. But this paragraph, I think, was reworked.
Q Do you remember, as you sit here today?
A In fact, this is an early draft, come to

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think of it.
Q Do you remember this -- who your source was for that comment?
A No, I don't offhand. But I will research it for you.
Q Thank you.
A And I will get back to you. But I think the answer to this is I see now, this -- this was a very early draft of the column, and so I think it was significantly changed.
Q Now, going back to paragraph 87 or page 87, you had made the point earlier about Mr. Bolden not being in that meeting with you at the -- on May 29, 2008.
A He wasn't there.
Q And you make that point again here, too. You said, "we're also involved with Banneker, an engineering firm. A. Scott Bolden later cried foul amidst efforts to win a settlement from the city. Bolden was not at the meeting."
A Where are you in this? Excuse me.
Q You said Bolden was not at the meeting.

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A "Later cried foul" --
Q And you say, "Bolden was not at the meeting."
You've made the point to us that Bolden wasn't at your May 29 meeting.
A Right. This is the same meeting.
Q And that's the same meeting.
A Right.
Q But then you go on to say, "I remember repeatedly challenging the qualifications of Banneker."
Why is it that in February of 2012, you remembered repeatedly challenging the qualifications of Banneker at this May 29 meeting in your office but now you don't remember? Is it just you forgot? Is it just --
A No, I think that's a mistake. And if you let me research this, I'll go back, because I think that was changed in the final, before the final column was written.
I mean, this was a -- a work in progress in terms of me sketching out -- recreating events

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that had happened earlier.
Q Sure.
A And so I'll have to check on that for you, and I will. I will.
Bolden was attempting to work out a settlement at that time.
MR. BONDI: Can we take a five-minute break and I'll just check my notes to make sure we've covered all the points?
THE WITNESS: And we have a cross-examination, too?
MR. BONDI: You can.
THE WITNESS: We're entitled to that, aren't we?
MR. BONDI: Absolutely, if you want.
(Recess.)
MR. BONDI: Back on the record.
BY MR. BONDI:
Q Councilman Graham, we're back on the record. And in closing, I just wanted to ask you a few broader questions. You mentioned that you were on the WMATA board for 12 years?

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A Uh-huh.
Q And I'm sure that in your experience on the board and then now as a former board member, you've had an opportunity to reflect upon what might work and what might not work for board members.
As part of the work that we're doing, we're also advising the board about their own codes and procedures.
A Ah.
Q And some of the board members have expressed their opinion that it is just inappropriate to meet with developers during a development project. And I know, on the other hand, and we've heard today, that you've met with developers during the -- during the project itself and took an interest and expressed your concerns.
Is that something that you think as a rule -- should be a rule for board members, that they should not be allowed to meet with developers during the board -- during a development project?
A The rule in place during the events that we've discussed was that if you met with a

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developer -- no, I think that it was you were prohibited from meeting with a developer if you had a financial interest in the development. I think that was the rule. And so that was the standard in place at that time.
Since then, however -- and my recollection on this needs to be refreshed, frankly. But I believe that the board has a new set of standards in place which affect that, and they're different. And I just don't remember exactly how they're different.
But at the time, that happened -- as Carol O'Keeffe pointed out, it happened, what did she say, "frequently," was her word. So, you know.
Q Is that something, though -- the restriction on meeting with developers during a development project, is that something that as a procedure you think is a good practice? I'm just interested in your opinion on that.
A Well, I don't -- you know, I can understand both points of view on this, honestly. Because on the one hand, you know, if you're going to appoint elected officials to the Metro board --

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and maybe this is the real question, whether or not elected officials should serve on the Metro board -- then they're going to obviously be of divided interests.
Because they have got their interests that they're duty bound to represent, and they have got their Metro interests.
And what I found over time was balancing that was something I worked very hard on, and I think generally I was pretty good at doing.
But there were certainly some situations where, you know, I had to keep in mind also that the people who had elected me to office had an interest as well.
For example, 25 percent of the people who live in Ward 1 live below the federal poverty level. That tells me that I have a particular sensitivity to bus riders, because I have a lot of people who are bus dependent and who, by the way -- and we had numbers showing that poor people tended to ride the bus more frequently than the subway.
And so that was one of the things that led

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me to be a strong advocate for bus riders.
Now, you can say, well, you should maybe have had a different point of view on that, but I was certainly influenced by the ward demographics.
Q I see.
A And plus my own personal principles about it.
Q Are there any -- are there any changes or rules with respect to the development project, the joint development project or the approval project -- process at the board that you would recommend be put into place?
A Well, I think -- could I just add one other thing on the other question? And I'd be glad to answer that.
Q Sure.
A Is that I think that the advantage of having -- the two advantages of having elected officials on the board. Number one, they have access to money, and Metro has a great need of that.
And, number two, there's so much more accountability with elected officials. I saw so

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many people who were, you know, nonelected who pretty much came and went, you know, did what they pleased, when they wanted to please it, you know.
On the other hand, we had situations where we had to stop in the meeting, the meeting had to come to a halt as the Maryland representatives went out to get a phone call from Annapolis as to how they voted.
So, you know, it's -- and these were nonelected people. So you had it every which way.
You know, I think what you need is people who are going to work hard, be diligent and act in good faith. And I did all of that. I was a hard member -- hard working member of the board, I read things, I thought about things, I went to meetings, I had a great attendance record. You know what I'm saying? Which couldn't be said about everybody that served while I was on there.
Now, in terms of changes, I think all of that -- the new standards of conduct which were adopted either just before I left or just after I left reflect a different view of some of these

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things, and I was very supportive of doing that.
Q What about just issues that have not been addressed by the newer form of the code of conduct or standards of procedure? Anything with the development process that you think needs to be changed? You know, anything at the staff level, at the -- at the board level? Anything at all in terms of a viewpoint of that development process?
A Well, I think having people on the staff level who were more experienced in the realities of development would have helped.
Because I mentioned earlier, and it was really very true, we had development sites that were going begging because people just didn't want to be involved with Metro, and we were told this over and over and over again, because the staff moved too slowly, it moved -- and didn't really appreciate the realities of real estate development in the District of Columbia.
And so I think there were definitely improvements needed in the staff. And that was -- there's no better illustration than that, than them

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falling for the $14 million land offer, something that evaporated within literally weeks of agreeing to that term sheet.
And I would say again that Kathy Hudgins's statement, very brief statement, is so true, because she said, "the decision not to proceed was based on a dramatic change in the developer's proposed price," is what she wrote.
Q And you'd agree with that?
A Absolutely, absolutely. In addition to the fact of the questions of the qualifications. So all of the rest of this is kind of a heavy duty mist to get some money out of the system.
Q Sure.
A And I think that's what's happening here, is that people are looking for a way to settle some debts that they have associated with this whole project.
Q Councilman Graham, any parting ideas or message or advice that you would have for us or for the board as we try to move forward and help Metro move forward with the future and the development

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process and avoiding any sort of misunderstandings in the future with developers? Any advice about that? Any parting words? Anything you want me to take back to the board?

A Well, I think to some extent, there's going to be politics in all of this. You know, I mean, I saw it in spades in Prince George's County and in Maryland. I saw it the same in Virginia.

The priorities that were established there were enforced with great aggressive actions, let me tell you.

And in the District of Columbia, we had -- when I came into -- came on the Metro board, the Green Line hadn't been opened, we were feeling very much neglected. We had all these empty land parcels with chain link fences.

I mean, it was a very sad state of affairs. We had killed U Street -- Metro killed U Street after the riots. And so the revitalization of U Street, which you mentioned, occurred largely as a development of Metro sites. And I was very engaged in those, and I make no apology to anybody

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for that.

And the same is true of Columbia Heights but to a lesser extent, because there were city parcels there.

But that's what we -- that's what I entered into. And if you'd have been on U Street in 1999, you would have had the Club U with violence every other weekend, and you'd have several other bars that were the same way. I mean, it was a magnet for violence.

If you wanted to go into D.C., you would go to U Street and tear the place up, weekend after weekend.

And turning that around, which we did, and it wasn't just -- there were four licenses revoked on U Street -- has made a huge difference. And then the Ellington and then the other developments that came after it were critically important.

And this is what motivated me, you know, as we'll bring out in the cross-examination.

Q Any topics that you expected us to cover that we didn't?

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A No. I think you've -- you've warmed up this cold soup pretty well, which I've heard about in 12 separate editorials, five Colby King columns.

Q Any questions that you thought we were going to ask that we didn't ask?

A That's a Phil Mendelson question. That's what he asks, doesn't he? Is there something I ought to know?

(Laughter.)

No, I think -- you know, I just hope that you carefully examine all of the -- you know, not glom onto a couple of alleged statements but look at the full record of what's happening here, because I think if you -- I have faith in the outcome of this, that I'm going to be found not in violation of any law or committing any crime or having any financial interest or violating any standard of conduct.

And that's what's been found by the Inspector General, it's been found by the general counsel of Metro, and I hope you find the same.

Q And we didn't ask this question, but just to be complete, then, I take it, Councilman Graham,

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that you didn't have any direct or indirect financial interest in any of the developers or any of the development partners, including Banneker, LaKritz Adler, Donatelli, Metropolis, Clark Construction, Bank of America, any of those. Did you have any financial interest in any of those?

A Nothing. Nothing, nothing.

MR. BONDI: I don't have any further questions, sir. I appreciate your time.

THE WITNESS: Well, thank you, Mr. Bondi.

MR. ZVENYACH: I have just a few questions, and I'm just going to focus largely on Exhibit 10, which is the Scott Bolden letter.

MR. BONDI: Sure.

EXAMINATION

BY MR. ZVENYACH:

Q I want to focus the attention on what's marked Bates number 7, it's page 3. We've obviously had a lot of conversations about the lottery contract, we have invoked legislative immunity, but I think it's important for the record to state, was -- at the time that this was going on, in April

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of 2008, was there any involvement with Warren Williams at the council?
A Yes.
Q And was that related to the lottery contract?
A Yes.
Q And when -- and you expressed in public statements that you had concerns about the qualifications of Warren Williams, and I think we've stated this on the record, but I just want to make that clear. Right?
A Yes.
Q Okay. So do you recall contacting Roz Doggett about Warren Williams with respect to the Florida Avenue site?
A No.
Q When -- when there's the statements in here that says, "Ms. Doggett recommended that Banneker respond to the issues raised by Jim Graham in a written submission to WMATA," do you remember making that request?
A I do not, but obviously, I did. I mean,

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she's memorializing it.
Q Did you ever receive a response from Banneker?
A No, I have not.
Q So let me go down a little bit because I want to make sure that this is clear. There's a letter of May 9, 2008 which says that Banneker wrote WMATA to respond to further questions raised by Jim Graham.
Have you ever seen that letter?
A Not to my knowledge.
Q Okay. And the letter apparently clarifies that Mr. Williams did not have any outstanding financial obligations due to the District in either his personal or corporate capacities.
At this point, in May 2008, did you know that Mr. Williams owed any money to the District of Columbia or not?
A I had been told that he owed money and -- by sources in the D.C. government. And that was the information I had until it was -- until I received this new information at that time, that the debt had

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been satisfied.
Q Well, I guess I want to make sure that I'm clear on this, because there is a glaring omission in this letter, which is May 29, 2008.
At that meeting, you're talking about Warren Williams and all these things. Do you recall whether a debt owed to the District of Columbia was discussed at that meeting?
A I'm quite sure it was.
Q And so it's fair to say that if it was discussed at that meeting and you were asking about it, you had not seen that May 9, 2008 letter?
A I don't believe I did.
Q Okay. So and we'll come back to the May 29, 2008 meeting. But is it -- sitting here today, is it odd to you that the May 29, 2008 meeting is not described at all in this letter?
A Yes, it is.
Q Okay. Do you know whether -- we know Metropolis withdrew. Do you know when that occurred?
A I do not.

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But you must know.
MR. ZVENYACH: Do you know when it occurred?
MR. BONDI: And Metropolis dropped out? We have that somewhere.
MR. ZVENYACH: It would be helpful to know, because actually, that's one of the issues that I think is also important here, because we know at least by March 6, 2009, that Bank of America had come in.
BY MR. ZVENYACH:
Q So it's fair to say between June of 2008 and March of 2009, Metropolis withdrew; right?
A I believe --
Q Is that fair?
A I believe they withdrew after there was no definition of responsibility. I think that's when they pulled out.
Q And one of the questions you were asked earlier today was whether it was significant, quote unquote, whether the CEO of Metropolis had died.
A Yes.

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Q Is there any discussion in this letter about Metropolis with respect to why Metropolis left?
A No, not that I saw.
Q Is that an omission that strikes you as odd?
A It is. And nor is there -- there's no discussion of the withdrawal of Josh Kern or Donatelli or Metropolis.
Q Okay. So -- and do you recall -- your statements today are that --
A It's called District Development Corporation was the Josh Kern.
Q The testimony that you've given today is that when you spoke with Mr. Karim about LaKritz Adler, that would have been after Metropolis withdrew?
A Yes.
Q So would it be fair to say that it was sometime -- likely, if you'd met with Mr. Karim in July 2008, it would not have happened then if --
A Yes.

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Q -- Metropolis was still there?
A That's correct.
MR. BONDI: Sorry, I didn't follow that. If this were a real deposition, I would object to the form.
MR. ZVENYACH: Okay.
MR. BONDI: But since we're not objecting to the form, I got lost on the dates there, David. I'm sorry, you said then and now, and I apologize.
MR. ZVENYACH: So there are two dates that I'm working with. And it would be helpful to know exactly when Metropolis withdrew. But we know that at least between June 2008 and May 2009, Metropolis withdrew at some point. And there's this discussion of a meeting in July 2008 to discuss the project.
MR. BONDI: I see.
BY MR. ZVENYACH:
Q And so the question is whether that was before or after Metropolis. So if Metropolis had been there, would you have made that statement?
A No, I would not.
Q And if Metropolis had been out by then,

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would you have made the statement?
A I could very well have done it at that time. But I wouldn't have disturbed Metropolis's involvement, because I was very comfortable with Metropolis.
MR. BONDI: I see.
BY MR. ZVENYACH:
Q Is it possible that your concerns about Warren Williams were relayed to Banneker Ventures or any of its principals before the May 29, 2008 meeting?
A Through Rosalyn Doggett.
Q Is that possible?
A That is possible.
Q And is it possible that the -- is it possible that your concerns were not satisfied by the May 29, 2008 meeting?
A Yes.
Q Okay. I think I have just one --
A May I add something to that? It's because of all the lease violations that were occurring with the Reeves Center property. It was not just simply

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the fact that there was a large amount of unpaid rent, but it was also the fact that they hadn't upheld their -- their lease obligations.
Q I want to turn your attention to what's page marked Bates number 12. It's page 8 of the Scott Bolden letter, and it's -- I don't think we discussed this in the deposition. I just want to clarify. "Banneker's allegations of inappropriate conduct by WMATA board member Jim Graham."
Before we get to the first paragraph, take a look at the second paragraph. It says, "specifically, Mr. Graham, in violation of WMATA board rules, has, A, in July of 2008, misused his official position."
Do you see that sentence?
A Uh-huh.
Q And there's the -- this statement, and I want to make sure that we have this right. "To improperly influence WMATA's selection of Banneker by offering to support a separate piece of legislation pending before the District of Columbia council that would benefit a former Banneker

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principal in exchange for Banneker resigning as the selected developer for the WMATA contract."

We've had a lot of conversations about Scott Bolden, the May 29 meeting. Would there be any reason, if you were meeting with Omar Karim in July of 2008, not May of 2008, but in July of 2008, where you would tell him if Warren Williams drops off of the lottery contract, I'll support you on the Florida Avenue site?

A No, none whatever.

Q So but you didn't -- did you meet with Warren Williams in July of 2008?

A No. I have had only one meeting with Warren Williams in my entire life.

Q And it's to the best of your knowledge, Scott Bolden -- sitting here today, do you believe that Scott Bolden would have known at the time that he was writing this letter in 2010, that he would know whether the meeting happened in May of 2008 or July of 2008?

A I would think so.

Q Now, the second specific allegation is

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that you "inappropriately offered Banneker a quid pro quo for a support of Banneker for the project on the condition that Banneker agreed to use a specific developer identified by Mr. Graham."

Now, again, this is the conversation that we've talked to. I want to be very clear here.

Did you ever ask for money to support the Florida Avenue site?

A Never.

Q And to the extent that you -- the use of the term "quid pro quo" here, is it your testimony today that you did speak with Omar Karim about LaKritz Adler in the context of trying to, quote, make it work?

A That's right. And it wasn't -- it wasn't a quid pro quo of any kind. It was simply attempting to assemble a successful deal, which I had been encouraged to do by the mayor.

Q And the last is that "Mr. Graham has not acted impartially and has instead repeatedly demonstrated his bias against Banneker."

I think you've already testified to this,

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but at least by March of 2010, did you believe that Banneker was qualified to conduct this project?

A No.

Q The last thing, and I want to just expand on this. The standards of conduct that were in place at the time do speak to financial interests. Did you have a financial interest in the Florida Avenue project?

A None whatever.

MR. ZVENYACH: I think that's all my questions, but let me just check.

THE WITNESS: Did you happen to see this paragraph in Roman IV where he's asking for $200,000? Did you see that?

BY MR. ZVENYACH:

Q Perhaps I should put that on the record.

So to your knowledge, in 2010, did Scott Bolden make a request that this be settled essentially?

A Well, it was the point of the letter, was -- and that's what Carol O'Keeffe responded to as well, that there would be no -- there would be no

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refund of any of the moneys paid.

MR. ZVENYACH: I think that's all I have. Thank you.

Hold on one minute.

THE WITNESS: Off the record? I don't know why he's doing it off the record. Can I ask myself a question? Is that ever done?

BY MR. ZVENYACH:

Q Is there anything else that you would like to add, Councilman Graham?

A I think I do want to add, in addition to the absence of any financial interest, there's no crime alleged here, you know. Did you get that down?

It just -- I know it seems a little simplistic to say that, but one wonders about all of this in that regard. No crime, no financial interests, no violation of standard of conduct.

MR. ZVENYACH: That's all I have.

MR. BONDI: Well, Councilman Graham, thank you for your time today.

THE WITNESS: Thank you.

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MR. BONDI: I appreciate your cooperation and time and sitting with us for the afternoon. I know we've taken up a lot of your time in your schedule, and I appreciate your flexibility.

We are -- because our investigation is ongoing, we are not going to have a read and sign or make a transcript available. We're not doing that with any of the witnesses.

THE WITNESS: Okay.

MR. BONDI: To protect the confidentiality of our -- our work here. We thank you for your time. As I mentioned at the start, there is no gag order or anything like that, although to protect the integrity of the investigation, we would request that you voluntarily refrain from talking with anyone else about what we talked about today until the conclusion of our investigation.

THE WITNESS: Okay.

MR. ZVENYACH: Can I make a request? And perhaps we can do this off the record, but I do have a request to make.

MR. BONDI: Okay. We're ending.

(Whereupon, at 5:43 p.m., the deposition was concluded.)

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013473

Transcript of the Testimony of **Crystal Wright**

Date: July 26, 2012

Case: In Re: WMATA Investigation of Florida Avenue Property Development

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IN RE: WMATA INVESTIGATION

OF FLORIDA AVENUE PROPERTY DEVELOPMENT

CONFIDENTIAL DEPOSITION OF CRYSTAL WRIGHT

Washington, DC

Thursday, July 26, 2012

REPORTED BY:

CARMEN SMITH

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013476

Deposition of CRYSTAL WRIGHT, called for examination pursuant to subpoena, on Thursday, July 26, 2012, in Washington, DC, at the offices of Cadwalader, Wickersham & Taft, 700 Sixth Street, Northwest, at 10:37 a.m., before CARMEN SMITH, a Notary Public within and for the District of Columbia, when were present on behalf of the respective parties:

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--continued--

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On behalf of the Witness

Also Present:

CHEN SHENG
JESSICA MICHAELS

PROCEEDINGS

MR. BONDI: I'm Brad Bondi, a partner here at Cadwalader and sort of the leader of this motley crew here. This is Brett Sisto, my associate.

MS. MICHAELS: And I'm Jessica Michaels, summer associate as well.

MS. SHENG: I'm Chen Sheng, summer associate, Arent Fox.

MS. WAHL: Barbara Wahl, Arent Fox.

THE WITNESS: Crystal Wright with the Baker Wright Group, three separate words.

Whereupon,

CRYSTAL WRIGHT

was called as a witness and, having first been duly sworn, was examined and testified as follows:

EXAMINATION

BY MR. BONDI:

Q Ms. Wright, we appreciate you being here today.

A Absolutely.

Q As I mentioned, we're with the law firm of Cadwalader, Wickersham and Taft. We were retained

by the audit and investigations committee of the Washington Metropolitan Area Transit Authority.

A Okay.

Q Otherwise known as WMATA or Metro.

A Right, long word.

Q It's the folks that run the Metro, or the train.

A Okay.

Q We were retained by the audits and investigations committee to do an investigation into a development project that WMATA had on Florida Avenue, somewhat near Howard University.

A Okay.

Q We'll refer to that sometimes today as the Florida Avenue property.

A Okay.

Q And there were several developers that were involved in that. The main developer was a group called the Banneker Group. There are two principals there, Mr. Warren Williams and Mr. Omar Karim.

We wanted to ask you some questions

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about -- in particular about some meetings that -- or meeting that you may have attended where one of the WMATA board members was present.

The WMATA board at the time included one of the D.C. councilmen, James Graham, who was on the WMATA board at the time.

Our work is looking at the role of the board in that transaction and, encompassed in that, it's looking at the role of board members and individual board members and whether the board or any individual board members violated any of WMATA's own internal codes of conduct or procedures.

A Okay.

Q We're not a criminal investigative party. We don't charge people with anything. We are a factfinding group, looking to see and evaluate that transaction and the role of the board members in that transaction.

We are not investigating the lottery. That, as I understand, has been investigated and is investigated by other groups.

Our role is focused purely on the

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development of that Florida Avenue and the transaction that led into that.

Nonetheless, there may be overlapping issues with the lottery that we may have to ask you about. But we are not, like I said, investigating the lottery.

A Okay.

Q Because we are a government entity, we hope and expect, and as your testimony is under oath, that you will be truthful to us today. And I have no reason to doubt that.

We are not, you know, a criminal investigative body. Nonetheless, the WMATA code -- WMATA codes provide that if the board is brought aware of suspected criminal conduct, that the board shall report that suspected criminal conduct to the appropriate prosecutor.

If we could start off just for the record, Ms. Wright, stating your full name, please.

A Yes. It's Crystal Simone Wright.

Q And what is your current occupation?

A I'm a public relations consultant. I own

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my own business.

Q And what is the name of that business?

A The Baker Wright Group.

Q And was that a business that you were involved in or owned in May of 2008?

A Yes.

Q And I have an address for the Baker Wright Group of 5853 Nebraska Avenue, Washington, D.C., 20015. Is that the correct address?

A Yes.

Q Okay. I understand, Ms. Wright, that at one point in time, you were retained to represent a group that was affiliated with the lottery or trying to receive the lottery contract. Can you explain your relationship with that group?

A I entered into a public relations contractual agreement as an independent contractor with Intralot and W2 Tech.

Q So you were an independent contractor with them?

A Correct.

Q With whom did you interact at those

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groups, what persons? Who?

A I'm sorry, can you be more specific? I mean, I'm --

Q Did you have a particular point of contact at Intralot and W2?

A Primarily, it was Intralot I dealt with. Byron Boothe was the one who I felt was the primary contact. There were times when I dealt with Alaka Williams, who W2 Tech was the minority partner that Intralot had to hire in order to be considered in the District. And I'm not an expert because I've only dealt with this one.

So to the best of my knowledge, in the District of Columbia, when there's a government contract over a million dollars, I think you have to have a minority participation. I don't know the exact quota of it, but it was my understanding that's why Intralot partnered with W2 Tech, which was technically headed by Alaka Williams.

So I would say Byron Boothe was my primary point of contact with getting facts, factual informations about lottery and such. Dealt with

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Alaka and Warren occasionally, but Byron Boothe and his team Intralot were the primary contact.

Q Okay. And did you have a written engagement letter?

A I did.

Q And did it spell out the scope of your engagement?

A Yes, it did.

Q And what was that scope?

A The initial scope of the contract with W2 Tech, because there were two agreements. One was with W2 Tech initially, and then I think -- and, again, I'm not quite sure when the other one started.

But I think it was a couple months later, Intralot wanted to assume the contract directly because they were paying for it. I'm not sure, but I assume they were paying for it anyway.

So in the contract, when I met with him initially, it was public relations work and then to do some local lobbying of D.C. council members, which I brought in a partner of mine who I have

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known for over 10 years, a good friend.

Q And was that Mr. Link?

A His name is James Link.

Q James Link, okay. And was Mr. Link a subcontractor to you, then, or did he separately enter into an agreement?

A He was a subcontractor in the May contract. And then he directly contracted with Intralot. You have to ask him when he did that, but I know that that happened at some point.

Q Okay. And can you explain just what your role was with respect to the D.C. council?

A I was, again, hired as a public relations consultant. I'm not a lobbyist by trade. So my work -- that's why I brought James in.

And my work was just to sit in on meetings with Jim. So he registered me one time only as a lobbyist in the District of Columbia, to be compliant with the D.C. lobbying laws.

And, again, he did all that, because that's not my area of expertise. But primarily, my job was to educate reporters and just be in the

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meeting to talk about the factual issues around the lottery. That was it.

And just -- you know, it was just we would literally go in and say this is why we won, and this is why you should support us.

Q Okay. And did you set up or participate in a series of meetings with the D.C. council in the spring of 2008?

A You know, I cannot be certain of the time frame of that. I know I had an agreement with Intralot, W2 Tech, however you want to call it, with the lottery team, let's just -- I think that's easier for me to refer to that.

In May, I believe that's when it started. I'm not positively sure, but to the best of my knowledge, my contract said it started in May.

And one of our first tasks was me talking to the press, introducing them to me as the spokesperson. And then Jim Link was to schedule visits -- try to schedule visits with each of the council members.

Q Okay. What visits with whom on the

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council did you attend?

A You know, I really -- it's four years ago. I really -- I probably -- I could tell you -- let's see. I might remember two, to the best of my knowledge.

I think we met with Kwame Brown's staff. We did meet with Jim Graham. He was the only council member that we met with. And I want to say maybe Cheh's staff, but again, don't hold me to that to the best of my knowledge.

Because we tried to schedule meetings with everybody, but I just don't remember.

Q Were there other meetings that representatives of Intralot and W2 -- you said it was W2?

A Yeah. I know, it's confusing to me too. I believe it -- I haven't thought about this account for over four years, but I think it was W2 Tech was the independent, okay. And then Intralot was Intralot.

When you combine the two, they call themselves, I think, I'm not certain, W2-I. But I'm

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not the best person to probably ask, because I haven't thought about this in a while.

Q Do you know if representatives of Intralot or W2 Tech had meetings with D.C. councilmen that you did not attend, that you personally did not attend?

A I have no idea. You'd have to ask them.

Q And you only recall yourself attending two, maybe three meetings?

A Like I said, there could very well be more. I'm not remembering because Jim was handling the scheduling on that.

And sometimes, you know, he would call me and ask me if I could go to a meeting. But I really can't -- I don't want to be held to that count of three, because I really don't have -- and I'm not sure about Cheh and Kwame Brown.

I believe that they included -- you know, they were part of the meetings I attended with Jim. But, again, there could be more, there could -- you know, I just -- I know that Jim Graham was the only council member that met with us in person.

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Q What was the purpose of these meetings?

A Just like any -- you know, I participated in lobbying efforts with trade associations as part of my business on Capitol Hill. And so maybe -- I'm assuming that everybody knows what lobbying is, but you go in and you just try to make your case, whether it's a vote or an issue you're concerned about.

That's what it was here. We were just trying to educate -- we felt many of the council members didn't understand what the lottery contract was all about, that it had actually been -- there was an RFP, and Intralot and W2 Tech won fair and square. That's all we were there to talk about.

Q The meeting with Kwame Brown's staff, did that occur before or after the meeting you had with Jim Graham?

A I could not tell you. I really don't remember.

Q Okay. Do you remember who from W2 Tech attended the meeting with Kwame Brown's staff?

A The meetings that I just outlined to you were just with Jim Link and I. We were tasked with seeing council members.

I'm not aware, you know, of any other meetings that, you know, he and I attended. I don't know what the other parties might have done.

Q So the Kwame Brown staff meeting, that was not attended by Mr. or Mrs. Williams?

A Yeah, it was -- I think it was one of his staffers. For all I know, it could have been another member of the council.

But to the best of my knowledge, I think Kwame Brown's staff was one of the people that agreed to meet with us.

Q When you say "us," that didn't include --

A Jim Link and I.

Q Just the two of you?

A Yeah, again -- yeah, sorry. Yes.

Q And did you have talking points? Did you have a presentation that you did?

A No. We had a fact sheet. It literally was like a Q and A. When did -- when did Intralot apply for the lottery? You know, it was a standard

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Q and A. That was it.

Q Did any of the meetings with Kwame Brown or -- you said Cheh?

A I think. But I'm speculating at this point, so I don't want to be held -- I mean, I think Jim would probably have a better record or memory of what the schedule was, because he just said -- he would literally call me or e-mail me and say, hey, can you join me at this meeting. Just because I've lived in D.C., you know, I read The Post.

Q Putting aside, Ms. Wright, the meeting that we'll go to in a moment with Jim Graham, did the other meetings that you attended, either with staff or perhaps even councilmen, did they ever include any discussion or mention of the Florida Avenue development project that WMATA was doing?

A Not that I remember.

Q Okay. And I take it, Ms. Wright, that as part of your presentations on the lottery, you were not raising or discussing the Florida Avenue development project that was a project that Banneker was involved in?

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A I did not know about that project, so I don't know, no.
Q Okay. Now, I understand you met with Councilman Graham in or around May 29, 2008. Does that sound familiar?
A We met with him in May. I couldn't tell you the date, but yeah.
Q Okay. Can you tell me who set that meeting up?
A I believe it was Jim Link, because, again, he was the lobbyist I subcontracted to handle scheduling. And I think it was his office and maybe an intern, just doing the scheduling.
And, again, making the rounds to all 13 members of council, I think. I don't know the exact number, but I think that's what it is, 13, 12. I don't know.
Q And would the meeting with Councilman Graham, was it a request to meet with him personally, as opposed to his staff?
A No. We made the request through staff offices, just like we -- Jim did on the

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Congressional side, with, you know, federal.
Staff went -- all the requests went through staffers. And I don't know who he -- their scheduler? I don't know. You'd have to ask him about that.
But they were requests, generally. We were assuming we would meet with staff because that's generally who were at the meetings that I remember attending, it was just staff.
Q Who did you plan to attend the meeting with Councilman Graham when you were setting it up?
A Again, Jim Link, my colleague, handled all -- he was the lead on all of this. So he -- it was always the assumption that it would be only he and I, and sometimes it would just be him because it wasn't convenient for me to go.
Q You wouldn't bring any principals of W2 Tech with you?
A That was never a request -- that was never -- you know, we were never asked to do that by either company, to make a request to have any of the council members meet with them. Our job was to have

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them meet with us.
Q I see. And what happened, to your understanding, when Mr. Link tried to set up the meeting with Councilman Graham or his staff?
A They scheduled the meeting.
Q Okay. And who attended that meeting with Councilman Graham?
A It was myself, James Link, my lobbyist friend who I subcontracted with. It was Jim Graham, Alaka Williams and Warren Williams. And I think there may have been a staffer of Graham's. I can't -- I know there was at least one in the meeting. There could have been another one, I'm not exactly sure. Couldn't be positive on that.
But that's to the best of my memory who was at the meeting.
Q And why was Alaka and Warren Williams present for that meeting, as opposed to the other meetings?
A The morning of the meeting, Jim -- my colleague, James Link, said that he was going to pick me up because we live close to each other and

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we were going to go to the meeting together. And I said great.
He comes to my house. And to the best of my knowledge and memory, he was at my house, we were getting ready to leave, and he got a call on his cellphone, I think. I'm not remembering, like, the communication, but I'm pretty sure it was a call on the cellphone.
And he looked at me and said, Council Member Graham is insisting that Alaka and Warren be there. I believe he said both of them.
So I said, okay, well, let me try to contact Alaka, because this had never occurred before in the meetings, like I told you, from my memory and Jim -- you know.
So I scramble that morning, finally got hold of her. And I think -- I believe Jim told me that Graham would not -- he didn't want to meet with us unless Alaka and Warren were going to be present.
So we were like, okay, fine. I mean, you know, he gets -- he's a lobbyist, and he didn't think it was -- he said he wants to meet with them,

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let's meet with them.
So I called her. We somehow got it scheduled, and we -- I don't know if the meeting was changed or what, but they ended up coming.
Q Did that strike you as unusual in any way?
A You know, not really.
Q Not at the time?
A Not at the time. I mean, like I said, Jim is the lead on this. He lobbies Congress every day. He didn't think it was unusual. He said, you know, he gets -- but you would have to ask him about this.
But no, I didn't think it was weird. I was like, he wants to meet with Alaka and Warren. Okay. We've got to get them there.
Q And was there any discussion with Alaka and Warren about what they would say during the meeting?
A No, not that I remember.
Q Did you plan for -- did you or Mr. Graham, to your -- excuse me.
Did you or Mr. Link, to your knowledge, plan to have a speaking role for Alaka or Warren in

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that meeting with Councilman Graham?
A Again, this was on the fly, so there wasn't -- we were just focused on getting to the meeting and our original goal, which was to just educate Council Member Graham, just like all the other offices, about the merits of Intralot winning the contract.
Q What time of the day was that meeting?
A I don't really remember, but I'm thinking it was in the afternoon. I can't be positive.
Q Okay. And I'm going to ask you quite a few questions about --
A Sure.
Q -- what happened in that meeting.
A Right.
Q And I know it was several years ago, but to the best of your recollection --
A Absolutely.
Q -- could you try to give us as much details as you can about that meeting?
So when you walked in the meeting, where was everyone seated? Do you remember who was

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sitting where?
A Let's see. I was -- I just remember being on maybe this side of the room, like I am now. And I think Graham was near his desk, which was this area (indicating).
And to the best of my knowledge, maybe Alaka and Warren were, like -- you know, it was a room about this size. They were, like, over here somewhere (indicating). And then his staffer was there, but I think he may have been on that side of the room.
Q Okay. And, Ms. Wright, can you tell us everything you remember being said at the meeting and the chronology that was said? And I'll ask you to just tell me everything you remember, and then we'll break it down in a moment.
But how did -- I'll start off, how did the meeting begin?
A You know, I really don't remember how the meeting began, to be honest with you. It was about -- like I said, it was four years ago. I haven't thought about the meeting in quite a while.

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But the only thing I really remember is at some point -- you know, Graham was affable. You know, he reminded me of like an old southern guy or something in a weird way.
He was affable. Maybe I'm -- maybe pleasantries were exchanged. I just remember him, you know, kind of affable.
And then I don't remember him talking to Jim or I at all. At one point in the meeting, in fact, he looked at us, and he said, after directing the entire conversation, I would say mostly to Warren Williams, he said, "who are you?" And he looked at me and my colleague, Jim Link, and asked us who we were.
And I said -- you know, I introduced who I was, Jim introduced himself, and that was it.
Q Did you or Mr. Link get into your fact sheet and what you were there to present?
A Not at all. Not at all.
Q Okay. Did you or Mr. Link do any talking at all?
A I -- to the best of my recollection and

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memory, I don't -- I think besides introducing who we were, I don't really remember saying much more than that.

Q Okay. So what do you recall happening at the meeting? If you were there to meet on the lottery --

A Right.

Q -- did you talk about the lottery?

A I mean, we -- I would say not me personally or Jim. I don't remember us having vocal roles, as I indicated earlier.

I do remember at one point the council member just turned to Warren Williams and was fixated on him. You know, he just kept asking him a lot of questions about -- I don't -- you know, he went back -- it was strange.

It was just like he was just -- it was almost just like stream of consciousness, you know. He said to Warren Williams that he felt like Warren had been behind a campaign to fund his enemies, I believe. And I don't really know beyond that what he meant by that.

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But Warren -- then they had an exchange about Warren saying, "I didn't fund your enemies," and they went on about, you know, all this stuff. I don't remember all the details. But that kind of kicked it off.

I mean, that's one thing that stands out in my mind, the conversation.

And then the only time he mentioned the lottery contract was he said, you know, I get -- and I'm really not remembering. I'm trying to paraphrase because there's been a lot of stuff.

I read a recent article by Colbert King, and I was actually on vacation in New York, so some of that I might be remembering from that, rather than -- so I'm just giving you paraphrase here. It's not --

Q Okay. And I want you to remember what you remember, not necessarily what was reported.

A I'm just clarifying, some of that has been clouded by the news article three weeks ago that Colbert King wrote.

But what I remember, to the best of my

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knowledge, is that after saying this -- going on about this funding of enemies, he looked at him, and he said -- you know, I do remember at one point, he said he thought Alaka Williams was a charming woman, Jim Graham did.

And then he said, you know, this one phrase, you know, he said, well, I might feel differently about the lottery contract, that's when he brought it up, if you weren't involved in these other deals and if -- you know, he felt like he was a good friend of Adrian Fenty's, and basically the paraphrasing of what he said. So --

Q Let me back up a bit. Did -- did Councilman Graham show any documents at that meeting? Did he pull out any --

A Not that I recall.

Q -- posters or anything like that?

A I mean, I do recall him at one point reaching over to his --

Q Desk?

A Yeah. But I can't tell you -- I can't be definitively sure whether or not he pulled something

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out.

Q Okay.

A I don't remember. I mean, that's not standing out. You asked me about what I remember from it, and that's kind of what I remember.

Q Now, did Councilman Graham mention Banneker? Does the name Banneker --

A Not that I recall.

Q Okay. And did Councilman Graham mention the Florida Avenue development project?

A I don't recall him using that name, Florida Avenue.

Q Did he mention anything about Metro or WMATA?

A The only thing I remember is him mentioning -- looking at Warren and saying, I would feel a lot better if you weren't involved in these other deals.

And I can't be sure if -- he could have referred to it as Metro, but I just remember the word "deal."

Q Deal or deals? I'm sorry.

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A I don't know. It was deal or deals. I'm paraphrasing because, you know, I'm not -- but he -- what I -- again, what I remember is that he kept saying, I feel like you're friends with Adrian Fenty and you're getting a lot of deals -- maybe that's what he said, deals -- with respect to the lottery.

And then he referred to this other deal, which could have been Metro, I'm not -- he didn't necessarily use that by name, but it seemed like that was what he was referencing.

Q And why did it seem like that was what he was referencing?

A Because he talked about -- it was something about, like, a parcel of land or something like that. I'm not remembering that he necessarily referred to it as Metro per se, because, again, I -- I was in there to meet for the lottery.

And I -- you know, there was no other reason for me to be there, so this was all news to me. I had no idea, really, what they were talking about.

Q And did Councilman Graham mention Warren

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Williams' involvement in land development? Is that what you understood?

A That's -- you know, again, when I read the Colbert King story, a lot of that was kind of like, oh, is that what that was about? And this was four years ago, so I'm trying to remember what I remembered. And that's a little hard.

I'm trying to give you things that stuck out in my head at the time about the conversation.

Q Okay. Did Councilman Graham say something to the extent that Warren Williams had won too much?

A He only said -- when we -- when there was discussion about the lottery contract, and maybe, you know -- I don't know if Warren was talking about the lottery or Alaka, because he did direct some conversation to Alaka.

He just said at one point he would feel a lot better -- this was a paraphrase quote that I remember him saying, I can't be held to being quoted on it, but something to the effect of he would feel a lot better about whatever this other deal he was referencing in the meeting if Warren wasn't involved

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in the -- I'm sorry, let me rephrase that, because now I'm getting confused.

He would feel a lot better about the lottery contract if Warren wasn't involved in another deal or deals in the city, because he felt like because he was friends with Adrian Fenty, he was getting -- his friendship was allowing him to maybe have access to deals that others wouldn't.

That's the impression I -- you know, that's what he said, I would feel a lot better about the lottery contract if you weren't involved in other -- I don't know if he said deal or deals. I can't be sure.

Q And did you interpret that, Ms. Wright, as Mr. Graham suggesting that Warren Williams pull out of another deal in order to get the lottery contract?

A You know, I don't remember. I don't really remember what -- I would hate to try to speculate on what I thought about something 4-1/2 years ago. I didn't really have an opinion about it.

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Q Well, as I understand, Ms. Wright, you'd expressed to other folks that you thought Mr. Graham's comment during that meeting was inappropriate.

A I really don't remember saying that.

Q Okay. Did you think his comment was inappropriate?

A I don't remember having an opinion on it at the time.

Q Do you have an opinion now? Was his comment inappropriate?

A I can't -- I just remember thinking, gosh, I wish we could talk about the lottery. That's really what I remember thinking at the time.

Q Do you have -- do you believe his comment, though, was inappropriate?

A I don't have an opinion on whether it was inappropriate or appropriate.

Q Were you --

A I felt like -- what I felt was that he -- what he said. I took him at his literal comment. He felt that, according to him, that Warren was

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getting deals because he was friends with Adrian Fenty. That's what he said; that's how I took it.
Q Did Councilman Graham say something to the effect of you have to give me something or you have to give up something?
A I don't -- I don't remember him saying that.
Q Did you interpret Councilman Graham's statement about the other deals as being a quid pro quo? In other words, I'll support you for the lottery if you pull out of another development deal?
A No, I interpreted -- or rather I took it, because I don't really have an interpretation, but I took it as him -- what he literally said, that he was not happy -- he felt, in his mind, that Warren Williams was getting deals because of his friendship with Adrian Fenty. That's how I took it.
Q So you did not take it as a quid pro quo?
A I took it as, again, the councilman's words, that he did not like the fact that Warren Williams was friends with Adrian Fenty.
Q Was the councilman raising his voice at

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all during the meeting?
A Not that I remember. I mean, I know that he talked a lot. I remember him talking a lot, almost stream of consciousness, like I said. It just -- it was somewhat to the effect of rambling is how I kind of -- you know, I was sitting there thinking, it would be nice to talk about the lottery contract.
And I remember Jim and I laughing at some point during the meeting, like why are we here? You know, when are we going to talk about the lottery? So --
Q Did he seem angry?
A No, I -- I don't know if I could say that. I don't have enough recollection about the nuances of it to say whether he was, you know, emotional -- to give you a read on his emotional state.
Q Was he accusatory?
A He just -- again, he directed his conversation to Warren Williams and just kept going over -- he almost seemed paranoid, in a way, about this funding enemies stuff. I remember him

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repeating that several times.
Q Do you remember the name "Skinner" being brought up in the meeting?
A I've heard of Skinner's name, but I don't know if he was brought up during that meeting.
Q Do you remember a reference to a poster that said something to the effect of Graham -- "Grahamzilla, the black business killa"? Do you remember --
A I don't remember all that, but I do remember there was talk of some poster.
Q Did Mr. Graham pull out that poster at all during the meeting?
A Not that I remember, but I couldn't -- you know.
Q Okay. Was there reference during that meeting, do you recall, to a Web site of a business that Mr. Williams was involved in?
A I don't remember that.
Q Do you remember Mr. Graham talking about Mr. Williams' qualifications as a developer?
A No, not really. I don't remember that.

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Q Were you surprised or shocked by anything that Mr. Graham said in the meeting?
A I was just surprised we weren't talking about the lottery, because that's why the request was initially made.
Q How did the meeting end?
A I don't really remember. I just know that we were there, I would estimate, like 45 minutes or an hour, and then at some point it ended and we left.
Q Did it end on the point of Mr. Williams getting too many projects or deals or --
A You know, again, I don't remember how it ended. I just remember I was glad it ended, because I thought we were going to be there to do the business of the day that I was hired to do, which is talk about the lottery contract.
But other than that, I really don't remember how it ended. I mean, I just felt like we walked out, and that was it. I don't remember -- you know, nothing stands out in particular about that.

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Q What were you doing during the meeting?
A I was sitting there listening and --
Q Taking notes?
A Yeah. I mean, I take notes.
Q I understand you may have been taking notes in a notebook with green flowers or some sort of designs on the cover. Does that ring a bell?
A Well, no, the design doesn't, because I've been doing this work for probably almost 20 years.
So if you tried to ask me what color is every notebook I've had over 20 years, there's no way I'd be able to tell you that. But I keep notebooks. It's a practice I've done since my days working at Fleishman-Hillard and when I was a reporter.
Q Were you taking notes during that meeting?
A Yes, I was.
Q What did you do with those notes?
A I don't know. I've got rid of them, like I do most of my client notes.
Q How did you get rid of them?
A I don't really remember. I just -- I

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don't have them anymore.
Q You don't remember how you got rid of them? Did you throw them away? Did you dispose of them?
A Most of the time, I throw stuff in the trash.
Q Did you provide them to anyone?
A No.
Q Did you make copies?
A No.
Q Did you allow anyone to read those notebooks?
A Not that I remember.
Q Did you allow a Washington Examiner reporter to look at that notebook?
A Not that I recall.
Q Did you ever meet in person with a Washington Examiner reporter where this meeting was mentioned or discussed?
A Not that I remember. But at the time, I -- when I was a spokesperson for Intralot, I talked to reporters a lot, on the phone, sometimes I

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would meet with them in person, about the lottery contract.
Q Do you know a Washington Examiner reporter named Myer? Does that name ring a bell?
A He sounds familiar. He's probably one of the people that I talked to during that time. I think his first name is Bill, maybe.
Q Bill Myers?
A Yeah.
Q What was your relationship with Mr. Myers?
A He was a source for the lottery contract.
Q I'm sorry, he was a source?
A A source in that -- I'm sorry, let me rephrase that.
He was one of the reporters that I was a source to for the lottery contract. And he would also sometimes tell me things about what he was hearing from the different agencies. Like Marc Fisher as well with The Washington Post.
Q Did you have a personal friendship with Mr. Myers?
A I had a friendship with him. I wouldn't

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characterize it -- you know. I have friendships with lots of reporters.
Q Where -- do you recall ever meeting with Mr. Myers in person where you had a notebook with you, the notebook with you from that meeting?
A I don't recall. You know, I don't recall. But, I mean -- yeah, I don't recall exactly if I had a notebook or the time -- like I said, I met with him. I don't know how many times I met with him about the lottery contract. I also met with Marc Fisher. I met with a lot of reporters at the time and talked to them frequently on the phone and e-mailed them.
Q Did you meet with Mr. Fisher in person?
A You know, I don't remember.
Q Did you meet with Mr. Myers in person?
A Yes, I believe I did.
Q Where are all the places you recall meeting with Mr. Myers?
A I couldn't begin to tell you. I have no idea.
Q You have no idea where you met with him?

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A I mean, we could have met at coffee shops. I don't know. I mean, I meet with reporters at a variety of places, restaurants, coffee shops. You know, I don't remember exactly where I met with him. It could have been a coffee shop.
Q Did you provide Mr. Myers or Mr. Fisher with any information relating to the meeting with Councilman Graham?
A Not that I remember.
Q Did you discuss with either of them the meeting with Councilman Graham?
A Not that I remember.
Q Did you discuss with any reporter the meeting that you had with Councilman Graham?
A Not that I remember.
Q Going back to the meeting itself, did Councilman Graham ask for anything or request anything from Mr. Williams or Alaka Williams?
A Not that I remember.
Q Did he -- did he imply or suggest, in your understanding, that he would be more supportive of the lottery contract if Mr. Williams or Ms. Williams

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did anything?
A Not -- not to my memory, no.
Q And you have no recollection of ever saying to anyone that you thought Councilman Graham made an inappropriate statement?
A I don't recall saying that. This was -- you know, again, it was 4-1/2 years ago. And us talking about it now is probably the first time I've thought about it in that time.
Q Okay. You mentioned you read The Washington Post, you've read some articles about this, including Mr. King's article.
A I read Mr. King's article, I think it was like three weeks ago, I remember, because I was in New York on vacation.
Q When you read the article, was there anything that was -- that you thought was misreported, based on your personal knowledge?
A I hadn't thought about the topic in a while, so I just was reading it, going, oh, okay, this is interesting. That was the only thing I -- you know.

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Q There was nothing that struck you as this isn't right, this is wrong?
A Well, I don't even know if I remember the blow-by-blow of the article now. It was a couple weeks ago. But I just read it, kind of laughed and thought, okay.
Q Was there anything, though, that you read that struck you as being incorrect?
A I don't really remember all the details of the article. So, again, I read it. I was having coffee. I read it once. You know, that was it.
Q So I take it that's no, nothing struck you as being incorrect?
A Well, I'm not remembering -- you know, I don't remember at the time when I was at the Gramercy Park Hotel on the rooftop having coffee what I felt at the time about it.
So I read it. I was reading The Post with a lot of other things, and I thought, this is interesting, hmm.
Q There are persons who have described what happened at the meeting with Councilman Graham as

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being a quid pro quo, that Councilman Graham was suggesting or implying that he would support the lottery if Mr. Williams pulled out of the Florida Avenue development project. We've heard that from witnesses.
Do I understand that you did not have that impression?
A I don't really remember what impression I had back then. I do remember that Jim Graham seemed to be frustrated, in his words, that he thought Warren Williams was getting a lot of deals because of his relationship with Adrian Fenty, and he said, quote, he would feel differently about the lottery contract if he wasn't involved in this other deal, or deals. That's what I remember.
Q And by -- what did you take it to mean when he said he would feel differently?
A Well, that he would feel differently. I mean, I can't speak for Mr. Graham about what he was thinking at the time. That he would feel differently.
Q But did he say how he felt about the

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lottery contract? I mean, if he was saying he'd feel differently --

A He didn't really have an opinion one way or another. That wasn't my takeaway. He did look at Alaka Williams, who was going to be CEO of the lottery at that time, and said, I think you're a delightful young woman.

I take that to mean -- maybe he said at one point -- again, I'm trying to remember something from 4-1/2 years ago. He may have said at one point, hey, lottery contract sounds good. I'm paraphrasing here. He didn't seem to express a lot of concern with the lottery contract.

And I really don't remember Jim and I having an opportunity to give kind of our spiel about here -- we won the RFP fair and square and all that.

So I don't remember him having a negative opinion on the lottery, I would say. That would be my takeaway, to the best of my memory.

MS. WAHL: If you're going to pause, could I have a water?

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THE WITNESS: I feel like I have sandpaper in my mouth.

MS. WAHL: That's what happens when you talk a lot. Everybody take a drink.

(Laughter.)

THE WITNESS: Thanks.

BY MR. BONDI:

Q How long did the meeting last?

A I don't really remember. I'm thinking it was maybe 45 minutes to an hour. I don't know. I can't be held -- I can't tell you that for sure. That's how it -- at the time, I would say if I was guesstimating, that seemed to be what it was.

Q So what happened after the meeting ended? Did you congregate with the group somewhere else?

A We all walked out together.

Q And then what?

A I really -- I don't -- you know, I think we all went our separate ways. And there was, I think, maybe Warren had -- he was saying something about -- I don't remember exactly what his thoughts were about it.

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And I remember us, you know, leaving.

Q What do you remember Mr. Williams saying?

A I don't -- you know, I don't -- I remember we talked about it. I can't tell you, I don't remember the specifics about what we talked about.

We walked out of the meeting. I actually was late to another meeting because this meeting had been rescheduled. So I remember I had to drive all the way to, like, Ward 7 to meet with a client of mine, and I was late for that meeting.

So I got -- you know, I was focused on going to that.

Q Did you make any phone calls after the meeting to anyone?

A I don't remember making phone calls. I may have made a phone call to my client at the time, telling him I was late, my friend David -- I mean, my client friend David.

Q Different client, unrelated to the lottery?

A Correct. Because I was late to another meeting, and I had to go all the way up Benning

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Road.

Q Did Mr. Williams in your presence make a phone call to Mr. Boothe?

A Not that I remember. He could have, but I don't remember.

Q Were you privy to any conversations with Mr. Boothe about the meeting in Councilman Graham's office?

A Conversations with who? I don't understand your --

Q Mr. Boothe.

A Okay.

Q As I understand, Mr. Boothe is with Intralot?

A Correct.

Q Okay. Were you present for any conversations that you or any members of the group that was in with Councilman Graham had with Mr. Boothe concerning that meeting?

A I don't remember having phone calls after that meeting with anyone, because I was late going to another meeting. That doesn't mean other people

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didn't. I mean, you'd have to ask them. But I don't remember having any phone calls.
Q Who is A. Scott Bolden?
A He was counsel to Warren and Alaka, I believe, Warren Williams. I'm not sure what his relationship was. But he was their counsel.
Q Did you have any conversations with Mr. Bolden following the meeting with Councilman Graham?
A I think we all had a meeting over at Reed, Smith. I don't remember if it was before or after the meeting with Jim Graham.
Q And Mr. Bolden, was he your attorney?
A He was not my attorney. Again, I -- to the best of my knowledge, I think he was the attorney for Warren Williams. And that was just -- and, again, I'm speculating here.
But what I assumed at the time was that he helped Warren and Alaka with their business affairs and whatever else, because he was definitely representing -- I had no agreement with him.
Q And was he representing W2 Tech?

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A I believe so at the time, yes.
Q And why was there a meeting at Mr. Bolden's office?
A You know, I don't know. You'd have to ask him. But I just remember us being over there sometime in May.
Q And following the meeting with Councilman Graham?
A I'm not sure. I just remember there was a meeting with -- over at Reed, Smith offices with Scott Bolden, Jay Lapine, which was Intralot's attorney, myself, James Link, and I think Warren and Alaka were in that as well.
Q At that meeting, did Mr. Bolden ask you about your notes that you took?
A Not that I can remember, no.
Q Did you --
A I remember we were talking about a meeting -- all of us following the meeting at Reed, Smith were supposed to go meet with Bill Myers at -- he's with the Washington Examiner. We had a group meeting with him, I don't think -- Jim Link was not

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there, but it was me, Alaka and Warren were supposed to meet with Mr. Myers and talk about just lottery stuff.
And I think the meeting that I'm thinking of, Scott Bolden, I just remember him saying, oh, be careful before you guys talk to the reporter. And we were like, okay.
That's what I remember from that meeting.
Q Did you have any communications with Mr. Bolden about your notebook at any time?
A He e-mailed me.
Q Okay. And what did he say?
A At some point after the Graham meeting, he e-mailed me and asked me for my notebook.
Q And what did you say?
A I told him no.
Q Okay. Why?
A Because I found it to be a weird request. And I don't have a document retention policy. And I've never had a client -- and he's not my client -- ask me for any of my documents.
Q Did you have the notebook at the time, or

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had you thrown it away?
A Not that I can remember.
Q Not that you remember, you didn't have it?
A Again, not that I -- I don't remember having it at the time that he asked me for it. But I can't be sure. You know, this was 4-1/2 years ago, and you're asking me to remember, you know, things that I haven't thought about in probably 4-1/2 years, four years, I don't know.
Q He asked you for a notebook; right?
A Uh-huh, right.
Q And you say no?
A That's what I said.
Q If you didn't have it, why didn't you just say, "I threw it away"?
A I don't know. I don't know. I really don't remember. I just said no.
I mean, I -- people usually accept yes-or-no answers from me. I didn't know I was required to give him an explanation.
Q Did Mr. Bolden ask you to maintain that notebook and not throw it away?

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A I don't really remember. I do remember him asking me for the notebook.
Q You don't remember him instructing you to maintain the notebook?
A I don't remember that, no. I remember him asking me for the notebook.
Q Approximately how long after the meeting of May 29 did you dispose of the notebook?
A I do not remember exactly when I got rid of the notebook.
Q Was it a year later?
A You know, I really don't remember.
Q Less than a year later?
A I really don't remember.
Q More than a year later?
A I really don't remember. I haven't had it for quite a long time.
Q And you don't have any idea even what year you disposed of that notebook?
A You know, to the best of my knowledge, I would say it could have been four years ago. But I can't -- I just -- I can't give you a definitive --

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you want a definitive answer, and I really don't remember.
Q No, I want a year. Was it 2008? 2009? 2010?
A I really -- I don't remember. You know, I haven't had it in a long time, so -- I could speculate, but --
MS. WAHL: But your lawyer will tell you not to, please.
BY MR. BONDI:
Q And when you disposed of the notebook, do you remember throwing it in the trash? Do you remember --
A I usually throw -- I have a trash can in my office. I have an office in my house, so usually everything ends up going into the big green can.
Q Would you have disposed of the notebook while the lottery contract was pending?
A Yeah. I mean, I could have. I mean, I don't -- I don't have a document retention policy, and I dispose of stuff daily. So --
Q You throw out notebooks daily?

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A I throw out notebooks. I throw out -- you know, I'll print off memos from clients, I'll print them out -- I print them out so I can read them better, rather than on the computer screen, and then I throw them out and delete the e-mail.
Q Why did you take notes at the meeting?
A I don't really know. Because I -- I think I explained earlier, I've been in the habit of taking notes since my days I would say primarily at Fleishman-Hillard. When I started work for them in 1999, I saw all the other public relations personnel carrying around notebooks, so I decided to follow their practice.
It's more of a habit than anything, I would say.
MR. BONDI: We'll take a one-minute break, please.
THE WITNESS: Sure.
(Recess.)
BY MR. BONDI:
Q Ms. Wright, thank you. You mentioned that there may have been one or two staffers from

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Councilman Graham in the office. Did they participate in the meeting?
A I recall there being one staffer of Graham's, and yes -- you asked me who was in the room at the beginning of the deposition, and I think I indicated that to my recollection, he had one staffer there on maybe this side of the room, where you're sitting.
Q And what did he say?
A I could not tell you. I have no idea. I don't remember. I just remember him being there.
Q Do you recall him saying anything?
A Again, I don't remember. He could have, but I don't remember.
Q You mentioned the meeting taking about 45 minutes. Is that what you recall?
A You know, I really don't know. It felt like, as I think back on it, maybe 45 minutes to an hour. I don't know.
Q Approximately how much of that meeting was Councilman Graham doing the talking?
A That's hard to say. But I can -- from

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what I remember, I felt like he talked a lot.
Q More than 75 percent?
A I couldn't say that, but maybe I could say to the best of my knowledge, maybe more -- about 50 percent, more than 50.
Q More than 50?
A Yeah.
Q And then the other person talking the other part of that meeting was?
A I felt like Warren was talking the most. If you had to give me the -- if I had to rank who got more mouth time. You know, you're asking me -- I mean, I'm trying to do it more in -- I would say Warren and then maybe Alaka. And then I don't remember Jim and I -- I mean, I think if you wanted to do percentages, I would say we got maybe less than 5 percent, 1 percent.
Q Did the meeting end in a cordial way?
A I don't really remember how it ended. I just remember, you know, we got up and we walked out of the meeting.
Q Did Councilman Graham's demeanor change at

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all during the meeting?
A I mean, I don't know if I -- if I -- my impression, as I think back on this, which was four years ago now, is that I don't know if I can characterize his emotion per se. But I think that he seemed -- I don't remember him raising his voice or anything like that.
But I do remember him just constantly asking -- directing conversation to Warren.
Q And you mentioned about the topic of enemies or funding the enemies; is that right?
A He brought that up. I'm sorry, he, as in Jim Graham, brought that up.
Q Okay. What other topics do you remember Councilman Graham bringing up?
A I remember him bringing up the enemies, like I told you, funding my enemies, kind of paranoia it struck me as. But, again, not -- just him kind of saying it -- directing conversation to Warren.
He mentioned the lottery contract. I don't remember specifics about, you know, him saying

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a lot about it, except that, oh, you know, he really didn't seem to be opposed to it, was how I struck it.
And then he said something about -- the third thing I remember him saying and talking about was he felt like Warren was close friends with Mayor Fenty and he was getting, quote, a lot of deals because of that friendship. And quote -- and, again, I'm paraphrasing, he would feel a lot better if Warren wasn't -- he would feel a lot better about the lottery contract if Warren wasn't involved in these other -- I thought he said deals but I could be wrong. Deal, deals. I can't remember exactly if there was an S on it, but that's what I remember.
Those are the three things that stuck out to me about the meeting.
Q Anything else that you recall as a topic?
A No, not to the best of my knowledge, no. Those are the three things that I recall.
Q Did Mr. Williams discuss in the meeting the merits of the lottery contract?
A You know, I really don't remember him -- I

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don't remember specifics being talked about the lottery. I mean --
Q In general.
A I mean, I remember the lottery contract coming up. And I think --
Q In what context?
A I don't -- I don't know. I just remember the topic did come up, the lottery contract.
Q And who raised that topic?
A I don't know. It could have been -- you know, I don't want to speculate, but as I indicated before, Jim and I were there. He knew we wanted to talk about the lottery contract. That's why the meeting was scheduled.
So any number of people could have tried to interject and talk about the lottery contract and brought it up first, you know.
So I can't tell you, like -- you know, I don't -- I just don't have a good memory of that.
Q I'd like to start showing you some documents, and my colleague, Mr. Sisto, is going to go through a few documents that occurred following

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that meeting.
(Wright Exhibit 1 identified.)
BY MR. BONDI:
Q But I'll start with the subpoena that we'll mark as Exhibit 1, which is the subpoena we sent to you to appear today.
A Uh-huh.
Q Initially, Ms. Wright, when my colleague called you, she hung up -- or you hung up on her; is that right?
A Yep, that would be correct.
Q Why did you hang up on her?
A Because I didn't have a need to talk to her.
Q Do you normally hang up on people?
A Yeah, actually, I do a lot. I hang up on a lot of people.
Q Was she cordial to you, my colleague?
A I don't really remember. I remember her calling me incessantly on a Friday afternoon after I got bad news from a doctor's office.
Q And did you understand that she wanted to

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talk to you about the meeting that you were a part of on May 29?
A No. The only thing that she asked me in my limited contact with her was that she wanted to talk about something relating to WMATA, and I told her I didn't have any clients that worked with WMATA, so I didn't know why she was calling me.
Q You're here today pursuant to a subpoena which is marked as Exhibit 1.
A Yes.
Q In the subpoena, we've asked for three categories of documents. First of all, have you seen this subpoena before?
A Yes, I have.
Q Okay. Could you do me a favor and take a look at the three categories of documents?
A Yes.
Q Okay. And have you produced all -- have you done a diligent search yourself for documents responsive to this subpoena?
A Yes, I have.
Q Okay. And have you produced all documents

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that are responsive to the subpoena to your lawyer?
A I didn't have any documents to produce to the lawyer.
Q And if you note, the third document asked for any notes --
A Right.
Q -- relating to any meetings, including that meeting on May 29, 2008.
A Correct, uh-huh.
Q And you looked for your notebook, and you weren't able to find it?
A I did indeed. And I don't have anything related to number 3.
Q Did you ever make any photocopies of your notes from that meeting on May 29?
A Not that I recall, no.
Q Do you know if anyone else may have made photocopies of your notes from that meeting?
A Not that I recall. I don't know how they would. I don't give my notebooks to people.
Q Okay. And you have no recollection of ever showing that notebook to anyone?

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A No, I don't remember showing it to anyone.
MS. WAHL: So are we switching questioners?
MR. BONDI: We are, yes.
MS. WAHL: Okay. That's rather unorthodox.
MR. BONDI: We like unorthodox.
MS. WAHL: Well, just so our two law students know, this is extremely unusual. Usually, you're only allowed to have one questioner.
(Wright Exhibit 2 identified.)
EXAMINATION
BY MR. SISTO:
Q All right. Crystal, we've marked this as Exhibit 2.
A Okay.
Q This is an e-mail from you, sent to Alaka Williams, Warren Williams, Jay Lapine, Byron Boothe. You copied Jim Link and Scott Bolden. This is sent Monday, June 2, 2008, at 2:05 p.m.
Subject of the e-mail is Graham, and you have marked this as --

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A Am I looking at the right e-mail? Because I have --
Q The top is the --
A -- something that says October 6, 2011.
Q Right. That's the top e-mail. That's how it was provided to us.
A I'm sorry. I was looking at the wrong thing.
Q It's the bottom e-mail.
A Okay. Got it.
Q You marked this e-mail as high importance.
A Okay.
Q Could you please read the e-mail?
A "Jim said that Graham e-mailed back thanking him also and say do you think they will do anything. It is pretty clear he wants us to come back with something."
Q What does that mean?
A I couldn't tell you. I don't remember.
Q You sent an e-mail to the entire team, in the sense of -- this is the Monday after this meeting, May 29, happened on Thursday. This is

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Monday.
A Uh-huh. You're asking me to go back how many -- okay. So let's do the math.
This is what year -- we're in 2012. The month we're in is July. You're asking me to remember what I put in an e-mail over four years ago. And I'm telling you I don't remember.
Q I understand that it's been a while. But you marked this e-mail as high importance.
A Uh-huh.
Q You have --
A I mark a lot of e-mails as high importance. I don't remember what I meant by this.
Q Do you recall why Graham would expect them to do anything as a result of this meeting?
A Well, I can't speculate about what Jim Graham thought or whatever. I don't remember sending this e-mail, and I don't remember, you know, why I would send it.
Q I mean, I'm not asking you to speculate. The second sentence says, "it's pretty clear he wants us to come back with something."

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So you at this time thought it was clear that Graham wanted something?
A I don't remember what I thought. I don't remember about the e-mail. I don't remember why I would say "pretty clear."
Q Nothing at all?
A Nope.
(Wright Exhibit 3 identified.)
BY MR. SISTO:
Q I've just provided you with Exhibit 3. This is an e-mail from Jim Link, sent Monday, June 2, 2008 to Warren Williams, yourself, Crystal Wright, Alaka Williams and Scott Bolden. This is Bates labeled WMATA-INQ 013510.
The e-mail chain starts at the bottom. If I could just ask you to review the e-mail and let me know when you've read it.
A Yeah, I'm trying to figure out where it starts. The only thing I see is at the top.
MS. WAHL: So if you want to help her figure it out, I don't think she's --
BY MR. SISTO:

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Q Sure. It starts -- the first one starts at the bottom.
A What am I reading? Who is that from?
Q About five lines up from the bottom, it says "original message." That was the e-mail that we just reviewed prior, Exhibit 2.
A Okay.
Q And then there are about three more e-mails. It's an e-mail chain. Unfortunately, the formatting is not great as we've been provided it.
MS. WAHL: So is the way that you read this that --
MR. SISTO: It's chronological. It starts from the bottom to move upwards.
MS. WAHL: You start here. Is each e-mail separated by somebody having highlighted this?
MR. SISTO: Yeah. It says -- as we were provided, it says "original message," then there's two highlights. And the third e-mail is on top from Jim Link.
The original message is from you, the previous one that we saw. The second message is

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from Warren Williams sent June 2, 2008. And the third e-mail is the e-mail from Jim Link.

MS. WAHL: Well, then there's the fourth at the top; right?

MR. SISTO: And the fourth one is, correct, when the e-mail was provided to us.

(Witness reviewed the document.)

THE WITNESS: Okay.

BY MR. SISTO:

Q So in the second e-mail from Warren Williams, he says, "even though I don't like it, to prove that I'm on board and nonthreatening, I would give him the WMATA project."

Now, he says that in direct reply to your e-mail that says Graham, you know, asked if you will do anything. Why would he say that?

A You have to ask him. I don't know why he said it, because I don't really understand -- I haven't seen this. I don't remember seeing this. This is the first time I've seen it.

Q You were sent this e-mail. You're on this e-mail.

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A No. I wasn't sent this e-mail --

Q Go ahead.

A It's very confusing the way you have it presented. I don't know why Warren responded. That's the way Warren responded.

Q Okay. Then Jim says, "should be upfront with Graham about why this piece of his request cannot be accommodated." Link seems to understand what the request was.

A I don't know what --

MS. WAHL: He's got to ask you a question.

THE WITNESS: Oh, I'm sorry.

BY MR. SISTO:

Q Warren Williams seems to understand what that request was. You're saying you don't understand Graham to have made any sort of request at the meeting?

A No. As I told you, when we were in the meeting, what I understood Graham to say is that, quote, he would feel a lot better if Warren -- about the lottery contract if Warren Williams wasn't in all these, quote, deals.

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Q Does this e-mail refresh your recollection of the meeting?

A No. As I indicated at the beginning of the deposition, what I remember is what I've told you a couple times about the encounter at the meeting, about Graham's comments.

Q And do you remember seeing these e-mails?

A Vaguely. But I -- you know, again, I haven't dealt with this project in over four years so -- I mean, we e-mailed each other tons of e-mails every day, from my memory, about the course of the project, the Intralot project.

Q And were all of them e-mails of high importance?

A Generally, I would say 95 percent of them were, yeah. Because we were in a battle to get the council to ratify and approve the contract, which was, as you may or may not know, over $40 million.

Q Link says, "is there a possibility that this project could be expanded to include someone of his liking?"

Do you remember discussing the Florida

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Avenue project at all with Link, Warren Williams, the thing with Intralot?

A Not really. I remember there was -- I have a vague recollection that there was, like, some discussion around Warren being involved in the project that's mentioned in this e-mail.

Q Was that discussed at the meeting with Scott Bolden at Reed, Smith?

A Not that I recall. I couldn't be sure of that.

Q What was that meeting about?

A As I told your colleague when he asked me about it earlier, we met over there. I couldn't be certain if that meeting occurred before or after the Jim Graham meeting.

And what I do remember from that meeting at Reed, Smith with Scott Bolden is that Alaka, Warren and myself were supposed to go to a hotel to meet with the reporter from the Washington Examiner, Bill Myers, just to talk generally about the lottery.

Q This e-mail, Exhibit 3, what you're

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discussing, does this discussion have anything to do with Graham's statement that he would feel better about the lottery contract if Warren wasn't involved in other deal or deals?

A I mean, it could have been. I do -- what I do remember is after we had that meeting with Graham, Scott Bolden was very insistent that he wanted Jim -- my colleague, Jim Link, or me to send a follow-up e-mail to Mr. Graham.

Q Why did he want that?

A I don't know exactly, but he was very insistent that we send -- he wanted us to send a follow-up e-mail to Jim Graham.

I don't want to speculate, but from what I remember, he just wanted to see what Jim Graham would say about the meeting.

Q Did you send that e-mail?

A No, I did not. I'm sorry, let me rephrase that.

To the best of my knowledge, I do not remember sending any e-mail to Jim Graham.

Q Did Jim Link send that e-mail?

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A I don't remember. He may have, but I know that Scott Bolden was trying to pressure him to do so.

Q So you're saying Link didn't want to send this e-mail?

A I don't know. You'd have to ask him. I just -- I just remember there -- Scott Bolden being very -- wanting either myself or Jim Link to send an e-mail to Mr. Graham.

Q Did he pressure you to send the e-mail?

A Again, I remember that Scott Bolden wanted Jim Link or I to send the e-mail, an e-mail, to Jim Graham as a follow-up to the meeting.

Q And you don't remember sending one?

A I don't remember sending one to Jim Graham, no.

Q Why didn't you send the e-mail?

A I don't remember sending an e-mail to Jim Graham.

Q Correct. If he wanted you to send the e-mail and you didn't, why did you decide not to?

A I don't remember, really. I just, you

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know, didn't feel like I had a need to send an e-mail to Jim Graham, because I wasn't the lobbying lead -- I'm sorry, I wasn't the lobbying lead contact on it. Jim Link was the one, as I mentioned earlier, who was responsible for scheduling all the meetings with Jim Graham.

Q Okay. But you said you hired Jim Link to work for you in this matter?

A He didn't work for me. He was a subcontractor. He was an independent contractor in my agreement. And then he subsequently entered into his own agreement with Intralot.

(Wright Exhibit 4 identified.)

BY MR. SISTO:

Q This is Exhibit 4. This is an e-mail sent from Scott Bolden on Monday, June 2, 2008 to Warren Williams, yourself, Crystal Wright, Alaka Williams and Jim Link.

Could you review that e-mail and let me know when you're finished.

(Witness reviewed the document.)

A This looks like the same e-mail that you

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gave me in 3, part of it is.

Q It's a different -- it's a different e-mail chain.

A Oh, okay. It looks like the same.

MS. WAHL: Just to be clear, the bottom one we've seen before.

MR. SISTO: We've seen the bottom e-mail before, the middle e-mail before. The top e-mail is different.

THE WITNESS: Okay. I didn't know that's where you wanted me to look.

BY MR. SISTO:

Q Yes, I'm sorry.

A That's all right.

(Witness reviewed the document.)

Q This e-mail is Bates numbered WMATA-INQ 015309.

A Okay. I've read it.

Q Mr. Bolden states that this discussion is very close to corruption, bid rigging and other inappropriate conduct. Why would he think that?

A I can't speculate on what -- why --

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Mr. Bolden is a lawyer; I'm not.
Q Mr. Bolden is tremendously upset when he hears the contents of the meeting. You didn't think that there was anything wrong that happened at the meeting when Graham said what he said previously? You thought there was nothing inappropriate with that statement?
MS. WAHL: Do you mind rephrasing the question?
MR. SISTO: Sure.
MS. WAHL: Thank you.
BY MR. SISTO:
Q Does this e-mail refresh your recollection of the conversation about the lottery contract and other deals at the meeting with Graham?
A The only thing this e-mail does is tell me what Scott Bolden -- his impression, as I read the e-mail, of our meeting which he was not present at.
Q He says to even consider, I'm paraphrasing, the request is placing each of us at risk.
A In what -- where is --

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MS. WAHL: Let him ask you a question.
THE WITNESS: I was trying to read it. I'm sorry, I was just trying to read.
MS. WAHL: It would be helpful, actually, if you don't mind, when you're reading from it, let her know where you're reading from.
MR. SISTO: Sure, absolutely.
THE WITNESS: It's just confusing to me.
(Witness reviewed the document.)
What was the question?
BY MR. SISTO:
Q In the e-mail, Scott Bolden says to even consider this is placing each of us at risk.
Did you feel you were at risk?
A No, I didn't. There was nothing -- you know, to the best of my knowledge at the time, I didn't feel I was at risk. You know, that's an awful broad statement.
But I didn't feel at risk for any of the way I had behaved in scheduling -- you know, in participating in that meeting with Jim Graham.
Q Did you think after the meeting with Jim Graham that anyone else in the meeting was at risk?

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A I can only speak with how I felt at the time, as an independent consultant.
Q Correct, yes.
A Because the conversation was not directed to me during that meeting, I didn't feel that I was at risk during that meeting or subsequent from it.
Q Right. From observing the meeting, did you think that due to the conduct in the meeting, that anyone else in the meeting was at risk?
A Not particularly, I wouldn't say that. To the best of my knowledge, I really didn't have an opinion about that, no.
Q Does it seem shocking to you in this e-mail that Scott Bolden suggested that the U.S. Attorney should be involved?
A No, because my interaction with Mr. Bolden during the time of dealing with him on the lottery contract, I did not have a lot of respect for Mr. Bolden. He just struck me as bombastic, saying a lot of things. And I believed maybe 25 percent of what he said, in my in-person contacts with him, as

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well as contacts with him via e-mail and such.
Q Did you correct Mr. Bolden's concern?
A I'm sorry, I don't know what you mean.
Q Mr. Bolden's concern that everyone was at risk. You didn't think anyone was at risk. Did you correct his concern?
A That's not what I said. You asked me that question; I told you I did not think I was at risk.
Q And you don't have an opinion as to if anyone else was at risk?
A Trying to remember e-mails that you're putting forward to me from 4-1/2 years ago, I really don't recall.
MS. WAHL: Do you need a break or are you okay?
THE WITNESS: I guess in another 10 minutes, I'll need a break.
BY MR. SISTO:
Q Did you review any notes or e-mails when you were getting ready for this deposition?
A No.
(Wright Exhibit 5 identified.)

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BY MR. SISTO:
Q All right. This is Exhibit 5. This is an e-mail sent by Scott Bolden to you, Crystal Wright, Alaka Williams, Byron Boothe and Jim Link on Sunday, June 8, 2008.
There are two e-mails on this e-mail chain. Bottom one is sent by you, starts about 10 lines up from the bottom, also sent Sunday, June 8, 2008.
Could you read that bottom e-mail?
A I'll try to read it, decipher it, where it begins. Okay. I think it begins where -- subject, "communications with Graham. Neither Jim or I are not comfortable with e-mailing Graham. I spoke with the lawyer who counsels me on business matters, and she strongly advises us against putting anything in writing, acknowledging this meeting and its contents, as it would have far-reaching implications, even though we did nothing wrong. I think any e-mail making Graham aware of the reporter's call should come from Scott. We can discuss this in a conference call on Monday, but we

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can't be the ones sending an e-mail. I hope you understand our concerns."
Q Great. You said that acknowledging this meeting would have far-reaching implications. What did you mean?
A I actually have no idea what I meant. I'm looking at it now trying to figure it out.
Q You spoke to a lawyer about this meeting because of your concerns. Then you said you had far-reaching -- you had concerns and you thought that the meeting had far-reaching implications. And you have no recollection?
MS. WAHL: Actually, I'm sorry, but I don't believe that's a correct --
MR. SISTO: Okay.
MS. WAHL: I think that she says that the lawyer says that it would have far-reaching implications. I mean, I don't know. I'm just reading this. I've never seen this before.
MR. SISTO: Okay.
MS. WAHL: But maybe you should ask the witness if it was her understanding or --

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MR. SISTO: Sure.
BY MR. SISTO:
Q Was it your understanding that the meeting would have far-reaching implications?
A No, that was not my understanding.
Q You then follow that up and say, "even though we did nothing wrong."
A Okay.
Q Why would you note if you thought there were no far-reaching implications that you did nothing wrong?
A You know, at the time, I don't know why I would write that. I don't remember. I mean, I -- this is the first time I'm seeing this e-mail. So, like I said, I send a lot of e-mails to clients on a daily basis.
Q Do you normally contact a lawyer for -- due to the lobbying meetings that you have?
A Again, I'm not a lobbyist, so I only -- this is the first time I participated in a lobbying meeting. And I talk to lawyers about a host of things involving my business periodically during the

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course of the year so --
Q About how many times a year do you think that you would contact a lawyer?
A I have no idea. I couldn't begin to tell you. I'm a small business owner. I don't keep track of that stuff.
Q Okay. Why did you contact a lawyer after the meeting with Graham?
A I remember that, as I told you earlier, Scott Bolden was very insistent that he wanted Jim Link and I to follow up with an e-mail to Graham based on the meeting. And I -- there's no reason for me to follow up on the meeting, when he didn't direct any conversation toward me.
Now, Jim Link was the lobbying contact there, and, you know, it was just he kept persisting that I should follow up with an e-mail. And maybe that was why I contacted an attorney about it, because I didn't understand it.
Q Who did you contact?
A At the time, a woman named Michelle Thomas was helping me with different independent contractor

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agreements and things like that. So I believe it was her that I contacted.
Q Do you know what firm she's with?
A I don't. I know she works for herself.
Q Okay. You could have just told Scott Bolden no, that you weren't going to send the e-mail. Why did you feel it was necessary for you to contact an attorney?
A I did tell him that. I told him that in person and I told him that many times, that I wasn't going to send any e-mail to Graham.
Q Why did you think you needed to contact an attorney in order to not send an e-mail?
A Because I thought it was an odd thing that he was asking me, you know, to follow up. I don't -- I don't really remember, but I contacted her. I don't remember all the nuance of our conversation about it.
Q Did you think you were at risk for some reason and, therefore, you contacted an attorney?
A I did not think I was at risk. Again, I don't know -- I can't remember the particulars of

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the conversation I had with her.
I do -- I think, to the best of my knowledge, I contacted her about his persistence on that topic.
Q It was his persistence that led you to --
A Again, he kept saying -- well, I should rephrase this.
To the best of my knowledge, I remember him asking me more than once to send a follow-up e-mail to Jim Graham.
Q Do you remember if your contact with the lawyer was about sending the e-mail to Graham or was it about Scott Bolden's persistence --
A Again, I don't --
MS. WAHL: Let him finish.
THE WITNESS: Okay, sorry.
MS. WAHL: She's going to shoot us.
THE WITNESS: I don't remember.
BY MR. SISTO:
Q You don't remember?
A The specifics.
Q So just to get this straight, Scott Bolden

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asked you to send an e-mail, you don't want to send the e-mail, you're concerned about this enough that you contact a lawyer about sending the e-mail, and you can't remember why you did?
A No, I can't. I told Scott Bolden I wasn't going to send an e-mail to Jim Graham.
Q And it was because you thought it was not your role, you said?
A No -- could you repeat the question? I don't understand what you're asking me about my role.
Q You said you -- correct me if I'm wrong. You said you didn't want to send the e-mail because you didn't think it was your role to send an e-mail?
A There was no reason for me to send a follow-up e-mail to Jim Graham when I wasn't the daily contact with him. I didn't call his office to schedule the meeting.
Jim Link called the office. He was the lobbying lead. So there was no reason for me to send a subsequent e-mail to Jim Graham.
Scott Bolden could have sent an e-mail to

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Jim Graham.
Q Okay. At any point, did you think that sending an e-mail to Jim Graham could put him at any legal risk?
A I have no opinion on that. I didn't -- I don't even remember -- I mean -- I don't really understand what you're asking, I guess. I mean, risk how? I don't -- how -- putting -- could you be more specific?
Q Sure. Do you think that by sending him an e-mail memorializing your conversation or the meeting that you had in that e-mail, it could potentially put Councilman Graham at criminal risk?
A No.
MS. WAHL: Did she think this at the time?
MR. SISTO: Yes.
THE WITNESS: Not that I remember. I remember Scott Bolden being very insistent that he wanted somebody -- and I was curious why he wouldn't want Warren and Alaka to send a follow-up e-mail to Jim Graham, because he spent the bulk of the time, the council member, talking to Warren Williams.

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But I remember Bolden being fixated on getting Jim Link or I to send an e-mail, because the best of my knowledge and memory, Scott Bolden was very interested in what Jim Graham might say.

BY MR. SISTO:

Q Did he --

A That's what I remember.

Q Did he say why he was interested?

A Not that I recall. I just remember him being very interested in saying -- in seeing what Jim Graham would -- what he would say in writing as far as the meeting.

(Wright Exhibit 6 identified.)

BY MR. SISTO:

Q This is Exhibit 6. It's an e-mail sent from Scott Bolden, Sunday, June 8, 2008 to Warren Williams. Below that is an e-mail from Warren Williams sent to Scott Bolden, yourself, Crystal Wright, Alaka Williams, Jim Link, Byron Boothe, Sinclair Skinner.

A I'm sorry, what did you say about Sinclair Skinner? I don't understand why we're talking about

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him.

Q He's one of the recipients of this e-mail. WMATA-INQ 013514.

MS. WAHL: There is obviously an e-mail on the bottom.

MR. SISTO: Yes, sent from Scott Bolden, 7 of June 2008 to yourself, Crystal Wright, asking if you could please review the e-mail from the bottom.

MS. WAHL: So you want her to read all of them?

BY MR. SISTO:

Q Yes. Please read the entire page, thank you.

A Okay. What am I reading?

MS. WAHL: Everything. Start on the bottom here, because that's the first e-mail in this chain, and then move up the page.

THE WITNESS: Okay. "Jim wanted to let you know and give you" --

BY MR. SISTO:

Q You don't have to read it out loud. You can read it to yourself.

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A Oh, I'm sorry.

Q It's quite all right.

A Sorry.

(Witness reviewed the document.)

Okay.

Q So the bottom e-mail is a draft e-mail by Scott Bolden?

A Yeah, this one, because I didn't write this. I don't remember any such e-mail.

Q Correct. Warren Williams sends another e-mail, asking Scott Bolden who he thought should send this.

A Yeah, and I'm curious as to why -- can I ask a question?

MS. WAHL: No. He asks the questions.

THE WITNESS: Oh, I'm sorry. I'm sorry.

BY MR. SISTO:

Q Quite all right.

A I'm sorry.

Q Then the last e-mail is just from Scott Bolden to Warren Williams, and you're not copied.

A Right.

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Q But from earlier, you said it was your understanding that Scott Bolden was asking you to send an e-mail to Jim Graham.

A Well, something I'm --

MS. WAHL: He's got to ask you a question. That's his job.

THE WITNESS: I know. I'm just confused.

MS. WAHL: All right. Well, wait until you find out the question.

THE WITNESS: Sorry. Okay.

BY MR. SISTO:

Q This bottom e-mail, was this the e-mail he was asking you to send to Councilman Graham?

A It seems so. I can't be sure, but I didn't create the e-mail. So it looks like it.

Q But you've seen this e-mail before?

A Yeah, it -- I haven't seen it. It appears as though it was part of a communication chain that we were in four years ago, so apparently if I'm copied on it or if it was sent to me, I did get it at some point.

Q Great. In the e-mail, he says that -- and

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he's drafting this for you. In the first line, he says that, reading from the e-mail now, "Bill Myers at the D.C. Examiner contacted me."

Did Bill Myers contact you?

A To the best of my knowledge, I don't remember Bill Myers contacting me.

Q It says that he recounted the entire conversation from our meeting.

A What I remember --

MS. WAHL: Hold on. He's got to ask a question.

THE WITNESS: Okay.

BY MR. SISTO:

Q What do you remember from being contacted -- from this e-mail and being contacted by Bill Myers?

A What I remember is that A. Scott Bolden seemed to have an agenda, and he wanted to get more information about the meeting that we were present at with Jim Graham. And he, according to this e-mail, you know, was doing a lot of speculation, it seems to me, in reading it in hindsight. And he

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wanted myself to send it, looking at the top, as I told you earlier, or James Link.

And I remember there being discussion that -- you know, and again, I can't be certain of this, but there was some discussion of whether or not we should suggest or -- again, I'm not -- to the best of my knowledge, perhaps I felt Scott Bolden was -- there was conversation with whether or not we should make up -- should we pretend that a reporter called and see what Jim Graham would say about it.

Because I don't remember this reporter contacting me about our meeting with Jim Graham, and I didn't draft this e-mail.

Q To get this straight, what Bolden was suggesting was that you sent -- to tell Graham that you had been contacted but instead --

A He was -- sorry.

MS. WAHL: We're going to need to break soon.

BY MR. SISTO:

Q Instead, contact the reporter yourselves?

A Could you repeat the question?

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Q Was Bolden suggesting that you contact the reporter yourselves?

A Not that I remember.

Q So he was suggesting that you fabricate that you --

A Again, I can't be certain, but to the best of my knowledge, and I'm trying to remember something that happened four years ago now, I felt like there was conversation on his part of whether or not, you know, do we -- do we say that perhaps the reporter called when he really didn't.

I mean, I'm not remembering exactly. But for me, something around that stands out that -- because I don't remember getting a call from the Washington Examiner reporter, and I don't remember talking to the Washington Examiner reporter about this.

Q Did anyone else have anything to say about his suggestion?

A I can't -- I don't remember.

Q When did he make this suggestion?

A I don't remember.

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Q Did he make it at the meeting with everyone at Reed, Smith?

A I really -- I really don't remember.

MS. WAHL: Do you need a break?

THE WITNESS: Yeah, that would be great.

MR. SISTO: We'll take a break.

(Recess.)

BY MR. SISTO:

Q So we're still speaking about Exhibit 6.

A Okay.

Q So in the original e-mail from Scott Bolden, I'll read after the two asterisks, and he said, "despite our legal and general concerns regarding your request that the Williams' withdraw from the WMATA contract."

MS. WAHL: I'm sorry, where are you reading?

MR. SISTO: In the bottom e-mail, about four lines down, there are --

MS. WAHL: Oh, "despite our legal and general" --

MR. SISTO: Yes.

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MS. WAHL: All right. We're with you.
BY MR. SISTO:
Q Do you agree with that statement that Bolden made?
MS. WAHL: I'm sorry, just so I'm clear --
BY MR. SISTO:
Q Sure. Do you also share legal and general concerns about Graham's request?
A I didn't have a lot of opinions about that meeting, as I told you earlier. In reading this e-mail, it looks like Scott Bolden had a lot of opinions.
Q Sure. Did Graham request that the Williamses withdraw from the WMATA development contract?
A Not that I'm aware of in the meeting I had with Jim Graham. He said he would feel -- as I've said before, but I'll repeat it again, what I remember from the meeting with Jim Graham and my colleague, James Link, was that he said he would, quote, feel a lot better if Warren Williams wasn't getting all these deals around town, or deals, he

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would feel a lot better, I'm sorry, about the lottery contract.
Q We've looked at a couple of e-mails. The WMATA contract is consistently discussed. Why are you not correcting people on these e-mail chains?
A I'm sorry, I don't understand your question.
Q For instance, Warren Williams says in one of the previous exhibits that he'd be happy to give up the WMATA contract.
A Uh-huh. What would I correct in e-mails? What are you asking that I would correct?
Q You did not send an e-mail saying, "I don't believe Graham asked for that at the meeting."
A I'm only looking at e-mails that you're showing me today, and I don't remember, you know, the, gosh, probably barrage of e-mails that were -- that I sent or responded to with respect to the Intralot contract.
Q Correct.
A So I don't understand what you think I should be correcting.

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Q If there was no discussion of the WMATA -- of Warren Williams withdrawing from the WMATA development contract, and we've seen multiple e-mails from -- that have the entire Intralot and W2-I and lobbying team on them, you never correct anyone in any of these meetings -- in any of these e-mails that that didn't happen at the meeting.
MS. WAHL: I'm sorry, you lost me. Could you rephrase it, please?
THE WITNESS: I'm lost too.
BY MR. SISTO:
Q Sure. In all of the e-mails we've looked at, you have never contradicted any of the statements that -- made by other people on these e-mails that Graham asked Warren Williams to withdraw from the WMATA contract.
A The e-mail I'm looking at now is one that was created by Scott Bolden.
Q Correct.
A Who was not at the meeting.
Q Yes.
A But he seems to have a lot of opinions for

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a person who was not at the meeting. I can only tell you what I remember from the meeting.
Q Right. And I'm saying --
A And you're asking --
Q -- he has lots of opinions from the meeting. And there are no e-mails from you that correct those opinions. Why is that?
A I don't know. I don't -- I don't have an opinion of this e-mail. Clients send me e-mails all the time, and I don't -- I either don't respond to them or I do respond to them.
And you're asking me about correcting somebody. I'm still unclear about what you think I should be correcting.
Q You told us that Graham didn't ask Warren Williams to withdraw from the WMATA contract.
A That's not what I said. I said that -- you asked me what I recall from one meeting with Jim Graham four years ago. And what I have repeatedly said is what I'll say again.
He did most of the talking in the meeting. He looked at Warren Williams, and he said, you know,

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Warren, I -- I'm paraphrasing here. He said, I would feel a lot better about the lottery contract if you weren't getting all these other deals around town and you weren't such close friends with Adrian Fenty.

That is what I told you, and that is what I remember.

Q That's what you remember.

A And I don't see anything on these e-mails asking my opinion for anything.

Q Right. So I'll ask you now, did Jim Graham ask Warren Williams to withdraw from the WMATA --

A To the best of my knowledge, in the one meeting I had with Jim Graham and others present, I do not recall him saying that.

Q Is it possible that Jim Graham asked Warren Williams to withdraw from the WMATA development contract?

A I don't know. I can't -- I can't speak for what Jim Graham may or may not have done. I can only speak to my personal encounter at a meeting,

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the one-time meeting that I had with him, which lasted about 45 minutes or an hour.

Q What's your basis for that belief?

A I don't understand --

Q I'm sorry, I'm sorry.

A Is that a question?

Q No, I'm sorry. Did you believe in 2008 that Graham would have been more supportive of W2-I in the lottery if Warren Williams withdrew from the WMATA real estate development project?

A I don't really know what I believed four years ago. The only thing I can be certain of is what I heard in that meeting.

I do know that subsequent to the one meeting that I had with Jim Graham in person with my colleagues, Scott Bolden seemed to be very fixated on this one meeting.

And reading this e-mail now, it seems like he was trying to draw a lot of conclusions and he wasn't even present at the meeting. I mean, I'm just reading this, and I had forgotten -- I mean, this is the first time I've seen this. I didn't

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even know this was -- I don't really remember this being sent.

I'm looking at it, and it's like, gosh, how many paragraphs is it?

Q He says later in the e-mail, and this is Bolden's e-mail to you, he writes, "you and your communications person may want to strategize on your response to Bill."

A Where is this?

Q I'm sorry, this is about two-thirds of the way down in the large block of text.

A Got it, uh-huh.

Q It says, "you and your communications person may want to strategize on your response to Bill, as he expresses serious political and legal concerns, as our lawyers have, regarding the linking of the subject projects, as well as your vote."

Did Graham in the meeting link his vote to any projects?

A Not that I can remember.

Q Did he -- do you recall him discussing his voting -- how he was going to vote on any issue?

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A No, I don't.

Q Based on your recollection of what Graham said at the meeting on May 29, 2008 that you attended, do you believe W2-I would increase its chance of getting support for the lottery if Warren Williams had given up the WMATA project?

A I don't remember. Not necessarily, no.

Q What about a real estate project?

A No --

MS. WAHL: What about a real estate project?

BY MR. SISTO:

Q The same question if -- based on your recollection of that meeting, do you believe W2-I would increase its chances of getting the lottery contract if Warren Williams gave up something to Councilman Graham?

A Not necessarily, no.

Q You told me earlier that Graham said that he thought Warren Williams was getting contracts because of his contacts with Fenty. Why do you think he made that statement?

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A I don't know. You'd have to ask him.
Q What was your impression of the statement?
A That was the first time I had heard, in that meeting, that Warren Williams had other business with the city or was trying to get other business.
Q Right. That's not exactly what I'm asking, though. It's whether or not you knew that he had other business, what was your impression of Graham speaking about his other business in connection with your conversation about the lottery?
A I don't remember having an impression about that. What I remember is why we couldn't talk about the lottery. And what I remember was that Jim Graham said that he would feel a lot better about Warren's bid with Intralot to do the D.C. lottery if he wasn't involved in another project with the city.
That's what he said: he would feel a lot better.
Q Did he explain what that meant?
A No, not that I can recall. That's what I remember him saying. I don't remember him saying

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anything else, that he would do X, Y or Z. That's what he said. I don't remember there being any discussion about any vote.
Q Did he say anything about or ask -- did he ask for anything else in consideration for his support of the lottery contract?
A Not that I recall.
Q Okay. Let's go back to Exhibit 5. I want to talk about the line in your original message sent to the W2-I team on June 8, 2008. I'm going to read a line, it's about seven lines up from the bottom.
"I spoke with a lawyer who counsels me on business matters, and she strongly advises us against putting anything in writing acknowledging this meeting, its contents, as it would have far-reaching implications, even though we did nothing wrong."
When you wrote this e-mail, were you telling the truth?
A I have no idea. I can't tell you what I was thinking about an e-mail that you're alleging I wrote four years ago, over four years ago.

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Q Do you generally tell the truth? When you write e-mails to your clients, do you usually lie to them?
A I respond to clients when they ask me a question.
Q That's not what I asked. Do you usually --
A I like to think that I generally tell the truth, I'm a truthful person.
Q Okay. And when the client sends you an e-mail and you respond to them, do you usually tell them the truth?
A Was this in response to an e-mail? I don't -- I don't know, because you have it all jumbled up. I mean, usually when I -- if clients ask me questions, I try to be truthful, to the best of my knowledge.
Q This is an e-mail, the first line of it is, "neither Jim or I are comfortable with e-mailing Graham." This is an e-mail sent to Scott Bolden in response to his request --
A Correct.

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Q -- for you to e-mail Jim Graham, and we just read in Exhibit 6 his draft e-mail to you, what he would like you to send to Graham. You responded that you spoke with your lawyer, this would have far-reaching implications.
And I'll ask you again, was that statement truthful? Did you speak to your lawyer?
A I can't be certain at the time what I wrote and the circumstances around it, when I'm just seeing this e-mail for the first time, apparently, since June 8, 2008, when you're saying -- because this is not an original, this is a copy of something -- that I sent this.
So I try to be truthful when I'm sending clients e-mails.
Q By your previous statement, are you saying that this e-mail from you that's purportedly from you you may not have sent at all?
A You know, I don't have any e-mails left from that time period, so I don't -- you know, you're telling me I sent this. It says it's from me. So I've got to go with what I have in front of

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me; right?
And now you're asking me about whether I'm truthful or not. I think of myself as a truthful person, and when I respond to things, I don't remember the details of a conversation with apparently an attorney I talked to.
Q Would you have had any reason to lie to Scott Bolden about that conversation?
A No, I guess not. I don't know. I don't really remember. I don't remember the conversation I had with this attorney.
Q Okay. And you said it was Michelle Thompson, I believe?
A I believe her name was Michelle Thomas.
Q Thomas, okay.
A She was helping me with lots of things for my business during that time.
Q Okay. Your lawyer gave you -- or you write in this e-mail that your lawyer gave an opinion as to the legal implications of the meeting. Did your lawyer speak to anybody else about that meeting before forming that opinion?

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A I have no idea.
Q Did you ask your lawyer to speak to anybody else?
A Not that I can recall.
Q Did you provide documents to your lawyer?
A Not that I can recall.
Q Okay. You seem unable to recall much about your conversation with the lawyer. May we contact your lawyer about what you told her?
MS. WAHL: No, we're not waiving the privilege.
THE WITNESS: Absolutely not.
BY MR. SISTO:
Q You felt you might have also had meetings with Kwame Brown's staff and maybe Cheh's staff. Did you contact your lawyer after those meetings?
A I don't remember. I contacted -- sometimes I contact lawyers about contracts, periodically issues with clients, indemnity clauses, lots of things. I couldn't begin to tell you if I talked to her at the time about other meetings with other members of council. Possibly.

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Q Did you contact this lawyer about any other issues related to the lottery?
A I don't remember.
Q You don't remember. Okay.
(Wright Exhibit 7 identified.)
BY MR. SISTO:
Q This is Exhibit 7. It's an e-mail from Jim Link sent Wednesday, June 11, 2008 to Byron Boothe, Jay Lapine, yourself, Crystal Wright, Warren Williams, Alaka Williams and Scott Bolden. Bates number of this document is WMATA-INQ 013515 to 013517.
MS. WAHL: I'm sorry, I'm --
MR. SISTO: Yes, this e-mail is very difficult to read, I'm sorry. There is highlighting every single time there's a --
THE WITNESS: This is ridiculous. I mean --
MR. SISTO: -- different e-mail.
MS. WAHL: Let him ask you a question.
BY MR. SISTO:
Q I'll ask you if you can please review the

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document. And I've actually placed myself the colored highlighting to help separate the different e-mails. So it starts on page 3, or really page 2 is the --
MS. WAHL: Let's see. I guess this is the first one, and it goes to there. You've got the sequence?
(Witness reviewed the document.)
THE WITNESS: Okay.
BY MR. SISTO:
Q I apologize, it's difficult to read. This is the only copy we have. The e-mail starts, an e-mail sent from Jim Link on Wednesday, June 11, 2008 in which then he creates a different draft that's similar to the draft e-mail that Scott Bolden had created, with similar content.
The second-to-last line of his e-mail, and this is on page 3, Link then writes, "as for Metro, there are a number of factors that make it impossible for us to even consider accommodating your request."
What did Jim Link mean by that?

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A I don't know. You'd have to ask Jim, because it's not my e-mail.
Q You said you and Jim discussed this meeting and that you said Jim had the same recollection that you did.
A I don't remember saying that.
Q I thought you said that earlier. I'm sorry if that's incorrect.
A I did not say that, so don't put words in my mouth.
Q I was just --
A I don't recall saying that, sorry.
Q That's fine, that's fine.
Link attended that meeting, and Link seemed to believe that Graham made a request in regards to the Metro contract. Did you have any discussions with him as to why he thought that?
MS. WAHL: I think we have to object to your predicate, because I don't believe that we have any basis to say that. So I'm going to object to the form of the question.
MR. SISTO: Okay. Sure.

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MR. BONDI: One moment, please.
MS. WAHL: Getting hungry?
THE WITNESS: Yes.
BY MR. SISTO:
Q Did you talk with Mr. Link at all about the drafting of this e-mail?
A I don't remember exactly. I do remember that Scott Bolden did a lot of writing and suggesting and trying to interpret our meeting with Jim Graham.
And looking back on this now, that seems to be the case. He was -- from the earlier e-mail you showed me and from what little I remember about four years ago, he was doing a lot of writing, speculating about a meeting that he did not attend, and then sending e-mails to Jim and I that he wanted us to send.
Q Right. But --
A That he was drafting.
Q Okay. This is an e-mail that Jim Link sent out to the team.
A Uh-huh.

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Q Did you assist Jim Link at all in the drafting of this e-mail?
A Not that I can recall. I could have, but I don't recall.
Q Did you assist him in drafting any other e-mails?
A I don't recall. He and I worked together on numerous projects over 10 years, so, you know, we collaborated on different things. But I don't recall assisting him in drafting e-mails, this e-mail.
Q Did you have any discussions about this e-mail with Jim Link?
A I believe we did have discussions about sending a follow-up e-mail to Graham, which I think I mentioned before.
Q And what were those discussions?
A I really don't remember all the details and all the discussions, but I do remember being asked by Scott Bolden -- you know, discussions around whether or not we should, you know, send an e-mail to him.

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And I said I wasn't -- that I didn't feel like it was necessary.
Q When you spoke with Jim Link about this issue, did you ever discuss the Metro or WMATA contract with him?
A Possibly, we could have, because it came up in -- this other deal that Graham was talking about was referenced in the meeting that we had with him.
Q And what did you say about it to him?
A I don't remember. I had numerous conversations with Jim about the lottery contract during that time.
Q And do you recall what he said about it?
A I really don't.
Q This e-mail chain continues in which Scott Bolden says the e-mail looks fine to him. The next e-mail comes from Jay Lapine in which he also agrees with the content of the e-mail.
Jim Link at the top of the page sends an e-mail to the team, talking about how Graham is a conspiracy theorist, suggests incorporating

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discussions between you and the D.C. Examiner reporter.

On the first page, then, Jay Lapine agrees, thinks the e-mail is well written, agrees with the contents of it.

Second-to-last e-mail at the top is from Byron Boothe, sent Wednesday, June 11. Byron says, "I do not like the last line. It empowers Graham too much to suggest that whatever we discussed we realize the subject matter may be dirty and thus that we became a part of it in that we considered it."

Did you have conversations about the subject matter of your meeting with Graham being dirty?

A Not that I remember. I don't remember using that word.

Q What word would you use?

MS. WAHL: What word did she use?

THE WITNESS: I said I don't remember using that word that you just said, quote, dirty.

BY MR. SISTO:

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Q What word would you say? I don't have --

A What? What are you asking me again? I'm sorry, I don't understand the question.

Q I said what word would you use to describe --

A Describe what?

Q -- the meeting that you had with Graham?

A A lobbying meeting, like we had with all the other members.

Q You worked for Byron Boothe. He retained you to assist Intralot with the lottery?

A I was an independent contractor for public relations.

Q Did Byron Boothe retain you?

A Intralot retained me. He signed the contract.

Q Okay. He was your contact person at Intralot?

A Correct.

Q Did you discuss with Byron Boothe the WMATA issue?

A I don't remember discussing a WMATA issue

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with Byron. I would have -- as a client, you know, he would have asked me probably about how our meetings were going. Periodically he would ask about the meetings with members of council. He would ask about media.

A lot of times, I would call -- I mean, I talked to him pretty often in the course of the lottery contract, you know, the whole process, getting the council to vote on it.

Q Okay. Byron says, "we realize the subject matter may be dirty."

Do you know how he came to that realization?

A I don't really remember.

Q Were you a part of phone conversations or meetings with Byron Boothe in which he was told about the conversation and he thought that it could be, as he says, dirty?

A I don't remember all the specific conversations I had with Byron Boothe over the time I worked for Intralot. I don't really remember him using that word, "dirty," in the course of

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conversations that I've had with him.

Q Okay. He didn't necessarily have to say "dirty." Did he ever express that he thought that the contents of the meeting with Councilman Graham were inappropriate or something along those lines?

A You know, I -- I don't really remember. We had a lot of conversations about a lot of meetings so --

Q First line from Jim Link, the top e-mail, reading through the e-mail, he says, "the reason I said it this way is I want it to be clear that we could not consider the request. I think it would be worse if we said we considered your request and could not accommodate it."

Do you know why he thought it would be worse to have considered the request?

A I really don't. You'd have to ask Jim.

Q Were there discussions about that issue?

A About what issue?

Q About it being worse to say that you considered the request, as opposed to you saying that you could not consider it?

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A Reading this e-mail now, I really -- it's confusing to me, so I don't really understand what's being said here.
Q As I read the e-mail, the request he's talking about is the last line of this e-mail chain, where he says, "as for Metro, there are a number of factors that make it impossible for us to even consider accommodating your request."
A But, again, what request? I'm not seeing what you're wanting me to look at here in this confusing e-mail chain.
Q That's exactly what I'm asking you about. Every single person on the e-mail chain seems to understand what this request is.
A Well, I think you're making a lot of assumptions, so you maybe should ask the people on the e-mail chain.
Q All right.
A Okay?
Q Was there any discussions with the Intralot team about your liability or your exposure if you considered or did not consider a request by

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Jim Graham?
A I don't remember, no, any discussions about my liability.
(Wright Exhibit 8 identified.)
BY MR. SISTO:
Q This is Exhibit 8. Formatting is much better on this one. This is an e-mail sent from Jim Link on Wednesday, June 11, 2008 to Warren Williams, Byron Boothe, Jay Lapine, Scott Bolden and yourself in which he then towards an e-mail chain that he has with Jim Graham. This document is WMATA-INQ 013503 through 013508.
Please review the document.
A Which document? You gave me, like, six pages. Do you want me to read the whole thing?
Q Start on 013507 and work back chronologically.
(Witness reviewed the document.)
A Okay.
Q We'll start with the last e-mail in the chain.
MS. WAHL: The one from Mr. Warren

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Williams?
MR. SISTO: The one from Link, 013507. Starts "Dear Council Member Graham," greatly enjoyed/appreciate the meeting yesterday." This was sent on Friday, the day after the meeting.
BY MR. SISTO:
Q He said, "I found the meeting to be productive, and I look forward to discussing next steps."
You said you and Jim didn't do any talking during the meeting, didn't discuss the lottery. What was productive about the meeting?
A I'm confused. Can you -- because you're saying things that I don't recall saying. What -- I guess --
Q Did you think the meeting was productive?
A Which meeting?
Q The meeting with Councilman Graham on May 29, 2008 at his offices.
A We didn't get a chance to talk about the lottery contract, so from that perspective, I didn't feel it was productive.

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Q So you disagree with Jim Link's e-mail?
A I can only speak about my impression on the meeting.
Q Right. I'm asking do you disagree, then, with his characterization of the meeting?
A Where is that that he's characterizing?
Q Third line, "I found the meeting to be productive."
A I don't really have an opinion on it. I think -- you know --
Q Do you not have an opinion as to your business meetings?
A I just gave you my opinion, and you're looking at me pursing your eyebrows. I just told you my opinion is it wasn't productive because we didn't get a chance to talk about the lottery contract.
Many lobbyists -- and I don't want to speculate here. I can only talk about my encounters on Capitol Hill, which is generally what I deal with.
Whether a meeting is productive or not, as

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a courtesy to a member of Congress, which is really all I can speak to, because that's primarily my experience, you include a pleasantry out of courtesy to the member of Congress or the elected official.

Q Okay. So he could have been saying this, whether or not he felt it was productive?

A I think you'd have to ask him. But my general interactions with Jim is that this is probably a pleasantry. But I can't -- you have to ask him that question.

Q That's all I'm asking. It says he looks forward to discussing next steps. What were the next steps that were to be discussed after the meeting?

A I really don't remember. You're asking me to look at e-mails I haven't seen in over four years. I don't remember.

Q You don't recall if there were follow-up items --

A There could have been.

Q -- at the conclusion of the meeting?

A I don't recall.

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Q There could have been. Do you know what these items could have been?

A No, I don't.

Q Okay. The next e-mail is from Jim Graham. He sends this on Monday. One-line replay. He says, "thanks. Do you think they will do anything?"

When you originally read this in 2008, what did you understand this to mean?

A I don't remember. And looking at it now, I don't know. I couldn't tell you. I think it's probably worth asking Jim Graham. He sent the e-mail.

Q Right. Does this e-mail, in the context of the meeting as you're describing it, does it make sense to you that he would reply this way?

A You know, I really don't remember. The best recollection I have is when I was sitting in that -- in his office in 2008 in May. That's the best recollection of, you know, the meeting.

Q Okay. The next e-mail is from Jim Link. It's sent that same day, Monday, June 2, back to Jim Graham.

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It says, "yes, wheels are in motion. Everyone took your concerns seriously. I would like to discuss with you and/or Calvin at a time convenient for you."

What were Jim Graham's concerns?

A Where are we again? I'm sorry, I didn't -- I wasn't reading with you when you were just reading. I think you said it was that second e-mail from Jim?

MS. WAHL: Right here.

BY MR. SISTO:

Q Third e-mail from the bottom.

A Okay. Could you ask the question again?

Q Link says that everyone took Graham's concerns seriously. What were Graham's concerns?

A I don't know what, you know, Jim -- how Jim is defining concerns. But all I know, at the meeting, as I told you before, he looked at Warren Williams, and he said he would feel a lot differently about the Intralot project if he wasn't involved in these other deals, the Metro deal, which is what seems to be, you know, what he was alluding

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to.

Q And how would the --

A Because he felt like -- I'm sorry.

Q Go ahead.

A Just to add to that, he felt like Warren Williams was getting a lot of deals around town because of his friendship with Adrian Fenty.

And at the time, you may or may not know this, the D.C. council, which was chaired by Chairman Gray, had a very acrimonious relationship with Mayor Fenty. And he was -- in my opinion, in reading The Washington Post about the baseball tickets and all this other stuff, there was a lot of jockeying to battle Fenty on behalf -- you know, with respect to the council.

I'm sorry, you had another question?

Q No, absolutely.

A So during that time, I felt that unfortunately, the lottery contract became a part of this battle, if you will, people jockeying for power and the council not really liking the mayor and trying to exert power one way or another, by not

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voting the contract. Because we had to submit the contract a couple times to the council for vote.
Q Why was Jim Graham concerned about that?
A I'm sorry, concerned about what?
Q Concerned about Warren Williams having too many contracts.
A I don't know. All I know is what he said in the meeting, that he felt like, quote, paraphrasing here, that Warren was getting a lot of deals based on his friendship with Adrian Fenty.
Q He didn't say why that concerned him?
A Well, I thought I answered that. He said that -- he didn't use the word "concerned." I never heard him use that word in the course of our conversation.
What he did say is he looked at Warren, and sometimes he was smiling when he was talking to Warren, and he just said, you know, you just seem to be getting a lot of deals around town because of your relationship with the mayor.
Q What was the next thing that he said?
A And then he said, I would feel differently

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if -- and I think I said this before. Paraphrasing here, he said he would feel differently about the lottery contract if he didn't have these other deals in play -- if he wasn't, I'm sorry, getting these other deals.
Q Did it seem to you at the time that he was conditioning?
A No, it seemed that -- what I took away from that was he was saying what he was saying. He didn't like the fact that his perception was Warren Williams was not getting deals based on merit but on his friendship with Adrian Fenty. That was my takeaway, and that was the perception.
I felt Scott Bolden wanted to turn that meeting into something more than it was.
And by looking at these e-mails now that I'm seeing for the first time in four years, Scott Bolden had a lot of thoughts about this, speculating a lot of things, and he wasn't even in the meeting.
Q Do you think Warren Williams won the lottery RFP on merit?
A Yes, I do, because that's what we talked

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about. And that was the conclusion of the OFC's office when they did a report, so it wasn't just me.
It doesn't really matter what I think, does it? It matters what independent authorities thought. And they won the bid fair and square. A subsequent report came out I believe like maybe almost eight months or a year.
It was either sometime in '08, or there was an independent report that came out, somebody who was on the bidding committee, and they said, look, this is the best deal for the city, it needs to go forward. And I remember fanning it out to a lot of reporters at the time.
And that was our task. Jim and I were tasked to convince the media and members of council that Intralot and their partner, W2, won the contract fair and square. It was nothing about -- you know, and that's what I thought we were going to talk to Jim Graham about that day.
Q Why didn't you end up talking to Jim Graham about that?
A We weren't in control of the meeting;

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Mr. Graham was.
Q So he ended the meeting?
A I think I told your colleague when you asked me this earlier, I don't remember how the meeting ended.
Q Did you try to talk about the reasons why --
A I think maybe when we first came in, we introduced ourselves, because we didn't know what the agenda was. So we introduced ourselves, and we may have tried. I really don't remember how the meeting started or ended, but I do remember not being able to talk about the lottery contract.
Q And the way you recount Graham's statement that he'd be -- that he had, you know, concerns about the lottery contract related to Warren Williams' other deal, and I'm paraphrasing what you said. That sounds like it would be an opportunity to talk about the merits of the lottery contract.
Did you have an opportunity to talk about it then?
A Well, first of all, I think we need to

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correct the record, that I don't recall Council Member Graham ever using the word "concern" during our meeting.

Q Understood.

A He could have. I mean, you know, but that's not my recollection of the meeting.

I'm sorry, and what was the other part of the question? I just lost my train of thought.

Q Right. I'm not trying to put words in your mouth, just saying that, you know, you said very consistently that the statement that Graham made about the lottery contract and that he'd be more comfortable with the contract in relation to other deals that Warren Williams had.

And, again, it sounds to me that that would be an opportunity to talk about the merits of the lottery contract.

A I think -- I'm sure --

MS. WAHL: Let him ask a question.

THE WITNESS: Sorry.

BY MR. SISTO:

Q It's okay. Did you talk about the merits

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of the lottery contract at that point?

A To the best of my knowledge, I believe Jim and I at one point during that meeting tried to talk about the merits of the lottery contract, and we weren't able to do so. Now, I don't remember if it was because we were cut off.

But, you know, my takeaway from that meeting is, as I said, we didn't talk at all, besides him looking at us at one point and saying, who are you, and we chuckled and we introduced ourselves, because we may as well have been wallpaper. Because he then directed the conversation, I would say the bulk of the meeting, to Warren and Alaka.

Q So Graham was not interested in the merits of the lottery contract --

A I don't --

Q -- in that meeting?

A Yeah, I don't know if I would -- if I could say that. I think that's a -- I wouldn't want to speculate on that.

Q Okay. Did he express -- sorry, go ahead.

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A Because he did say -- yes, I'm sorry. At one point during the meeting, he did say -- of course, this is me trying to remember. You're asking me to remember a lot four years ago.

But I do think I remember him saying at one point that he didn't necessarily have a problem with the lottery contract and maybe talking about, you know -- I'm using that phrase. I think he said that. That's the only thing I remember really. I don't remember us being able to talk in detail about it. I do remember that coming out.

Q So that's the only recollection you have of his interest in the merits of the lottery contract?

A I wouldn't say -- I think we have to define somebody being interested in something and talking about something are two different things. You can be interested in something and not have -- and maybe be distracted and for some reason you're not going to talk about it.

But I wouldn't necessarily -- I couldn't -- from the best of my memory, I couldn't sit here

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and tell you that I -- my impression was that he wasn't interested.

I think he was interested in the lottery contract, because he was one of the first -- the reason why we got involved is that -- I'm trying to remember here, but he was one of the first -- during the first public hearing, when the lottery -- and I wasn't working on the account then.

But I think it was in April, when the contract came before the council for an initial vote, it was Jim Graham who was the first one to try to vote it down, I believe, or raise concerns about it.

So that's why we ended up in this long saga of the mayor having to submit it and resubmit it for, I think, three or four different times.

So I think that should be noted that, you know -- so that, to me, indicates he was interested in the lottery contract, very much so.

And from what I remember looking at video from that council hearing, he had a lot to say about it, that it's $40 million, we don't know the

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participants.
And that, you know, then led to the Intralot hiring us to educate members of -- I keep saying "Congress," I'm sorry, because I'm used to national stuff, but educate the council members on the contract.
And really what happened, it was an RFP, it was done fairly and squarely. A lot of them didn't know that. That was the takeaway that I got.
Q Okay. We'll turn to two e-mails prior. The next e-mail is just Graham e-mailing back, saying that he's going to be out for a certain period of time.
Then on Wednesday, June 11, 2008, this is on the second page of the exhibit if we start from the first page.
MS. WAHL: I'm sorry, what are you directing us to?
MR. SISTO: It's on the second page. It's the e-mail from Jim Link sent Wednesday, June 11, 2008.
MS. WAHL: At 12:31?

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MR. SISTO: That's correct.
MS. WAHL: All right. Have you got that in front of you?
THE WITNESS: Yes.
MS. WAHL: No, you don't, actually.
MR. SISTO: Yeah, flip it over there. That's it.
THE WITNESS: Okay.
BY MR. SISTO:
Q Okay. This is an e-mail that's rather similar to all of the draft e-mails sent back and forth by Jim Link and Scott Bolden, eventually answering Council Member Graham.
And the last paragraph --
MS. WAHL: I don't think we'd agree with that. I'm not sure we'd agree with that at all. So maybe you should just ask the question.
MR. SISTO: No, I can just ask the question, then. That's fine. Just trying to provide context.
MS. WAHL: She can read.
MR. SISTO: Sure.

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BY MR. SISTO:
Q On the next page, last two paragraphs of Link's e-mail, saying, "as for Metro, there are a number of factors that make it impossible for us to even consider accommodating your request."
A Am I looking at the right --
MS. WAHL: This is a little mixed up here. There you go.
THE WITNESS: We're straight now, yep. Got it.
MS. WAHL: It says 3 of 6. We're with you.
MR. SISTO: Great, perfect.
BY MR. SISTO:
Q The last paragraph says, "I also want you to be aware that our communications person, Crystal Wright, received a call from a reporter from the D.C. Examiner who was asking questions about our meeting and seemed to know a great deal about what was said." He suggests that Graham contact Crystal directly if he'd like to know more about this.
A Uh-huh.

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Q Did Graham ever contact you about the --
A No, not that I remember.
Q Does this help refresh your recollection as to whether you spoke to a D.C. Examiner reporter about the meeting or not?
A I really don't remember speaking to the D.C. Examiner reporter about the meeting.
Q So you didn't speak to -- you do not recall speaking to Bill Myers?
A I don't remember speaking to him about it, but, again, it was four years ago. I don't remember.
Q Sorry, I wanted to go back to the previous e-mail I was talking about, sent on Monday from Jim Link, June 2. It says, "yes, wheels are in motion. Everyone took your concerns seriously. I would like to discuss with you and/or Calvin at a time convenient for you."
Do you know who Calvin was?
A I'm not sure, but he could have been -- I think he was a staffer. I'm not 100 percent sure, but I think he could be a staffer for Graham.

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Q Why would Link have discussions with Calvin?
A I -- I really don't remember. I don't know.
Q Was he a participant at the meeting?
A He may have been. As I think I indicated to your colleague at the beginning of the deposition, there was another staffer there. I can't -- Calvin rings a bell. I can't be 100 percent sure Calvin was at that meeting, but he could very well have been the person that I described to you, you know, that there was one staffer there.
Q Okay. But that staffer didn't say anything in the meeting?
A Again, you're asking -- I really -- there was probably six people in the room. Calvin or whoever it was could have very well spoken, but I don't have a photographic memory, so I don't remember.
But the person could have spoken. Somebody greeted us when we came in the office, like

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most people would.
Q Do you remember if Graham at any point in the meeting or particularly at the conclusion said that your team should follow up with him or Calvin about the meeting?
A That could quite be possible. It's -- I remember in some of the meetings we had with staffers of the council, the meetings that we set up, often they had question -- you know, we had people -- it wasn't unusual if people had further questions or they wanted us to send -- you know, get answers about something.
So that could very well be that there was more questions. That's possible. I can't tell you definitively yes or no. I don't remember exactly, but it's possible.
Q You don't recall.
A It wouldn't be unusual, is what I'm saying.
Q Okay. On the first page, the reply from Jim Graham sent Wednesday, June 11, 2008 to Jim Link.

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A Okay.
Q It says on the last line, it says, "the rejection of your application at Metro (which has not been approved) necessitated, not by any of this but by other factors relating to the application."
When you read this, what did you understand Graham to mean?
A Well, I don't really remember reading this e-mail. Now that, you know, you have it before me, I have no idea. Because I wasn't -- I didn't have any clients involved with Metro.
Q Well, Warren Williams was involved with Metro.
A He was not -- I was not retained by Warren Williams or Alaka Williams to work on any of his other projects or business. I was retained, as I told you, by W2 Tech and Intralot to work specifically and narrowly on the lottery contract.
So I have no idea what this means. Jim Graham would probably know. He wrote it.
Q Once this e-mail was sent by Jim Link to the team on June 11, was there any discussion or did

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you have any communications with anyone about this response from Graham, particularly his discussion of the rejection of the Metro contract?
A I don't remember.
Q Besides the members of the W2-I team, Graham and his staffers, did you speak to anyone else about the May 29, 2008 meeting?
A Not that I can remember.
Q Is there anything else we should know about the May 29, 2008 meeting that you'd like to tell us or that I haven't asked about?
A Yeah. The only thing I want to add is looking back through these e-mails and seeing that -- who was generating a lot of them and which jogged some of my memory, Scott Bolden seemed to have an agenda at play. I don't know what it was, but he seemed very interested in interpreting the meeting in a way that -- in his mind, he seems to want an interpretation of the meeting, even though he wasn't present.
And that made me very uncomfortable. And in hindsight, it's my opinion that Scott Bolden

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wanted it to be something that it was not.
I have told you many times what the council member said. He had a personal opinion about -- he seemed to be frustrated that -- in his words, that Warren Williams was -- and in his impression, getting a lot of deals around town because of his friendship with Adrian Fenty.
That's what I remember from the meeting, and that's what he said. He said he would feel differently toward the lottery contract if he wasn't involved in other -- all these other deals, and he felt like he was getting deals because he was friends with Adrian Fenty. That's what he said.
Q Okay. And you said what Bolden was doing made you uncomfortable. Why did it make you uncomfortable?
A Because he was -- he kept -- he kept, in my opinion, looking back on these e-mails, trying to turn something -- trying to turn a meeting into something that I didn't have that impression of, very aggressively.
And you see that he generated a lot of

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e-mails, pushing me and Jim to get into some -- to send an e-mail to Graham. He should have sent it, because I -- I mean, that's not something that I felt I should do.
I have no reason to follow up with Graham. He should have had his client, Warren Williams, send the e-mail, because the bulk of the conversation, as I've told you many times, I would say 75 percent, more than 50 percent, was -- or the entire conversation was directed to Warren Williams, and Warren was doing most of the talking along with Jim Graham, about something we weren't there to talk about.
So that's all I have to add.
Q Do you know why Jim Link then sent the e-mail?
A I think you'd have to ask Jim. I don't remember. I remember we had discussion about sending an e-mail, and ultimately, I don't know why Jim chose to -- I don't remember, I should say, why he chose to send it.
Q Okay. When did your business relationship

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with W2-I or W2 Tech end?
A I'm not -- I'm not positive, but I think it was I want to say maybe a month or two I worked for them, and then I had the contract -- Intralot drew up a contract to pay me directly, because they were funding -- I can't be certain of this, but it was my impression that they were pretty much funding the PR and lobbying activities anyway, and that W2 Tech, while they entered into the contract with me in May, with the Baker Wright Group specifically for the lottery contract, it was my impression that the money, you know, was really coming from Intralot.
So, I mean, I don't know. You know, they decided to terminate the contract with me, and then I worked with Byron directly. I had a contract directly with him.
Q Okay. When you were working directly for Byron, were you still interacting with Warren Williams or Intralot?
A Yeah, I think that they still attended -- we had some meetings together and we may have talked on the phone. But I couldn't tell you how

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extensively that was.
I just remember most of my interacting coming -- I'm sorry, involving Byron Boothe and the team at Intralot. But yeah, they were still the team. You know, the contract hadn't been ratified -- I'm sorry.
The vote -- the final vote on the contract didn't happen until I want to say maybe the fall of 2008.
So, yeah, we still all had to -- you know, I'm sure there was some communication. I don't remember it being -- you know, I can't give you like a hard and fast how often I talked to them.
Q Okay. And then did you have any contact with Warren Williams or Alaka Williams after the lottery contract?
A After the -- after I -- I think I stopped working for Intralot maybe in '09. I'm not certain, because I don't have -- I don't have it with me, that period. You'd have to ask Byron because he was writing my checks.
But it did end, I think, in '09. And then

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Alaka and I socialized a little bit. She came to a Christmas party I had, and we found out that our mother -- her mother-in-law, Warren Williams' father and mother, went to school with my mother at Virginia Union University. So it's a small world. But we didn't find that out until, I think, two years after we stopped working together. So --

Q Okay. And they never hired you on any other matter?

A No, no. Never.

Q Since 2009, have you been working for Intralot?

A No.

MR. SISTO: Do you have anything else?

MS. MICHAELS: I don't think so.

MR. SISTO: All right. That's all I have.

MS. WAHL: We will read and sign.

(Whereupon, at 1:28 p.m., the deposition was concluded.)

I HEREBY CERTIFY that I have read this transcript of my deposition and that this transcript accurately states the testimony given by me, with the changes or corrections, if any, as noted.

X

Subscribed and sworn to before me this day of , 20 .

X
Notary Public

My commission expires: .

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013529

Transcript of the Testimony of **Omar Karim**

Date: August 21, 2012

Case: In Re: WMATA Investigation of Florida Avenue Property Development

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in re: WASHINGTON METROPOLITAN AREA :

TRANSIT AUTHORITY INVESTIGATION OF :

FLORIDA AVENUE PROPERTY DEVELOPMENT. :

----------x

CONFIDENTIAL DEPOSITION OF OMAR KARIM

VOLUME II

Washington, D.C.

Tuesday, August 21, 2012

REPORTED BY:

SARA A. WICK, RPR, CRR

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Confidential deposition of OMAR KARIM, Volume II, called for further examination on Tuesday, August 21, 2012, in Washington, D.C., at the offices of Cadwalader, Wickersham & Taft LLP, 700 Sixth Street Northwest, at 10:44 a.m., before SARA A. WICK, RPR, CRR, and a Notary Public within and for the District of Columbia, when were present on behalf of the respective parties:

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-- continued --

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APPEARANCES (continued):

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On behalf of the Witness

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PROCEEDINGS

Whereupon,

OMAR KARIM

was recalled as a witness and, having first been duly sworn, was examined and testified further as follows:

EXAMINATION (Continued)

BY MS. ROCKWOOD:

Q So just to go over kind of what Brad told you last time, because this is a deposition, your answers will be on the record. So you need to say yes or no instead of nodding or saying something not clear. Let me finish my questions, and I will let you finish your answers so there is a clear dialogue on the record. If you don't understand something, let me know. And if you would like to refer to a document, maybe we will wait until the end and go through documents at that point.

Any questions for me?

A No.

Q Okay. Like I said, hopefully, this will be brief. I just want to follow up on a few things

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that we talked about in your earlier testimony, specifically having to do with your interactions with some of your development partners.

So first of all, one of your original development partners was Donatelli, as we discussed. What did you anticipate their role would be on the development team versus the role of you and the rest of Banneker?

A We had not memorialized, you know, the hundred or so or, you know, major key things that they would be working with us on. We asked them to come on board because we thought they had a really good relationship with Council Member Graham. Of course, they had experience negotiating with Metro and ultimately completing at that time probably the Ellington or maybe one or two other projects.

So Banneker was the lead partner on it. We made all of the major decisions, what type of financing, who was our general contractor going to be, how were we going to stack all of the funds, what the program was going to be. And they were, I would say, somewhat of a advisor, a key partner, but

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we did -- we were doing the lion's share of the work and saw ourselves doing the lion's share of the work and depending on them for their experience in terms of negotiating, are there some key elements we want to be aware of, that type of thing.

They told us they were busy on other stuff. They had just been awarded the chiller site at that time, and they thought being kind of a minority partner on our project, while they just got awarded the chiller site, might be kind of a win-win for them, and this would be like dessert when you're eating a good meal type of thing.

Q As we discussed last time, there were some e-mails --

A I'm sorry. Not to cut you off. And even when they dropped out, right, in December 2007 and it was the remaining members of the development team, MacFarlane Partners, us, District Development Group, our financiers, all of those folks, WMATA staff still felt we were the better team and our proposal was better and immediately recommended that we become the selected developer for that project,

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because they knew who was the lead, you know. They looked at us, and the professional real estate staff felt confident that we could move forward with the project.

Q What was the role of District Development Group? You mentioned them just now.

A They led some of our community efforts. We had one of the principals lived in the neighborhood, had a good relationship with the ANCs, other members of the community, really helped do some ground support work for us. They had some experience doing some development as well. They did a really successful school over in Southeast, really bright folks. One of the principals had a lot of construction experience, 20-something years. So they were a good partner.

But this was clearly, you know, a Banneker led. We were the key people. MacFarlane, multi-billion development and finance organization, all of our bank financing, you know. It was a -- when you have a development team, that's why you call it a development team. You have a major lead

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developer oftentimes or sometimes major developers or a number of developers if you're working with a major project, and then you have kind of small or less key members of your team.

And, you know, a development project might last -- before you complete it, might go 10 years. I would say the average project of a $40, $50 million size might go six, seven years. And in that time, you're probably going to have a couple people come in and out, and it's a normal thing, and the staff, you know, understood that.

Q What was MacFarlane Partners' role? Were they primarily financiers?

A They were going to be whatever we needed them to be. Did you see their letter?

Q I think so.

A So their letter spelled out more than kind of the financing. Victor MacFarlane, the principal of that firm, he wanted to be involved in the project personally. They sent their folks there to attend the pitch with us. Clearly, they had all of the financing, you know, that we needed to get the

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project completed and any and all other support that we needed, whether it was development support, whether it was retail, residential, construction. I mean, they were a very, very good partner.

And throughout the process, we tried to, you know, continue to have that caliber, whether it was Bank of America CDC or Goldman, Sachs or JPMorgan, their real estate arm who was interested in partnering with us.

Q Did MacFarlane stay in the project, stay involved in the project all the way up until March of 2010?

A No.

Q When did they stop being involved?

A I don't recall the date or the time period.

Q The year?

A I mean, it was like four years, right, almost four different calendar years. But I do know that one of the things that caused some of our partners to change is the lengthy delay. Rosalyn Doggett and the rest of the WMATA staff assured us

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that the deal would be done in September/October 2008. That's why we agreed to a 10-day period. It got pushed back initially. Graham forced it to be no less than 60-day approval. And then once we were about to get everything done in December, you know, or November, once the JDA and lease and all of those things, I think he again stalled it in his attempt -- because he was about to become the chairman of the board. Once he became the chair, of course, it just went downhill after that.

But as I recall, the not having that definitive agreement in place was, you know, one of the major reasons and not knowing, because it was at the next board meeting we're going to get it approved, at the next board meeting we're going to get it approved, really caused some of our partners a lot of angst, because when they read the term sheet, it was hey, it's not done yet.

Q Going back to Donatelli, last time we discussed an e-mail where you all talked about having them take the lead in the project.

A Uh-huh.

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Q What -- did you anticipate that there would be a corresponding change in their role with the project, that they would become more involved in the management of it?

A When they were going to take the lead, yes. We weren't going to take the lead; we were going to be more of a silent partner. And the only reason we did it or would have even considered it is because we thought Graham was going to kill the deal.

At that point we had invested, you know, nine months or, you know, almost a year since the solicitation initially came out. We had at least $100,000 tied up in it -- I mean WMATA had $100,000. We had a lot more expenses and time in it and that sort of stuff. Our arms were twisted behind our back, and we just wanted to at that point -- I would say get it done not knowing that three years later, in 2010, it still wouldn't be done.

Q How --

A But even with that, even with them taking the lead, it was just -- if you looked at our slide

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show or any of those type things, we still had, you know -- it was just a small window when we thought they were going to take the lead.

Q How far did you get in defining how your roles would change?

A We had one meeting about it. I think it was like a Friday evening in December 2007. And we were going to step back, and they were going to be the lead, and we were going to be kind of a partner and split our interests between DDG and Banneker.

Q Okay. And then obviously, Donatelli left the team in December of 2008?

A Yeah, that same weekend.

Q Or 2007. I'm sorry.

A The same weekend. We think they talked to Graham and Graham told them don't do it and that this still wasn't for them, like he told us on several occasions. They dropped out Sunday, and we had to scramble and get stuff together.

Fortunately, the interview wasn't until 10:30. We did it. We went back to the office that Monday morning, just took them off because they

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weren't a big part of our initial PowerPoint presentation. I mean, they had a couple of projects, but we were able to make a couple of changes, you know.

Unbeknownst to us, they called our teaming partners. They called Chip Glasgow over at Holland & Knight and told Him don't come. Donatelli's vice-president did that. And Chip is an honorable guy. He's been our land use counsel for many years. He called us the morning of the presentation and said hey, Omar, I just want to confirm that we're not going to come to the interview, Larry Clark, you know, Donatelli's vice-president, called me this weekend and told me not to come. I mean, it was just so -- it threw me back, and I said no, please come, I'm on my way down to Metro right now. He came, which was great. He's the premier land use guy, I think, or one of the top 5 in the city. And it was a great asset.

It was sad to learn that Donatelli had, you know, called around and told our partners. It appeared like the fix was on. Okay? If they drop

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out, okay, you drop out, but don't call all of the people that we hired. Donatelli didn't hire them. I hired them. We hired the architect firm, the engineering firm. We had the financing lined up, all of that. So then to call our team members on the weekend that you're going to drop out and say hey, don't come to the interview that Monday morning, it just smelled very, very bad to us.

But thank God, you know, it was our best pitch ever, and I've pitched a lot in my life, and it went great, I mean well enough where WMATA staff immediately recommended us that we be their partner on the deal.

Q Did Donatelli or Larry Clark call anyone other than Holland & Knight?

A I don't know.

Q But nobody went to you and said that they had received a call from Donatelli about them dropping out?

A I don't recall that being the case.

Q So after Donatelli dropped out in December of 2007, when did you all approach Metropolis about

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joining the development team after that?

A Metropolis came up because I think they had a nice relationship with Howard. Howard owned one of the adjacent parcels where the CVS sits. And when we were interviewing with Howard to get their support to sell or joint venture or develop the CVS parcel, they mentioned Metropolis as a good partner.

And we knew Metropolis. We knew they had done a project on top of a Metro at 14th and V. It seemed like a good idea. I didn't personally know their principals and that type of stuff, but we kind of knew of them, and Howard recommended them. I think that's how the discussions began to occur.

Q Do you recall when that was specifically?

A I don't, but I think we got the letter from Howard either in January or February. So the discussions with Metropolis was probably somewhere -- or the initial conversation somewhere around then.

Q Is that January of 2007 or 2008?

A '8, yeah.

Q Okay. So Metropolis sent you all a

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letter, I think it is January 27th, 28th, 29th, around then, of 2008? No?

A Okay.

Q So would it have been some time prior to that?

A It wasn't January 2007. We had a partner up until, what's that, the first, second week of December. So it was, you know, some time during that period. And I don't recall when we began having conversations with Howard, but I could imagine we had some early conversations with Howard. But when the conversations really got, you know, to the point where they were prepared to give us a letter of support saying that they would do our deal, I think Metropolis came up during one of those conversations. So that seems reasonable, January some time 2008.

Q Did you approach them, or did they approach you?

A I don't recall how like our initial conversation came up, but --

Q Did anyone recommend to you that you get

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them involved?

A Yeah, I think the Howard folks mentioned them to us.

Q And you were -- what were you discussing with Howard at that point?

A Developing a hotel or something on their site, the CVS. It was a nice sized, it was right at the corner of 7th Street and Florida Avenue, and we thought it would be a good addition to this -- to the project.

Q Were you actively --

A And -- I'm sorry. And WMATA asked about it, as you recall in some of the e-mails, to say hey, what's the status of your negotiations with Howard. I think one of the last e-mails, hey, you know, we think we're going to get something very soon from them. Shortly thereafter, we got the letter, and we sent it to Roz Doggett or some of the staff.

Q Were you actively seeking another development partner after Donatelli dropped out?

A I don't recall that aspect being a major

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thing for us. Again, we hadn't done a deal with Metro before. I don't recall them raising it during our interview hey, where's Donatelli, okay, you all are gone, you don't have Donatelli, Donatelli this, Donatelli. I don't think we probably had, you know, more than one question, if that. It might have been. It was a long interview, but I certainly don't recall that being kind of a driver, Donatelli not on your deal, you won't have the deal.

Q Did you think that it was important to Metro that you have another development partner?

A It was a lie by Jim Graham to make this up to say Donatelli was the support. Even Metro staff didn't feel it was appropriate when Graham tried to put language into the motion to approve our term sheet that there be -- certain people be named as the lead for different reasons. And WMATA staff said no, that's inappropriate, you know, they want to be able to -- basically, the developers should be able to, you know, mix and match what they deem, you know, appropriate.

And Graham was pushing LaKritz Adler at

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the same time and then pushing LaKritz Adler on us. LaKritz Adler didn't have any of the experience we had. We had just completed or was in the ground with the Walter Jones School. We had the Deanwood project going. We had other projects. I had a lot of experience, including a project I built right here on 809 Sixth Street. The Sixth Street Flats, I did that. I led that effort when I was at another development company, ran it from a parking lot to where it is today, and that building, that size building was a nice size, you know, development project to give us our experience.

And LaKritz Adler didn't have that experience at the time. And so for him to be raising some, okay, you need this, really he wanted -- it was a red herring. He wanted LaKritz Adler on that team and would have done anything to get them on it, including telling me that before he votes for us, I need to meet with him at the meeting, at the subsequent meeting going out and telling me I need to have LaKritz Adler on the team.

So I didn't think that Metro -- well,

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clearly, Metro never, throughout our entire three-year relationship with them, believed that Banneker and my staff and our team, our entire team didn't have the necessary, whether it's construction experience, development experience, or any of those things, to not recommend us. A dozen different times, they recommended to the staff that they approve our term sheet, joint development agreement, move forward with us, all of those times, and not once did they say hey, we're not going to do that because you don't have Donatelli or Chris Penick with -- or Penick with Metropolis got brain cancer, he had to drop out.

All type of stuff happened, but they knew all along that we had the sufficient wherewithal, teaming arrangements, financing to move on.

Q When Metropolis initially joined your team in January of 2008, what did you anticipate their role would be in the project?

A Similar to what Donatelli was going to do. Clearly, they had -- Howard was kind of pushing them on the Howard parcel. So it made sense that -- it

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became a bigger project. It might have been a $80 million project at that time. There was enough room for a whole lot of people at the time. They had built over Metro sites and said they could provide some insight. They weren't a big company by far, but just like -- and Donatelli wasn't large as well, but having that type of insight and experience we thought we would get from them. We never did. Likewise, we never got it from Chris. We didn't get -- wound up not getting it from Metropolis, unfortunately, because -- did Penick die?

Q I don't know.

A Okay. You know, he got very ill, and the company went through some stuff. So yeah.

Q I guess if you could just be as specific as possible for me since I'm not in the construction industry --

A Sure.

Q -- sort of what -- specific examples of what you would do versus what a development partner would do.

A I'm sorry. Can you repeat your question?

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Q If you could give me some specific examples of what you and Banneker would have done on the project versus what, I guess, Metropolis at this time would have done.

A We had three partners. For a long time, it was going to be three partners. At that time it was us, District Development Group, and Metropolis.

Q Okay.

A And we would have, I think the majority of the line items in our discussions of a development, you know, teaming arrangement or joint venture agreement had Banneker leading all of the major components, leading the construction, leading the finance, leading the design, blah, blah, blah, blah, blah, blah, blah.

And then for other partners, it was mostly supporting Banneker on the construction, supporting Banneker on the development, supporting Banneker on the negotiations with Metro, supporting Banneker on the financing, you know, those type of things.

It might have been -- DDG might have been leading the community efforts, because they clearly

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had relationships in the community. It might have been if Donatelli was involved, it would have been, you know, managing Graham or that type of thing, yes.

But all along, you know, we saw ourselves -- it was our deal. We saw ourselves as the lead on the partner. And even when we had Bank of America CDC, it got a little bit more, I would say, even in terms of what the roles and responsibilities were going to be because they was going to be providing some level of guaranty, financial guaranty on the project and providing some equity.

But for the majority part -- and that probably -- bringing them on board probably was -- one time, it might have been almost equal. I mean, it was clearly our deal. We were running the show. But they had a lot of affordable housing experience, and they would bring in the equity. We just had a good relationship, and they had more capacity or seemingly wanted to be more engaged than Donatelli at that time, and there was more room because it was

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just two of us than three partners.

Q We talked about the June resolution, selecting you all as the developer, and one of the conditions was describing roles and responsibilities for members of the development team.

Do you remember that?

A I do.

Q Okay. What was your response to that? Did you submit anything in writing to Metro?

A No. Did that get approved, or did they not include it in the resolution?

Q I will just show you this. Let I mark this as Exhibit 6.

A And do you have the motion that was made by Graham?

Q Yeah. I'm just going to show you the minutes of the Board of Directors meeting from June 26th, 2008.

A Okay.

(Exhibit Karim 6 identified.)

BY MS. ROCKWOOD:

Q Do you see in there that there's a motion

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to, I believe, specify roles and responsibilities for members of the development team?

A I see what's shown as meeting minutes, but I would -- it would be -- I don't recall the language being exactly this. This is kind of a summary of the meeting minutes.

Q Right.

A I think there was two or three motions, a couple of different motions that Graham made, some of them which were rejected by the committee and some of them which was ultimately approved by the committee.

I think they have the meeting tape-recorded, and it might even be on the Board Web site. I would probably encourage you to either get the exact dissertation as to what occurred at the meeting, but I don't think this fully grasped what happened.

But I think I did forward you internal communication between the members of the Board and the staff the week leading up to it where Board Member and Council Member Graham wanted to spell out

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the roles and responsibility. And who was that, Nat Bottigheimer, as I recall, told him he didn't think that they could do that and attempted to come up with some other language that would appease him. And --

Q Right. I'm familiar with that e-mail. I guess my question is, what was your reaction to this motion?

A I was -- in April 2008, to give you kind of how I felt, I felt like a man or woman left at the altar. We all go down there. Our attorney, Chip Glasgow, and other folks were sitting in the room. The Board members go away in executive session for a couple of hours and then come back, and then Graham makes a motion to extend our approval, not select us, for no less than 60 days.

So I was devastated then, right. So anything other than extending -- any type of selection, it was like -- almost like a relief. So do I recall like exactly how I felt? Even though there was some other emotions going, I felt like okay, wow, we got our term sheet approved.

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The one thing that was -- that raised a flag, as I recall it, that might have a financial impact -- the roles and responsibilities are fine, you know. I didn't see that -- as I recall, it didn't raise a major flag. But the one flag was the housing component, the affordable housing, because that attempts to change the material terms of our term sheet that we had negotiated with WMATA, the financial things, that we have to do affordable housing. Therefore, the offer that we made automatically gets reduced by the thing that Graham certainly included in that motion, which materially changed our deal with them.

But I can't recall the staff maybe ever asking us for at least anything in writing, probably not even orally, hey, can you give us a list of 10 things that's going to happen on this site and who, you know -- and if they did, it was so early that it became a nonissue for the duration of our time with WMATA.

Q Did you have any discussions with Metropolis about -- following this motion?

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A When you say "following," it wasn't -- we didn't have to do anything. The minutes say, which wasn't in -- this is not the motion, as I recall it. It said that the staff will provide documentation to the Board.

Q I see.

A It didn't say Banneker should do anything, the development team should do anything. There was no direction on our part in terms of us doing anything, requiring us to do anything in terms of responsibilities.

Q I see. So you never took any action in response to that, and the staff never asked you anything, to the best of your recollection?

A To the best of my recollection, this motion didn't require us to do anything. It asked the staff to clarify some things for them. There was a lot of things going on. I don't recall that being a big thing.

Q And then Metropolis was a member of your development team at the time that this -- that your term sheet was approved in June of 2008 or, I guess,

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at the time you were selected as the developer in June of 2008?

A Is that a question?

Q It's a -- I'm getting to my question.

A Okay.

Q When did they drop out?

A I don't recall.

Q Do you recall a month?

A If you allow me to look at --

Q Well, the last communication that I see in your production is from August of 2008.

A That says what?

Q I think it's a meeting with you all and Deputy Mayor Albert.

A Okay.

Q But there's nothing after that. Were they still involved in the fall of 2008?

A I don't recall. I do recall Scott getting, you know, brain cancer and that being like one of the, you know -- he's the president of their company or principal of their company. There's another guy, Merrick Malone, who was like their

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vice-president, and I don't think Merrick could make a lot of decisions, who was like our main contact on it, without Scott being involved, and I think Scott went away or to the hospital, he got brain cancer, you know. That was a major thing. So I'm not sure.

It might have been around that time that -- but again, they weren't actively involved in the day-to-day negotiations with WMATA at the time, selecting any of the team members. We were the lead on it. So they were a minor partner. So as a minor partner, it wasn't a -- we didn't consider either -- you know, their leaving a major thing or -- yeah.

Q Were they still involved in the project when Bank of America became involved?

A I don't think so.

Q Okay. And do you remember when you started discussions with Bank of America?

A Do you --

Q Well, their letter of intent to join is in March of 2009.

A Okay. So it was probably a few months prior to that, you know. To get the letter of

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intent took some time. So it might have been some time in the fall of '08 some time.

Q Do you recall when you -- did you notify Metro that Metropolis had left the project?

A I'm not sure. We had pretty regular meetings with Metro. So I'm pretty sure we kept them abreast somewhat real-time of who the parties were, what we were doing, and that type of thing. I think even prior to getting a letter of intent from Bank of America, they were involved in meetings with Metro, probably months, you know, leading up to that possibly.

Q But you don't recall when you would have notified Metro that Metropolis was leaving the team?

A Well, I was the lead partner on it. Everybody else was minor development partners on the deal. And whenever I thought it was appropriate, we probably let them know. But it never was an issue to WMATA's professional staff. It never became a issue. It never was an issue. Not one -- as I recall, I don't think the negotiations ever stopped, got stalled, delayed, or any of that stuff because

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either Donatelli wasn't there or Metropolis wasn't there, you know.

We had one of the strongest development teams that I can imagine, the top mixed use, a Metro architect/engineering firm in the region, the top land use person in this area in Chip Glasgow at Holland & Knight. We had the top, you know, other construction firms that wanted to build the thing, Clark and Tompkins Builders Group. We had, you know, a very seasoned construction management staff in our staff and development staff. We had all the financing lined up over and over again. We had 9 percent tax credits. We had a tax increment financing, which we wanted. We had the 220(d) loan that was going to provide all the debt. DCHFA wanted to provide the debt as well. Goldman, Sachs, JPMorgan.

Even with the economy going the way it was south, everybody was just so excited to do this deal because it was in Washington, D.C., as opposed to Las Vegas or Arizona where the economy was really tanking. It was at Main and Main, right, Georgia

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Avenue and Florida Avenue. It was a block from the Metro. We had a killer deal from WMATA in terms of a really nice financial structure with them. We were a reputable company.

We had all of the pieces, all of the stars were really lined up on this project, and Metro staff, their professional, nonpolitical, apolitical staff, even with a top negotiator with Rosalyn Doggett. If you've ever talked to this lady, she is one of the toughest -- like straight-shooter, fair but tough. Like a parent sometimes, she was a fair but tough.

But every single time, her and the rest of the staff recommended to the board that they approve our deal, and every single time, Graham was thwarting it. Even to the extent where he asked -- what's the lady's name, our friend, the general counsel?

Q Carol O'Keeffe.

A Carol O'Keeffe to look at issuing a best and final offer on our deal and hey, can you reput that out there to the last three people, including

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LaKritz Adler, they were one of the last three, can you put it back out there so he can get the deal. And Carol told him no, that Metro staff, the solicitation doesn't allow that, you've got to let the time clock run out.

And clearly, immediately within six months, they let the time clock run out or five months or four months, and they tabled our deal. Immediately after they tabled our deal, LaKritz Adler goes and puts in an unsolicited proposal.

I mean, this is criminal. What Graham did and those actions were criminal, even though the staff was attempting to -- I mean, the guy was chairman of the board. He was the king. He was the leader of this group. He told the general manager what to do, and the general manager was like whatever you want to do.

And then when he didn't become the chair, when he wasn't the chair anymore, he became the committee chair, which then goes and continues to have power and authority over what happens with our deal and to say that -- to write the op-ed in the

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Post was ridiculous. Graham attempting to say, you know, that your project was going to be under a lease and they weren't ever going to sell the deal and Metro doesn't sell it. As soon as they tabled our deal, they put the solicitation out as a sale.

This is -- I hope you've all seen what we saw here. It is absolutely ridiculous. And they old it to one of the bidders who wasn't even a finalist. They wind up selling it, raising the bar, keeping our money, and -- that's it.

Q So you're saying that Metro staff never encouraged you to take on a more -- another development partner?

A I didn't say that. You said that.

Q Okay. Is that true?

A What I said was it never became a big deal to WMATA staff that Donatelli left or Metropolis left. And we wound up, you know, at different points having different partners, Donatelli for a small period, Metropolis for a small period, and Bank of America for a longer period. They were much more engaged. WMATA staff was fine with them,

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comfortable with them. They had a lot of experience in the area.

So I'm not sure what your question --

Q Well, did Metro staff ever tell you that it was important for you to partner with another development company?

A I don't recall what the language was, but we didn't feel it was a deal killer enough, like every day that we moved along to, you know, not have them. But clearly, we brought on Bank of America CDC for a reason, and I think, you know, they were -- WMATA staff was comfortable. They vetted them. They called their references and did all of that.

Q But did WMATA staff ever tell you that you should take on a development partner or --

A Graham told me I should, and he told me we should select LaKritz Adler.

Q Right. But WMATA staff?

A Did WMATA staff ever tell us that we should? I don't recall.

Q Did they ever tell you that you should

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take on a development partner to help you receive approval from the Board?

A I don't recall. If you allow me to look through some of the e-mails and stuff like that I gave you or maybe you have e-mails, if you could refresh, right, my recollection. It's been a while. There was a lot going on there.

Q Right. No, I don't have a particular document to show you.

A Okay.

Q When Metropolis left your team, who informed you or how did you learn about that?

A I don't know. I don't think it was a -- I don't think we got a letter or anything like that. I think it was a conversation, kind of a feeling in the discussion, hey, you know, they weren't actively involved every single day of what was going on, and we would probably have appreciated more insight as we were going through our negotiations with WMATA and learning that Scott got sick.

They were going through their own thing. This was like a minor -- or certainly it appeared to

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be kind of a minor deal to them, thing to them. The head of the company gets brain cancer. They were probably just trying to figure out if they were going to stay a concern. That's kind of the feeling I got. And so we just kind of, you know, moved on and got another partner at the time.

Q You mentioned they were kind of -- their involvement was kind of minor. How many times would you say you met with them to talk about the project?

A Less than a dozen, if I can recall. It might have been way less than that. It was hard to reach Merrick.

Q Did they, as far as you know, intend to stay in the project all the way through its completion?

A Versus what?

Q I don't know, versus staying in until you received approvals and then dropping out at some point.

A I don't recall that.

Q You don't recall what?

MR. MC DANIEL: Are you asking him did

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they as a partner intend to stay in the project until the completion of the project or --

MS. ROCKWOOD: Right.

MR. MC DANIEL: -- if they were involved just so he could get approval?

MS. ROCKWOOD: Right, that's my question.

THE WITNESS: I don't recall the latter. I don't recall -- I know that Howard liked them, and that's why we even had a conversation with them. And it so happened they've got experience working on Metro things. So I thought it was a nice deal.

WMATA staff clearly was comfortable with anybody who we, you know, wanted to bring on. So if they were on at one point and then not on at another point, which they were, right, WMATA staff still never had an issue with it. Like even if we had a conversation like that, which I don't recall us having a conversation, but I'm not, you know --

BY MS. ROCKWOOD:

Q We talked last week -- not last week, last month a little bit about Deputy Mayor Albert and that you had some discussions with him about the

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project.

Did he ever provide advice about development partners?

A We used to talk to Neil all the time about the project. As Deputy Mayor, you know, for certain issues and when he became a board member, as a D.C. principal Board member, not every day, right, but if we got stuck, if we felt that something was happening, if he could help out, something like that, yeah, we would talk to him a lot.

Q Did he suggest that you partner with Metropolis at any point?

A I think Howard recommended Metropolis, but we probably talked with him about it, like after we spoke with Howard. But I think -- I might be wrong, but we had a whole list, right -- not right, but I'm informing you. We had a whole list of different partners when we were looking at going after this deal who would help us out. I don't recall Metropolis being on that initial list, but they might have been on the list we put on the board, hey, who do we think could do it. We probably

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started off looking at who had Metro experience, who we knew, that type of thing. There was a dozen or so different companies.

And when Howard brought up Metropolis, it was fine with us, you know. Howard liked them. I don't think it would have been a deal killer, but if somebody recommends somebody and they own an adjacent parcel and they've got a relationship with them, it seemed like a win-win for us.

Q Did anyone from Howard contact Metropolis on your behalf?

A I don't know.

Q To recommend you or anything like that?

A You have to ask the people from Howard.

Q Who is your contact there?

A It was a lady who was like an associate vice-president. I don't think she's there any longer, but I can tell you. I think the letter came from Dr. Hassan Minor, like a senior vice-president over there at the time. I think he might still be there.

Let's see. Howard University, Diane

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Branch. She was like their associate vice-president of real estate or something.
Q But as far as you know, you don't know of any conversations that she would have had with Metropolis?
A She might have. Clearly, they knew them and recommended them. So she might have had a conversation with them --
Q Did --
A -- or Dr. Minor or somebody else at the institution. I'm a graduate of Howard, was on the Board of Trustees at Howard. I could have thought it was my good looks or something that had them do it, but clearly, it wasn't.
Q Did Deputy Mayor Albert ever have a conversation with Metropolis to recommend you all?
A I don't know, but I do know -- I mean, we had a meeting at Neil's office, I think, once or multiple times about the project.
Q Would that have been -- I saw you had a few meetings after your approval by the Metro Board in the summer of 2008.

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Did you have any meetings with them prior to that, prior to June of 2008?
A I don't recall. Again, I think I mentioned to you we probably had less than a dozen or so meetings. I remember one, possibly two meetings with Metropolis at their office and, I think, with Scott, and I don't recall kind of what time period.
Again, they were like -- their involvement in the project was somewhat minimal because of -- which I later found out they were going through the financial stuff. They had a big hit on the project across from their main office. They were trying to sell these condos, and I think they were a little under water. And Scott was ill.
Q Okay. Did they ever express any concern to you that they wanted to become more involved in the project?
A More involved than what?
Q In the day-to-day responsibilities, more management of the construction process, anything like that.

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A We probably had some conversations on -- all development deals, you're going to talk about what people are going to do and what their roles and responsibilities are and that type of thing. I'm pretty certain that -- we could have had some conversations like that, and I don't think at that time, once Donatelli dropped out, we were probably willing to have somebody, you know, do something on our deal to kill it like Donatelli did and drop off at the last minute. So we might have had some conversations.
It happens all the time. All types of memories kind of pop into my head at this time, but we've had conversations with some firms. They're not used to dealing with, quite frankly, I will say black developers in the city who have got any capacity, who have got any experience, who know what they're doing, and who didn't want to ride in the back seat, you know. We weren't a back-seat-type outfit, or at least I'm not.
And therefore, if that did come up, I'm pretty sure I told them that, you know, we would

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stay in the lead role, that we wanted their support and their help and that type of thing. Some of these guys kind of want to take control of it.
But I don't recall that being a big deal. If it was, it wasn't a big enough deal to WMATA or anybody who counted. I mean, you're going to have negotiations with development partners of roles, responsibilities, guarantees, money, who you want to retail, who you want to residential. Maybe somebody owns a property management division; they want to manage it. You can imagine; right? They've got a relationship with a general contractor. They've got a relationship with a bank. It's a million different issues that comes up on a day-to-day basis. You try to negotiate them and get them resolved and that type of stuff.
And I think for a quasi government organization like WMATA and all of the bells and whistles and things, we did a good job at negotiating, or we thought we did with our team, even though some of the team members came and went in the worst financial history of America in almost

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a hundred years.
Q Did either Donatelli or Metropolis ever tell you that they wouldn't remain involved with the deal unless they could take a more lead role?
A Okay. So first with respect to Donatelli, we gave them the lead, as you recall, right, and they dropped out like the weekend before and then told our teaming partners not to come to the interview. Everything, all the e-mails, all of that, they were going to be the lead; even though we did 95 percent of the work, right, they were going to be the lead.
So that addresses that issue.
Q Right.
A In terms of Metropolis, yeah, as I indicated, we probably had some conversations. Again, I don't -- you know, it's been so long ago, that particular piece, and they weren't involved. We didn't have that many meetings with them.
But I don't see how any of that stuff is really as important as, you know, Graham's actions and what he did and what the Board did or failed to

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do in terms of voting on our deal. Like not once did they raise these issues up in a committee meeting. Three years later, they can come up with all types of excuses as to why they did or did not do something, or two years later.
But the Board wasn't concerned about it. They didn't bring it up. Graham, you know, attempts to bring it up at this point or whatever because he's caught, you know, red-handed. And staff wasn't making a big deal of it, and the Board never -- it didn't come up in any Board meeting. And if it did, where are the meeting minutes of those or whatever.
So whether it was Metropolis or Donatelli, we have Bank of America CDC for a very, very long time actively involved. If you ask me some questions about them, I can tell you, because they were actively involved, participating in the meetings. Clearly, we were the lead, though, but they were going to all of these meetings with Metro staff for a year.
It was only until Graham forced us to change the terms of the deal, to go back to a lease,

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that after we kind of went down the sale direction, that it was our understanding that Bank of America didn't want to do that. And I let Graham know, and he said don't worry about it, you can replace them. I said do you got any recommendations. I didn't want to bring up LaKritz Adler again but asked about Donatelli again. And, you know --
Q I have one completely unrelated question, and then I think that will be it.
A That's it?
Q I told you it would be short.
A All right.
Q You mentioned a meeting in the fall of 2009 at Busboys & Poets on 14th Street.
A Uh-huh.
Q You met with Graham and his chief of staff. You said it wasn't Ted Loza.
A I wish it was. God, I wish it was Ted Loza. That would have been just like -- the only reason I thought it was -- a reporter asked me whether it was Ted. That's the only reason I had it in my head. I think I looked up in that period.

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Q Was it Calvin Woodland?
A I don't recall. I wish --
Q He's the Council Member's chief of staff now.
A I don't know. I wish I -- I can call our former CFO to see if he remembers whether it was a black guy or not black guy basically.
Q But you don't remember whether it was or not?
A I don't know.
Q Okay. That's fine.
A Did Graham tell you who it was?
Q I couldn't say.
MR. MC DANIEL: You can say if you met with Graham.
MS. ROCKWOOD: It will be clear in our report. That's all I have.
MR. MC DANIEL: I have a couple of questions.
EXAMINATION
BY MR. MC DANIEL:
Q Mr. Karim, there were some questions about

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communications that you had with WMATA staff regarding particularly Exhibit Number 6. Just to put it in context, you were approved by the staff and the Board in June of 2008 as the developer for the project; was that your understanding?

A Yes.

Q And you were informed by way of letter that your consideration or deconsideration of the term sheet and the JDA had been tabled in March or April of 2010?

A I think April of 2010.

Q Okay. Now, during that time, did you continue to maintain dialogue with the WMATA staff regarding negotiation of the term sheet?

A During which time?

Q Between 2008, June, and April 2010.

A Yes. We had thousands and thousands of hours of discussions and probably hundreds of meetings with their staff and binders and binders full of documents. Maybe you could fill up hundreds of boxes worth of e-mails and stuff.

Q And were there occasions when the WMATA

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staff did ask you to address concerns that had been raised by the Board in writing?

A Yes.

Q And when -- for instance, by way of example, was there a question regarding Mr. Warren Williams, Jr., his involvement in the development deal and some interaction that he had in the business community, with the business community of the District of Columbia that you responded to by way of a letter?

A Yes. I think there was two, three letters that we responded to at the behest of, I think it was, Jim Graham, according to the staff who told us it was Jim Graham who was asking these things.

Q If I was just to show you -- I don't have an extra copy.

MS. ROCKWOOD: No, that's fine. Can you tell me the date of that letter?

MR. MC DANIEL: April 23rd, 2008.

MS. ROCKWOOD: Okay. I will have her mark my copy.

(Exhibit Karim 7 identified.)

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BY MR. MC DANIEL:

Q Mr. Karim, let me show you what's been marked as Exhibit Number 7. Can you tell me what that is?

A This is a letter that I penned to Rosalyn Doggett on April 23rd, 2008.

Q And why did you write that letter?

A Because Rosalyn Doggett either called or e-mailed me on or about that date, telling me that Jim Graham, D.C. council member for Ward 1 and a member of WMATA's Board, brought some concerns to her, and she asked me to respond to these concerns.

Q Now, before or after this, were you ever asked to respond in writing to any concern about the particular roles that members of your development team might play in response to some Board concern?

A I don't recall that ever being the case.

Q And you said that Donatelli, in essence, dropped out in 2007?

A Yes, sir.

Q And this was prior to your presentation to the WMATA staff, prior to your selection?

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A That's correct, the weekend prior to us going to our interview with WMATA staff.

Q So obviously, nobody from Donatelli appeared at the presentation?

A They did not.

Q And you said that you recall some questions about why they might not have been there at the presentation?

A I don't recall -- there might not have been any questions about them. I might have raised it because they were initially -- they weren't initially in our group, and then we added them to our group. And at the interview, we might have brought it up and told them hey, you know, they're no longer with our group. But I know there wasn't any extensive conversation or dialogue with any of them not being on our team anymore.

Q And at some point in time after that but before your selection, Metropolis got involved; is that right?

A Yes.

Q Now -- and you can educate me about this.

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It seemed to me to be a bit of an odd question. Are there scenarios where an organization might become a part of a development team only for the purpose of approval of a term sheet or a development agreement by a Board without any intent to be involved beyond that to the completion of the project?

A In my experience, I haven't experienced anything like that before. Some people might, but I can't recall a deal that we've had a conversation like that.

Q And if that was the agreement, if that was the understanding between Banneker and Metropolis, would that have been something that needed to be communicated, then, to the staff and the Board prior to their consideration?

A I don't think that when you have a development team you discuss or it's a requirement, you know -- WMATA was basically just leasing us some dirt for 60 years or 99 years or whatever the case, and whether X, Y, and Z person is building it or designing it or whatever the case might be, I don't think that warrants kind of a day-to-day, you know,

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real-time action from our part to inform WMATA.

But we tried to do our best at keeping them informed as to what was going on. Particularly, we had on average a meeting probably once a week once things got going.

Q And who was Nat Bottigheimer?

A He was and probably still is the associate general manager for WMATA over all of real estate and development projects.

Q And Carol O'Keeffe, who is Carol O'Keeffe?

A She was and currently is, to my understanding, general counsel at WMATA.

Q And have you seen any e-mail traffic or exchange between Mr. Bottigheimer and Mr. Graham as it relates to the question of specification of roles for development team partners? Have you seen any e-mails?

A I have.

Q Okay.

MR. MC DANIEL: I'm going to ask that we mark as Exhibit 8 --

MS. ROCKWOOD: If you could just give me

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the date.

MR. MC DANIEL: Wednesday, June 25th, 2008, which is attached to a Tuesday, June 24th, 2008, e-mail from --

MS. ROCKWOOD: Okay.

(Exhibit Karim 8 identified.)

BY MR. MC DANIEL:

Q Mr. Karim, I'm showing you what's been marked as Exhibit Number 8. Have you seen this document before?

A Yes, sir, I have.

Q And at the bottom of the first page of Exhibit 8, do you see a e-mail from Mr. Nat Bottigheimer to Emeka Moneme?

A Yes.

Q Who is Emeka Moneme?

A Emeka Moneme was one of the two principal directors at WMATA's Board at that time along with Jim Graham.

Q Okay. And attached to that also is the name of Jim Graham?

A Yes, sir.

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Q And if you could just read into the record what it is that Mr. Bottigheimer had to say about the issue of the role identification?

A Sure. "Thank you very much for that feedback, Councilman. I will try to propose more specific language tomorrow and, of course, would welcome any suggestions that you or others on this e-mail might have on wording. Thinking out loud about how to accommodate your request, I don't think we can go as far as to specify roles for team members in the resolution language by team member name. Should a team member with required expertise elect to resign its role on the winning team, I would imagine we want to have the flexibility to substitute a new team member with equal expertise. If I'm thinking correctly, the resolution language should anticipate that possibility. As I understand it this morning, the desired language would emphasize that the firm doing the construction would have to have a well demonstrated capability for a project of this type and would have to be in control of the construction process. That is the sense that

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I am hopefully correctly trying to capture. If I am incorrect, please do advise."

Q And in the negotiation of the original term sheet that was ultimately approved in June of 2008, was there contemplation of the possibility of a change of team members during the negotiation of the final development agreement?

A I'm not sure what the -- can you maybe be more specific?

Q Well, I guess I could ask a different question. In the original term sheet negotiation and after the exchange between Mr. Bottigheimer and Mr. Graham, at that point in time on that date, you had not been selected; is that right?

A That's correct.

Q So at any point in time subsequent to the date of that e-mail and your approval by the staff and with the submission and the Board, was there any other written request that you identified specific roles of team members?

A I don't recall ever submitting that to WMATA staff.

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Q And at least based upon the chronological order of events, it was the staff's understanding, as well as the Board's understanding, that Donatelli wasn't involved when you were initially approved?

A That's correct.

Q And between June of 2008 and April of 2010, did you ever receive anything in writing asking for you to identify specifically or particularly the roles of members of the development team?

A I don't recall that ever happening.

Q Do you recall ever receiving anything in writing from either members of the staff or the Board directly or from the Board through the staff to identify and include particular developers as a part of your team?

A No. There was the -- I think our deal was Banneker set up an LLC called The Jazz at Florida Avenue, LLC, which would be the entity that would be developing this site. And from the time -- for 99 percent of the time except that one weekend that Donatelli was going to be the lead, Banneker was

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going to be the managing member, and we could switch in and switch out folks as we deemed appropriate.

Q Well, your consideration of Donatelli or considering putting Donatelli in the lead role, as you sit here today, was there any commentary on your ability in terms of Banneker's ability to act as a lead in the development project?

A According to the staff, we never had -- the staff never expressed any concerns to us in the years that we were working on the project about our ability, even when Donatelli wasn't. I mean, there was, I think, about 17 or 18 different teams that initially submitted in the spring of 2007, and then it got reduced down to 12, and then it got reduced down to six. All of those times, as I recall -- I don't recall the exact numbers or whatever, but Donatelli wasn't on our team. They were a separate team at that time. And for a short period, they were on our team, and we were the lead all but that weekend.

Q The question might be, though, that if you were considering placing Donatelli in the lead role,

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that that may have -- or there may be some comment on your belief or confidence about Banneker being able to act as a lead in the project.

A Oh, most certainly not.

Q So why would you have considered putting Donatelli in that position?

A Because we felt Graham was going to kill the deal, you know, if they weren't involved or if they weren't the lead. That's what the word we were getting. And so we felt desperate at the time and was willing to give up all the work that we had -- or not all the work, but some ownership interest and lead interest in it just to get this deal done in December 2007.

Q And why did you feel that way? What had been communicated to you that made you feel like you needed to put somebody in that position to act as a liaison between Banneker and your development team and --

A I think the word we were getting on the street was that Graham was going to try to kill our deal, and so we were trying to -- if Donatelli or --

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I don't think we got all of the specifics, but not knowing to us, I think it was really they were going to kill our deal because he wanted LaKritz Adler to be the lead or to win that project versus us, and that's what he told me on several occasions. We just thought that he might have had a bone to pick with Banneker, but I think we later found out that that wasn't the case.

Q Was there ever any request by Metro staff for you all to address concerns of the Board that you did not respond to?

A I couldn't imagine that that was the case. I think we did a pretty good job every time WMATA staff raised an issue, that we responded pretty quickly to them. If we didn't have an answer to it at that time, we said okay, that's not an important issue, and we will get that done at some other time.

Q And ultimately, based upon the procedural posture of the agreement, did ultimately you believe that you had negotiated a term sheet with the staff that addressed all of the issues that were outstanding at the time the matter was forwarded to

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the Board before it was tabled?

A Yes. Not only that, but we were -- at several different times, we were negotiating both the term sheet, revised term sheet and a JDA lease and all of the other exhibits along with it. And our understanding, they were going to approve both documents.

And I think Graham came up with, in the fall of 2009, hey, you can't approve the JDA and lease and all the exhibits; you then have to go back to the starting point and approve a revised term sheet, which would start the clock over and not allow us to have a definitive agreement. Because once we had the definitive agreement, Graham couldn't do anything to it at that point; we had our deal.

MR. MC DANIEL: Okay. I don't have any other questions.

MS. ROCKWOOD: Okay. Thank you.

(Whereupon, at 12:02 p.m., the deposition was concluded.)

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013558

From: Debose, Brian (Council)
To: Graham, Jim (COUNCIL)
Subject: FW: Interview Request - Hilltop Newspaper
Date: Tuesday, March 23, 2010 3:55:00 PM

Council Member Do you have some time to accommodate Miss Hairston?

-----Original Message-----
From: thairston16@yahoo.com [mailto:thairston16@yahoo.com]
Sent: Monday, March 22, 2010 5:39 PM
To: Debose, Brian (Council)
Subject: Interview Request - Hilltop Newspaper

------Original Message------
To: bebose@dccouncil.us
Subject: Interview Request - Hilltop Newspaper
Sent: Mar 22, 2010 5:30 PM

Good Afternoon,

My name is Tahirah Hairston and I am a reporter for The Hilltop Newspaper, Howard University's daily student newspaper. I would like to request an interview with Jim Graham to discuss the an article I am writing about the land Omar Karim, founder of Banneker Ventures, is awaiting approval for building. I would like to interview him as soon as possible - tomorrow would be great. This can be either in-person or over the phone, which ever is best. The best way to contact me would be thairston16@yahoo.com or 248.705.4427.

Thanks,
Tahirah Hairston

Sent via BlackBerry by AT&T

From:	Overman, Aaron (DDOT)
To:	Klein, Gabe (DDOT); Graham, Jim (COUNCIL); jim@grahamwone.com; Albert, Neil (EOM); Anthony R. Giancola ; Logan, Myra (COUNCIL); Kass, Jonathon (COUNCIL); Weinbaum, Jamison (EOM); Brown, Michael (Council); Boardman-Schroyer, Kilin (Council)
Cc:	Fuller, Freddie (DDOT); Torruellas, Circe (DDOT); Onyekwere, Emmanuel (DDOT); Noye, Catondra (DDOT); Hughey, Tomika (DDOT); Strauss, Steve (DDOT); Pickering, William (DDOT); Rhones, Aaron (DDOT)
Subject:	WMATA Board Briefing 4.23.09
Date:	Wednesday, April 22, 2009 12:53:59 PM
Attachments:	Board Briefing 04.23.09.doc 04-24-09AGEN.DOC FY10 regional bus cut jurisdictional breakdown.xls

WMATA Board Members and Director Klein:

Please find attached a report providing an overview of the WMATA Board of Directors Meetings for Thursday, April 23, 2009 at 9:00 a.m. This report provides agenda items that significantly impact the District of Columbia. It includes an overview of the agenda item and potential impacts it may have on the District.

I have also attached the agenda for the Jurisdictional Coordinating Committee (JCC) meeting this Friday. DDOT-MTA will begin to send out summary minutes and any relevant materials after the monthly JCC meeting to this distribution list. At any time, JCC members can request addition of an item to an upcoming agenda and WMATA staff will present an update. Please let DDOT staff know if you wish to request a future JCC agenda item.

Lastly, I am including a spreadsheet showing each jurisdiction's share of the proposed regional bus cuts for the FY10 budget. This will allow us to determine the impact on the District if another jurisdiction chooses to buy back any of the proposed service cuts as a result of public input received at last week's hearings.

Please feel free to contact me at 202-673-1736 if you have any questions or comments.

-Aaron

Aaron W. Overman, PE | Deputy Associate Director | Mass Transit Administration I District Department of Transportation | desk (202) 673-1736 | fax (202) 673-1734 | cell (202) 210-2289
Serving with Integrity and Excellence
d.

From:	Woodland, Calvin (COUNCIL)
To:	"Mack Thompson"
Subject:	RE: [columbia_heights] D.C. parks contracts bypassedcouncilPROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies withconnectionsto Fenty
Date:	Thursday, February 25, 2010 4:30:00 PM

Mack please call me at 2/724-8180 or 2/222-9607

Calvin B. Woodland Jr.
Chief of Staff
Councilmember Jim Graham Ward One
Office (202) 724-8181
FAX (202) 724-8109

From: Mack Thompson [mailto:mackt3@hotmail.com]
Sent: Monday, October 26, 2009 9:00 AM
To: Linda Wharton Boyd; DeTaeye, John (COUNCIL); Norris, Rufus E. (COUNCIL); Jason E. Turner; Woodland, Calvin (COUNCIL)
Subject: FW: [columbia_heights] D.C. parks contracts bypassedcouncilPROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies withconnectionsto Fenty

FYI....

Mack B. Thompson, III

Date: Mon, 26 Oct 2009 08:48:00 -0400
Subject: Re: [columbia_heights] D.C. parks contracts bypassedcouncilPROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies withconnectionsto Fenty
From: whj@melanet.com
To: Deepakindc@fastmail.fm
CC: mackt3@hotmail.com; ximena.hartsock@dc.gov; bridget.stesney@dc.gov; corey.morgan@dc.gov; randolph.hines@mauriceelectric.com; venturagm@yahoo.com; mail@innercity.org; turner@tysonpmgroup.com; paul.whatling@cheminova.com; frank.fioriti@verizonbusiness.com; griffiths_brandon@bah.com; pgriffith@chsfsc.org; cfountain@chsfsc.org; cmckenzie@chsfsc.org; dsnead@chsfsc.org; cwhitaker579@yahoo.com; gft85@hotmail.com; sandrascottland@yahoo.com; therman@innercity.org; rmoore@dcch.org; changeinc@hotmail.com; dsimmons@dchousing.org; sahassan@dynamiccorp.us; vgray@dchousing.org; cstennett@dchousing.org; john.fanning@dc.gov; apoole27@hotmail.com; ralph.barnhardt@dc.gov; jenell.robinson@dc.gov; mbrown@dchousing.org; ea@dynamiccorp.us; atoure@dynamiccorp.us; jim@grahamwone.com; hthomas@dccouncil.us; mcheh@dccouncil.us; mbarry@dccouncil.us; mbrown@dccouncil.us

The article has many, many flaws. Of course my main concern is that the broader interests of Columbia Heights not continue to be lost in this saga. First the article leaves out CM Graham who is at the center of much of this especially in Ward 1. It's interesting that he is left out of this article entirely, yet one of his formal political rivals which is not directly involved is mentioned in the article. As well Banneker Ventures is mentioned several times, the same firm he attempted to block from getting the Ward 1 Metro Project on U St. Clearly, this story was sourced from Graham's PR guy. It is also interesting that DPR/DDCHA arrangements may pre-date the Fenty Admin. Well guess who had oversight of DCHA immediately pre-Fenty, CM Graham.

William

-----Original Message-----
From: "Deepak Marwah" <Deepakindc@fastmail.fm>
Sent: Friday, October 23, 2009 8:39am
To: "Mack Thompson" <mackt3@hotmail.com>, "Ximena Hartsock" <ximena.hartsock@dc.gov>, "Bridget Stesney" <bridget.stesney@dc.gov>, "CoreyMorgan" <corey.morgan@dc.gov>, "randolph hines" <randolph.hines@mauriceelectric.com>, "Gus Ventura" <venturagm@yahoo.com>, "David McIntire" <mail@innercity.org>, "Jason E. Turner" <turner@tysonpmgroup.com>, "Paul Whatling" <paul.whatling@cheminova.com>, frank.fioriti@verizonbusiness.com, "Brandon Griffiths" <griffiths_brandon@bah.com>, "Penny Griffith" <pgriffith@chsfsc.org>, "CamilleFountain" <cfountain@chsfsc.org>, "Camille Mckenzie" <cmckenzie@chsfsc.org>, "Denise Snead" <dsnead@chsfsc.org>, "Charlie Whitaker" <cwhitaker579@yahoo.com>, "Rosemary Akinmboni" <gft85@hotmail.com>, "Sandra Scottland" <sandrascottland@yahoo.com>, "Therman Walker" <therman@innercity.org>, "RobertMoore" <rmoore@dcch.org>, "Gracie Rollins" <changeinc@hotmail.com>, "DanielSimmons" <dsimmons@dchousing.org>, "Sahar Hassan" <sahassan@dynamiccorp.us>, "Vincent Gray, Jr." <vgray@dchousing.org>, "Christopher Stennett" <cstennett@dchousing.org>, "John Fanning" <john.fanning@dc.gov>, "A Poole" <apoole27@hotmail.com>, "Ralph Barnhardt" <ralph.barnhardt@dc.gov>, "JenellRobinson" <jenell.robinson@dc.gov>, "Michael Brown" <mbrown@dchousing.org>, "Ebenezer A" <ea@dynamiccorp.us>, "Abdoul Toure'" <atoure@dynamiccorp.us>
Cc: "Jim Graham" <jim@grahamwone.com>, "William Jordan" <whj@melanet.com>, "HarryThomas" <hthomas@dccouncil.us>, "Mary Cheh" <mcheh@dccouncil.us>, "Marion Barry" <mbarry@dccouncil.us>, "CM Michael Brown" <mbrown@dccouncil.us>
Subject: Re: [columbia_heights] D.C. parks contracts bypassedcouncilPROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies withconnectionsto Fenty

With Vincent Gray's son working on the project at 14th and Girard, I just find it difficult to see why Council would be surprised by this type of funding. The article does not seem comprehensive enough and appears to gloss over details/evidence.
Deepak Marwah
(202) 520-5981

From: Mack Thompson <mackt3@hotmail.com>
Date: Fri, 23 Oct 2009 11:53:55 +0000
To: Deepak Marwah<deepakindc@fastmail.fm>; Ximena Hartsock<ximena.hartsock@dc.gov>; Bridget Stesney<bridget.stesney@dc.gov>; CoreyMorgan<corey.morgan@dc.gov>; randolph hines<randolph.hines@mauriceelectric.com>; Gus Ventura<venturagm@yahoo.com>; David McIntire<mail@innercity.org>; Jason E. Turner<turner@tysonpmgroup.com>; Paul Whatling<paul.whatling@cheminova.com>; <frank.fioriti@verizonbusiness.com>; Brandon Griffiths<griffiths_brandon@bah.com>; Penny Griffith<pgriffith@chsfsc.org>; CamilleFountain<cfountain@chsfsc.org>; Camille Mckenzie<cmckenzie@chsfsc.org>; Denise Snead<dsnead@chsfsc.org>; Charlie Whitaker<cwhitaker579@yahoo.com>; Rosemary Akinmboni<gft85@hotmail.com>; Sandra Scottland<sandrascottland@yahoo.com>; Therman Walker<therman@innercity.org>; RobertMoore<rmoore@dcch.org>; Gracie Rollins<changeinc@hotmail.com>; DanielSimmons<dsimmons@dchousing.org>; Sahar Hassan<sahassan@dynamiccorp.us>; Vincent Gray, Jr.<vgray@dchousing.org>; Christopher Stennett<cstennett@dchousing.org>; John Fanning<john.fanning@dc.gov>; A Poole<apoole27@hotmail.com>; Ralph Barnhardt<ralph.barnhardt@dc.gov>; JenellRobinson<jenell.robinson@dc.gov>; Michael Brown<mbrown@dchousing.org>; Ebenezer A<ea@dynamiccorp.us>; Abdoul Toure'<atoure@dynamiccorp.us>
Cc: Jim Graham<jim@grahamwone.com>; William Jordan<whj@melanet.com>; HarryThomas<hthomas@dccouncil.us>; Mary Cheh<mcheh@dccouncil.us>; Marion Barry<mbarry@dccouncil.us>; CM Michael Brown<mbrown@dccouncil.us>
Subject: RE: [columbia_heights] D.C. parks contracts bypassed councilPROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies with connectionsto Fenty

Your blatant, political bias has resurfaced.... keep your eyes on the doughnut and not the hole.

Mack B. Thompson, III

To: mackt3@hotmail.com; ximena.hartsock@dc.gov; bridget.stesney@dc.gov; corey.morgan@dc.gov; randolph.hines@mauriceelectric.com; venturagm@yahoo.com; mail@innercity.org; turner@tysonpmgroup.com; paul.whatling@cheminova.com; frank.fioriti@verizonbusiness.com; griffiths_brandon@bah.com; pgriffith@chsfsc.org; cfountain@chsfsc.org; cmckenzie@chsfsc.org; dsnead@chsfsc.org; cwhitaker579@yahoo.com; gft85@hotmail.com; sandrascottland@yahoo.com; therman@innercity.org; rmoore@dcch.org; changeinc@hotmail.com; dsimmons@dchousing.org; sahassan@dynamiccorp.us; vgray@dchousing.org; cstennett@dchousing.org; john.fanning@dc.gov; apoole27@hotmail.com; ralph.barnhardt@dc.gov; jenell.robinson@dc.gov; mbrown@dchousing.org; ea@dynamiccorp.us; atoure@dynamiccorp.us
CC: jim@grahamwone.com; whj@melanet.com; hthomas@dccouncil.us; mcheh@dccouncil.us; mbarry@dccouncil.us; mbrown@dccouncil.us
Subject: Re: [columbia_heights] D.C. parks contracts bypassed councilPROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies with connectionsto Fenty
From: Deepakindc@fastmail.fm
Date: Fri, 23 Oct 2009 11:20:35 +0000

This is a hatchet article. Without the mayor, we would still be looking at broken concrete at 14th and Girard.

Deepak Marwah
(202) 520-5981

From: Mack Thompson <mackt3@hotmail.com>
Date: Fri, 23 Oct 2009 09:10:35 +0000
To: Ximena Hartsock<ximena.hartsock@dc.gov>; Bridget Stesney<bridget.stesney@dc.gov>; Corey Morgan<corey.morgan@dc.gov>; randolph hines<randolph.hines@mauriceelectric.com>; Deepak Marwah<deepakindc@fastmail.fm>; Gus Ventura<venturagm@yahoo.com>; David McIntire<mail@innercity.org>; Jason E. Turner<turner@tysonpmgroup.com>; Paul Whatling<paul.whatling@cheminova.com>; <frank.fioriti@verizonbusiness.com>; BrandonGriffiths<griffiths_brandon@bah.com>; Penny Griffith<pgriffith@chsfsc.org>; Camille Fountain<cfountain@chsfsc.org>; Camille Mckenzie<cmckenzie@chsfsc.org>; Denise Snead<dsnead@chsfsc.org>; Charlie Whitaker<cwhitaker579@yahoo.com>; Rosemary Akinmboni<gft85@hotmail.com>; SandraScottland<sandrascottland@yahoo.com>; Therman Walker<therman@innercity.org>; Robert Moore<rmoore@dcch.org>; Gracie Rollins<changeinc@hotmail.com>; Daniel Simmons<dsimmons@dchousing.org>; SaharHassan<sahassan@dynamiccorp.us>; Vincent Gray, Jr.<vgray@dchousing.org>; Christopher Stennett<cstennett@dchousing.org>; John Fanning<john.fanning@dc.gov>; A Poole<apoole27@hotmail.com>; Ralph Barnhardt<ralph.barnhardt@dc.gov>; Jenell Robinson<jenell.robinson@dc.gov>; MichaelBrown<mbrown@dchousing.org>; Ebenezer A<ea@dynamiccorp.us>; Abdoul Toure'<atoure@dynamiccorp.us>; John DeTaeye<jdetaeye@dccouncil.us>; CalvinWoodland<cwoodland@dccouncil.us>
Cc: Jim Graham<jim@grahamwone.com>; William Jordan<whj@melanet.com>; HarryThomas<hthomas@dccouncil.us>; Mary Cheh<mcheh@dccouncil.us>; Marion Barry<mbarry@dccouncil.us>; <mbrown@dccouncil.us>
Subject: FW: [columbia_heights] D.C. parks contracts bypassed council PROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies with connections to Fenty

FYI.... very, very interesting--- a lot now is explained and understood about the renovation with its attitude and process of our Park at 14th and Girard____no wonder.

Mack B. Thompson, III

To: whj@melanet.com
CC: columbia_heights@yahoogroups.com
From: whj@melanet.com
Date: Thu, 22 Oct 2009 22:10:09 -0400
Subject: [columbia_heights] D.C. parks contracts bypassed council PROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies with connections to Fenty

http://www.washingtonpost.com/wp-dyn/content/article/2009/10/22/AR2009102204602.html?hpid=moreheadlines

D.C. parks contracts bypassed council PROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies with connections to Fenty

By Nikita Stewart
Washington Post Staff Writer

Friday, October 23, 2009

D.C. Mayor Adrian M. Fenty's administration has funneled at least $72 million to the D.C. Housing Authority to build a dozen parks, ballfields and recreation centers, a process that has circumvented D.C. Council oversight and awarded contracts to firms with ties to the mayor.

By law, the council must approve contracts that exceed $1 million. Last month, contracts for as much as $16 million went to various construction companies as part of the mayor's effort to improve the city's parks system.

Banneker Ventures, a firm owned by a Fenty fraternity brother, Omar Karim, is the construction manager on every project, according to a list of the projects compiled by the council. The general contractor on two of the projects is RBK Landscaping and Construction, which is owned by Keith Lomax, a friend of Fenty's who drew attention this year for illegally driving the mayor's city-owned sport-utility vehicle.

Four council members are requesting that City Administrator Neil O. Albert and other members of the administration who had oversight of the projects appear at a round-table meeting Oct. 30 to discuss the matter. Late Thursday, they sent the mayor a letter raising concerns about the process for awarding

the contracts.

"It defeats transparency. Let me put it more strongly. It looks sneaky," council member Mary M. Cheh (D-Ward 3) said Thursday in an interview.

Fenty, a triathlete, has made recreation a priority for his administration, holding groundbreaking ceremonies for playgrounds, pools and dog parks nearly every other weekday during the summer. But the mayor's announcements, which some critics have described as little more than campaign events, did not correspond with the recreation capital budget, said council member Harry Thomas Jr. (D-Ward 5), chairman of the Committee on Libraries, Parks and Recreation.

"I asked my staff, 'Why aren't these contracts matching up with the scope of work that was going through the committee?' " Thomas said.

Some talks with housing authority and parks officials this week led to the discovery of millions of dollars in projects that the council never approved. Thomas said it appears the money was taken from the Department of Parks and Recreation, given to the Office of the Deputy Mayor for Planning and Economic Development and then passed through the quasi-government agency that operate the city's public housing system.

Thomas said he wanted to know how Banneker received the 12 contracts last month. "There are some real concerns that one contractor could win competitive contracts 100 percent of the time," he said.

Herndon-based Regan Associates is teamed with Banneker in all the projects. Sean M. and Thomas J. Regan, who head the real estate advisory firm, have contributed heavily to Fenty's 2010 campaign.

Dena Michaelson, a spokeswoman for the housing authority, said Thursday that she did not have information about the projects. She also said she did not know whether the contracts had been competitively bid.

But she said it is not unusual for city officials to route money through the housing authority for construction work. "They tap into us . . . to get the projects off the ground," Michaelson said. "We get projects going fast, and we keep costs low."

The mayor's office did not answer questions about why it went through the housing authority to build the facilities. Late Thursday, spokeswoman Mafara Hobson said in an e-mail: "The District of Columbia Housing Authority (DCHA) is an independent entity with autonomous procurement authority. The Administration values its long standing partnership with the Authority, and defers to DCHA with respect to any statement about its procurement process."
The questioned contracts mark another controversy for the parks department.

The council, led by Thomas, recently rejected Ximena Hartsock as the mayor's pick to be the agency's director. She was the first Fenty Cabinet pick to not be confirmed.

Council members Marion Barry (D-Ward 8) and Kwame R. Brown (D-At Large) joined Thomas and Cheh in sending the mayor the letter about the recreation spending and calling for the round table.

The dozen projects stretch across the city. The largest contracts were $16 million for the Rosedale Recreation Center in Northeast, $15 million for the Barry Farm Recreation Center in Southeast and $12 million each for the Fort Stanton Recreation Center in Southeast and Kenilworth Recreation Center in Northwest.

Karim, whose firm managed the projects, did not return a call seeking comment. At one time, Sinclair Skinner, a campaign coordinator in Fenty's 2006 mayoral bid and also a fraternity brother, did community outreach work for Banneker.

Skinner has come under fire for his involvement in donating a firetruck and ambulance to a town in the

Dominican Republic, and his role is being investigated by the Inspector General's Office and the council.

Under the Fenty administration, Banneker Ventures has become a major player in development. It is part of a partnership selected to build the long-awaited $700 million Northwest One New Communities project, which will replace the low-income Sursum Corda cooperative and Temple Courts housing complex.

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Schizophrenia groups
Find support

Windows 7: It works the way you want. Learn more.

New Windows 7: Find the right PC for you. Learn more.

Windows 7: Simplify your PC. Learn more.

From: Omar A. Karim
To: Logan, Myra (COUNCIL)
Cc: Graham, Jim (COUNCIL)
Subject: Meeting request
Date: Thursday, March 18, 2010 10:06:14 AM
Importance: High

Ms. Logan,

I am writing to request a meeting with Councilman Graham to discuss the project that our firm was awarded by WMATA on the 700 and 800 blocks of Florida Avenue, NW. Would like to discuss our jobs plan with him for Ward 1 residents for the project and get his counsel on whether he knows anyone in the neighborhood whom we could hire for the project. I would like to meet with the Councilmember before next Wednesday.

Thank you in advance.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

From: Debose, Brian (Council)
To: Graham, Jim (COUNCIL); "Tahirah Hairston"
Subject: RE: Interview Request - Hilltop Newspaper
Date: Wednesday, March 24, 2010 6:05:00 PM

I filled out your questionaire below.

From: Graham, Jim (COUNCIL)
Sent: Wednesday, March 24, 2010 5:36 PM
To: 'Tahirah Hairston'; Graham, Jim (COUNCIL)
Cc: Debose, Brian (Council)
Subject: RE: Interview Request - Hilltop Newspaper

My communications director will send you the answers.

Bests Jim,

From: Tahirah Hairston [mailto:thairston16@yahoo.com]
Sent: Tuesday, March 23, 2010 6:45 PM
To: Graham, Jim (COUNCIL)
Subject: Re: Interview Request - Hilltop Newspaper

Good Evening Councilman Graham,

I am currently working on a story about the land and Omar Karim and I would like your side of the issue and also to clarify fact from fiction before I publish my story - my question are below. If you could answer these question by 8:15 tonight that would be great.

1. According to Omar Karim he has been awaiting approval to build on the land contracted with WMATA since April 2008 due to waiting on the board to vote. Why has the process been so long for him to be approved? Is this the normal process for developers or are there other stipulations? If so, what are they?

Mr. Karim and six other firms submitted Request for Qualifications (RFQ). The proposals were to develop two parcels of land,
one parcel owned by Metro and a second parcel owned by a private citizen. This is the normal process; Metro Real Estate has to review the proposals and submit recommendations, development partners and financing must be attained before the board can approve it.

2. When the term sheet ends on March 31st for Karim, what will happen? Will the land be given to someone else?

I believe the process will start anew with a new RFQ. The land owned by Metro was never to be sold but leased.

3. When looking for builders what are some of the qualifications the WMATA looks for as far as experience, economic stability, etc.?

That is a question better answered by the real estate arm of WMATA. Certainly, a resume containing past projects, financing and a competent builder are necessary. I do not have the expertise beyond

that.

4. Have Karim and you spoken directly about the issue? If so, what was the response?

5. According to Karim, his building project keeps getting taken off of the agenda. If so, why is this? Are there plans to put it back on the agenda?

There are not sufficient votes on the board for this project to pass. So it has been pulled each time.

6. Please explain the process that developers must go through when developing through WMATA. Does the whole board have to vote to approve or one person? What role do you play in this?

The entire board has to vote on these projects. I am one board member with one vote.

If you need any clarification, please let me know. Thanks again.
- *Thank You*,
Tahirah Hairston
Howard University '12
Hilltop Campus Editor
Freelance Journalist
E: thairston16@yahoo.com
C: 248.705.4427
Blog: http://byanymeansbefabulous.blogspot.com/

Live. Love. Laugh. Any By Any Means Be Fabulous.

From: "Graham, Jim (COUNCIL)" <JGRAHAM@DCCOUNCIL.US>
To: "Debose, Brian (Council)" <bdebose@DCCOUNCIL.US>; "thairston16@yahoo.com" <thairston16@yahoo.com>
Sent: Tue, March 23, 2010 4:05:13 PM
Subject: RE: Interview Request - Hilltop Newspaper

Miss Hairston,

I am aware of the parcels of land you reference in your email. I listened to Mr. Karim's interview on WAMU last week. What is it you would like to know about the parcels along 8th and Florida Avenue?

-----Original Message-----
From: Debose, Brian (Council)
Sent: Tuesday, March 23, 2010 3:55 PM
To: Graham, Jim (COUNCIL)
Subject: FW: Interview Request - Hilltop Newspaper

Council Member Do you have some time to accommodate Miss Hairston?

-----Original Message-----
From: thairston16@yahoo.com [mailto:thairston16@yahoo.com]
Sent: Monday, March 22, 2010 5:39 PM
To: Debose, Brian (Council)

Subject: Interview Request - Hilltop Newspaper

------Original Message------
To: bebose@dccouncil.us
Subject: Interview Request - Hilltop Newspaper
Sent: Mar 22, 2010 5:30 PM

Good Afternoon,

My name is Tahirah Hairston and I am a reporter for The Hilltop Newspaper, Howard University's daily student newspaper. I would like to request an interview with Jim Graham to discuss the an article I am writing about the land Omar Karim, founder of Banneker Ventures, is awaiting approval for building. I would like to interview him as soon as possible - tomorrow would be great. This can be either in-person or over the phone, which ever is best. The best way to contact me would be thairston16@yahoo.com or 248.705.4427.

Thanks,
Tahirah Hairston

Sent via BlackBerry by AT&T

From:	Overman, Aaron (DDOT)
To:	Klein, Gabe (DDOT); Albert, Neil (DMPED); Graham, Jim (COUNCIL); jim@grahamwone.com; Anthony R. Giancola ; Logan, Myra (COUNCIL); Kass, Jonathon (COUNCIL); Fuller, Yohance (DMPED); Brown, Michael (Council); Boardman-Schroyer, Kilin (Council)
Cc:	Kubly, Scott (DDOT); Torruellas, Circe (DDOT); Hughey, Tomika (DDOT); Strauss, Steve (DDOT); Pickering, William (DDOT); Rhones, Aaron (DDOT); Treat, Leah (OPM); Rupert, Lezlie (DDOT); Madison, Eric (DDOT); Todd, Jennifer L. (DDOT)
Subject:	WMATA Board Briefing 11.05.09
Date:	Wednesday, November 04, 2009 3:25:40 PM
Attachments:	Board Briefing 11.05.09.doc

WMATA Board Members and Director Klein:

Please find attached a report providing an overview of the WMATA Board of Directors Meetings for Thursday, November 5, 2009 at 9:00 a.m. This report provides agenda items that significantly impact the District of Columbia. It includes potential questions members may want to ask of staff in open session, an overview of the agenda item and potential impacts it may have on the District.

Feel free to contact me at 202-210-2289 if you have any questions or comments.

-Aaron

Aaron W. Overman, PE | Deputy Associate Director | Progressive Transportation Services Administration I District Department of Transportation | desk (202) 673-1736 | fax (202) 673-1734 | cell (202) 210-2289
Serving with Integrity and Excellence
d.

From: ANC1A@yahoogroups.com on behalf of Lisa Kralovic
To: ANC 1A
Subject: [ANC1A] Sunday WP article
Date: Thursday, March 11, 2010 10:38:34 AM

In case you missed this article. Park Morton is mentioned and our very own, Lenwood Johnson, is quoted.
http://www.washingtonpost.com/wp-dyn/content/article/2010/03/07/AR2010030701156.html?sub=AR

Friends share in D.C. Mayor Adrian M. Fenty's good fortune

By Nikita Stewart and Paul Schwartzman
Washington Post Staff Writer
Sunday, March 7, 2010; 10:09 AM

Before Adrian M. Fenty was elected D.C. mayor in 2006, Sinclair Skinner lived in a worn, two-story brick home on Georgia Avenue NW above his dry cleaning business, a venture that collapsed in financial ruin.

But Skinner had one valuable asset: his relationship with Fenty (D), then a D.C. Council member. They had known each other since they attended Howard University in the 1990s and belonged to the same fraternity.

As field director of Fenty's mayoral campaign, Skinner spent hundreds of hours with the candidate knocking on doors across the city. After Fenty's victory, Skinner started an engineering firm that soon landed work on at least three city projects, according to public records.

In addition, the records show, Skinner's firm was a subcontractor on the rebuilding of city parks and recreation centers -- work that paid about $700,000. Skinner, 40, bought a Porsche and a handsome $654,000 brick house a few blocks from the mayor's house in the Crestwood neighborhood in Northwest Washington.

Skinner and Omar Karim, another Howard graduate and fraternity brother, are at the center of a coterie of Fenty friends who since the mayor's election have traveled from the political margins to the center of power and influence, often helping one another along the way.

On Friday, the D.C. Council appointed a special counsel to investigate the Fenty administration's awarding of $86 million in construction projects at city parks and recreation centers without the council's approval, which is required on contracts exceeding $1 million. The investigator is expected to examine whether the city showed favoritism to the mayor's friends in awarding the deals.

The mayor's friends were relatively unknown before Fenty's rise: engaged in neighborhood activism, working for a developer or running a nightclub or a landscaping business. After Fenty became mayor, the men prospered, starting or expanding companies that have repeatedly landed development and construction projects awarded by the D.C. government.

Karim's roster includes a $4.2 million contract to oversee renovation of at least 16 parks and recreation centers. The Fenty administration did not seek council approval for that contract but now says it should have done so.

Politicians have long cultivated circles of lawyers, developers and lobbyists who, in turn, thrive on access to government's highest levels. But Fenty's friends have risen from obscurity at a pace that has captured the attention of the political and business establishments and fostered an image that is seemingly at odds with Fenty's campaign themes of reform and transparency.

"They're suddenly doing so well at the trough of government," said D.C. Council member Mary M. Cheh (D-Ward 3). "There's this network where they all help each other. They all get rich together. It makes you wonder what's going on. What we know is they're friends of Fenty."

Karim and Skinner declined to comment through their attorney, A. Scott Bolden. Karim recently testified at a council hearing on the parks contracts that he had done nothing wrong. Skinner has not responded to a subpoena from the council, contending that he was improperly served. Last week, a D.C. Superior Court judge ordered Skinner to testify this month or face $1,000-a-day fines for each day he does not appear.

After Fenty's election, Skinner and Karim were not shy about mentioning their mayoral ties as they tried to attract business partners or obtain consulting work, according to five developers and consultants who spoke to the men about possible deals. The sources spoke on the condition of anonymity because they said they fear retribution from the Fenty administration.

R. Donahue Peebles, a developer who has considered challenging Fenty in the 2010 mayoral race, has spoken openly about how political networking during Marion Barry's reign as mayor helped him land his first major real estate deal. After critics accused Peebles of benefiting from cronyism in the mid-1990s, the developer became infuriated and relocated to Miami for a decade before turning his attention back to the District, where the Fenty administration has twice rejected his company's bids for city projects.

Since his return to Washington, Peebles said, at least two of Skinner's associates suggested that he hire Skinner, who they said could help him win District projects and gain access to the mayor and his top aides. Peebles said the associates told him that Skinner's fee was $10,000 to $20,000 a month.

Peebles said Karim approached him after an appearance on the Howard campus in 2007 and told him that Fenty was seeking to empower a new group of minority builders, including Karim. As African Americans, Karim and Skinner could benefit from city requirements that developers partner with minority-owned companies.

Karim, Peebles said, told him that "if I wanted to get to do a development deal with the District of Columbia government under Fenty, I'd have to do business with them and their circle, this new inner circle. He gave me this whole spiel about how it was a new day and how the old guys' day was up. Essentially, the message was I was going to need him."

Peebles said he was angered by what he considered a "flagrant pay-to-play overture." He rejected Karim's offer, he said, and refused to hire Skinner.

Another developer, who renovates commercial and residential properties in the city, said Skinner told him that he represented Liberty Law, owned by Karim, which could provide lobbying services for $25,000 a month even though it is not a registered lobbyist. "They wanted a big part of it up front: $200,000," said the developer, who spoke on condition of anonymity because he does not want to antagonize the Fenty administration.

The developer said that when he asked Skinner what services he would provide, Skinner told him, "You need some stuff, don't you?"

'Because of their expertise'

Fenty declined to talk in detail about his relationships with Skinner and Karim. In a brief interview as he left a news conference last month, he said his administration has awarded contracts properly.

Bolden, speaking for Karim and Skinner, acknowledged that his clients have been real estate consultants, but he said: "They're consultants because of their expertise. It has nothing to do with access to the mayor. [To imply otherwise] devalues their educational background, their entrepreneurship, their love of this city."

He added: "They're Howard graduates. They're fraternity brothers. They're friends with the mayor. Maybe they like doing business together. Anything illegal, inappropriate about that?"

Karim's rise as a developer has been swift, and his portfolio consists mostly of projects awarded by the Fenty administration. Karim, 35, worked for a small developer before starting Banneker Ventures LLC during Fenty's campaign for mayor. Since 2005, Karim, his wife and his firm, which has offices two blocks from the White House, have contributed $10,000 to Fenty campaigns.

In addition to holding parks contracts now under investigation by the special counsel, Karim's company was on the team the Fenty administration chose for the $700 million redevelopment of the area around the Sursum Corda housing complex near North Capitol Street.

Banneker Ventures has played various roles in city projects, sometimes joining with other developers to win a contract and sometimes being hired to manage construction projects, a role that allowed Banneker to hire subcontractors who are also the mayor's friends.

On one project, after Banneker Ventures was hired as a planning consultant, the city later awarded the contract for the project to one of Karim's partners. Karim also worked for the city reviewing developers' proposals on two other projects.

Peter Nickles, the D.C. attorney general and a longtime Fenty adviser, said he sees nothing unusual in the frequency with which Fenty's friends have obtained city work. "They're young, African American guys trying to get involved . . . in the business of the city," he said. "You got a prime contractor, and the prime contractor shows it can get things done. . . . The prime has people it trusts."

Another Fenty friend who has prospered is Keith Lomax, a substitute teacher at Mackin High School in the 1980s, when Fenty was a student there. Lomax's construction company has received nearly $16 million in D.C. contracts since Fenty took office, records show. Bolden, also Lomax's attorney, said the contractor would not comment for this article.

Skinner's ascent

Within Fenty's circle, no one else has risen as dramatically as Skinner, who was broke and drove a dented sedan when he went to work for the campaign.

At Skinner's dry cleaning shop on Georgia Avenue, he put up a poster of himself shaking hands with Sherman Hemsley, the actor who played dry cleaner George Jefferson in "The Jeffersons," the TV sitcom known for its "Movin' On Up" theme song. But dry cleaning was not Skinner's way up.

In 2003, about the time his Georgia Avenue property was foreclosed on, Skinner closed a second location, on Rockville Pike, leaving behind a pile of clothing that Montgomery County officials had to return to its owners, said Ralph L. Vines, an administrator in the county's Consumer Protection Office. By 2006, Skinner owed the District $17,238 in rent for a spot he had leased at Judiciary Square, according to a settlement in which Skinner agreed to pay the city the back rent.

Skinner's finances improved during Fenty's campaign, which paid him nearly $70,000, according to city records. Sixteen months after the election, Skinner formed Liberty Engineering and Design, which Karim's company hired as a subcontractor on the parks renovations. Invoices show that Liberty has charged Banneker Ventures about $700,000. The council investigated Banneker's contract after discovering that the administration had awarded it without the required legislative approval.

Skinner has courted controversy throughout Fenty's time in office.

Although he has no job in the administration, Skinner, working with a Fenty aide, orchestrated the donation of a city-owned firetruck and ambulance to a town in the Dominican Republic without the knowledge or approval of the D.C. Council, according to a council investigation. The probe described Skinner as "well-connected" and concluded that "inside connections and access . . . resulted in a loss of value to the District government."

Kappa Alpha Psi, the fraternity to which Skinner, Karim and Fenty belong, publicly thanked Skinner for organizing a $37,000, taxpayer-funded reception last August celebrating the fraternity. Nickles declared the use of city funds improper and told the fraternity to reimburse the District.

Despite such incidents, Skinner and Fenty have remained close. At a birthday bash for Skinner atop Macy's downtown rooftop in 2008, hundreds of well-wishers danced to live go-go music as the mayor took out his cellphone to snap photos of the birthday boy.

Against gentrification

Fenty met Skinner at Howard when the future mayor was a law student and Skinner was studying engineering. At the time, Skinner later told campaign colleagues, he would deliver meals to Fenty, who would hole up in his room for marathon study sessions.

From his earliest years in Washington, Skinner demonstrated a penchant for activism, winning election in 1998 to Petworth's Advisory Neighborhood Commission.

Lenwood Johnson, a commissioner and friend, said Skinner opposed white professionals migrating to the Northwest Washington neighborhood, if only because they could raise property values and drive out longtime residents and businesses. "He'd say, 'Why are they moving over here?' "

Joe Englert, who owns taverns in the District, was planning to open another in Petworth in 2006. Skinner confronted him, asking, "Why would a white man open a business on Georgia Avenue?" said Englert, who is white. "It was hard to respond, it was so outrageous."

As president of a business association, Skinner published the Georgia Avenue Defender, which in 2005 lampooned council member Jim Graham (D-Ward 1) as "Gramzilla," slayer of black-owned businesses. During his campaign, Fenty rebuffed demands by Graham and others to disavow or fire Skinner.

After the election, Fenty's aides tried to find Skinner a government post, said two former administration officials and a former campaign volunteer. Fenty, meanwhile, on several occasions promised that his friend would not get a job. Asked last month about the administration's efforts on Skinner's behalf, the mayor said only that "he doesn't have a role in my administration."

Skinner started his engineering firm and another company, renting space downtown and in an unmarked house with bars on the windows on Martin Luther King Jr. Avenue SE.

By then, Skinner was close to Warren Williams Jr., who owned Club U, a nightclub on U Street that was shut down in 2005, during the administration of Mayor Anthony A. Williams (D), after a patron was fatally stabbed. Warren Williams also owned an apartment building where tenants complained of rat infestation and no heat. In 2008, council members cited the stabbing and the building when they criticized Fenty's choice of a team that included Warren Williams to manage the D.C. Lottery.

During Fenty's campaign, Warren Williams, at Skinner's suggestion, joined Karim at Banneker Ventures, Williams said. After the election, the developers won several D.C. projects, including managing reconstruction of Walker-Jones Educational Complex and work on redeveloping a theater in the Deanwood neighborhood in Northeast.

The administration and the D.C. Housing Authority picked Banneker Ventures as "master planning consultant" for the redevelopment of the Park Morton housing project in Petworth. After Karim and Warren Williams split up in 2008, the District chose Williams's company, the Warrenton Group, as co-developer of Park Morton. Williams, in an interview, said his company was chosen because of its competence, not its political connections.

Ben Soto, Fenty's campaign treasurer, said the mayor's ties to Skinner and Karim are rooted in a common commitment to improve the city. "He likes people who have a sense of urgency," Soto said. "Omar and Sinclair have that." Their bond, Soto said, trumps any political embarrassment. "When Adrian knows you have his back, it's a hiccup."

Although the friends have benefited from minority contracting rules, access to the mayor does not ensure winning bids, Soto said. The District twice rejected proposals from Karim's company, said Sean Madigan, a city spokesman.

Former mayor Barry (D), now the Ward 8 council member, said Fenty's friends have turned up in D.C.-sponsored projects often enough to raise questions.

"There's nobody in this government more Afro-centric than I am, but you can't hide behind that," said Barry, a longtime advocate of minority set-asides. "The problem I have is the circle is so small. The same ones over and over again. It's not fair."

Lomax is among the Fenty friends helped by Banneker Ventures. Banneker hired Lomax's RBK Construction for at least $3.5 million of the $16 million in D.C. contracts that RBK has received since Fenty took office. That's up from $1 million in city work that RBK got during Anthony Williams's administration.

The D.C. inspector general and the city auditor in May began investigating whether Lomax, a Prince George's resident, falsely used a house in Northeast Washington as a business address to improve his chances of winning city business. Lomax declined to comment.

The investigation, which is continuing, apparently has not dampened Fenty's friendship with Lomax. On a recent Saturday, the pair attended a Georgetown-Duke basketball game, where they posed for photos with President Obama.

Nor have Skinner's troubles made the mayor rethink their relationship. One night last month, as Fenty trolled for votes in the Northeast neighborhood of Burrville, there, following the mayor as he knocked on doors, was Sinclair Skinner.

Lisa Kralovic
ANC 1A01 cell 202-280-8935

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From:	Mack Thompson
To:	Hartsock, Ximena (DCPS); Stesney, Bridget (DPR); Morgan, Corey (DPR); randolph hines; Deepak Marwah; Gus Ventura; David McIntire; Jason E. Turner; Paul Whatling; frank.fioriti@verizonbusiness.com; Brandon Griffiths; Penny Griffith; Camille Fountain; Camille Mckenzie; Denise Snead; Charlie Whitaker; Rosemary Akinmboni; Sandra Scottland; Therman Walker; Robert Moore; Gracie Rollins; Daniel Simmons; Sahar Hassan; Vincent Gray, Jr.; Christopher Stennett; Fanning, John (DPR); A Poole; Barnhardt, Ralph (MPD); Robinson, Jenell (MPD); Michael Brown; Ebenezer A; Abdoul Toure"; DeTaeye, John (COUNCIL); Woodland, Calvin (COUNCIL)
Cc:	Jim Graham; William Jordan; Thomas, Harry (COUNCIL); Cheh, Mary (COUNCIL); Barry, Marion (COUNCIL); Brown, Michael (Council)
Subject:	FW: [columbia_heights] D.C. parks contracts bypassed council PROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies with connections to Fenty
Date:	Friday, October 23, 2009 5:11:11 AM

FYI.... very, very interesting--- a lot now is explained and understood about the renovation with its attitude and process of our Park at 14th and Girard_____no wonder.

Mack B. Thompson, III

To: whj@melanet.com
CC: columbia_heights@yahoogroups.com
From: whj@melanet.com
Date: Thu, 22 Oct 2009 22:10:09 -0400
Subject: [columbia_heights] D.C. parks contracts bypassed council PROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies with connections to Fenty

http://www.washingtonpost.com/wp-dyn/content/article/2009/10/22/AR2009102204602.html?hpid=moreheadlines

D.C. parks contracts bypassed council
PROJECTS MOVED VIA HOUSING AUTHORITY
Jobs went to companies with connections to Fenty

By Nikita Stewart
Washington Post Staff Writer

Friday, October 23, 2009

D.C. Mayor Adrian M. Fenty's administration has funneled at least $72 million to the D.C. Housing Authority to build a dozen parks, ballfields and recreation centers, a process that has circumvented D.C. Council oversight and awarded contracts to firms with ties to the mayor.

By law, the council must approve contracts that exceed $1 million. Last month,

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contracts for as much as $16 million went to various construction companies as part of the mayor's effort to improve the city's parks system.

Banneker Ventures, a firm owned by a Fenty fraternity brother, Omar Karim, is the construction manager on every project, according to a list of the projects compiled by the council. The general contractor on two of the projects is RBK Landscaping and Construction, which is owned by Keith Lomax, a friend of Fenty's who drew attention this year for illegally driving the mayor's city-owned sport-utility vehicle.

Four council members are requesting that City Administrator Neil O. Albert and other members of the administration who had oversight of the projects appear at a round-table meeting Oct. 30 to discuss the matter. Late Thursday, they sent the mayor a letter raising concerns about the process for awarding the contracts.

"It defeats transparency. Let me put it more strongly. It looks sneaky," council member Mary M. Cheh (D-Ward 3) said Thursday in an interview.

Fenty, a triathlete, has made recreation a priority for his administration, holding groundbreaking ceremonies for playgrounds, pools and dog parks nearly every other weekday during the summer. But the mayor's announcements, which some critics have described as little more than campaign events, did not correspond with the recreation capital budget, said council member Harry Thomas Jr. (D-Ward 5), chairman of the Committee on Libraries, Parks and Recreation.

"I asked my staff, 'Why aren't these contracts matching up with the scope of work that was going through the committee?' " Thomas said.

Some talks with housing authority and parks officials this week led to the discovery of millions of dollars in projects that the council never approved. Thomas said it appears the money was taken from the Department of Parks and Recreation, given to the Office of the Deputy Mayor for Planning and Economic Development and then passed through the quasi-government agency that operate the city's public housing system.

Thomas said he wanted to know how Banneker received the 12 contracts last month. "There are some real concerns that one contractor could win competitive contracts 100 percent of the time," he said.

Herndon-based Regan Associates is teamed with Banneker in all the projects. Sean M. and Thomas J. Regan, who head the real estate advisory firm, have contributed heavily to Fenty's 2010 campaign.

Dena Michaelson, a spokeswoman for the housing authority, said Thursday that she did not have information about the projects. She also said she did not know whether the contracts had been competitively bid.

But she said it is not unusual for city officials to route money through the housing authority for construction work. "They tap into us . . . to get the projects off the ground," Michaelson said. "We get projects going fast, and we keep costs low."

The mayor's office did not answer questions about why it went through the housing authority to build the facilities. Late Thursday, spokeswoman Mafara Hobson said in an e-mail: "The District of Columbia Housing Authority (DCHA) is an independent entity with autonomous procurement authority. The Administration values its long standing partnership with the Authority, and defers to DCHA with respect to any statement about its procurement process."

The questioned contracts mark another controversy for the parks department.

The council, led by Thomas, recently rejected Ximena Hartsock as the mayor's pick to be the agency's director. She was the first Fenty Cabinet pick to not be confirmed.

Council members Marion Barry (D-Ward 8) and Kwame R. Brown (D-At Large) joined Thomas and Cheh in sending the mayor the letter about the recreation spending and calling for the round table.

The dozen projects stretch across the city. The largest contracts were $16 million for the Rosedale Recreation Center in Northeast, $15 million for the Barry Farm Recreation Center in Southeast and $12 million each for the Fort Stanton Recreation Center in Southeast and Kenilworth Recreation Center in Northwest.

Karim, whose firm managed the projects, did not return a call seeking comment. At one time, Sinclair Skinner, a campaign coordinator in Fenty's 2006 mayoral bid and also a fraternity brother, did community outreach work for Banneker.

Skinner has come under fire for his involvement in donating a firetruck and ambulance to a town in the Dominican Republic, and his role is being investigated by the Inspector General's Office and the council.

Under the Fenty administration, Banneker Ventures has become a major player in development. It is part of a partnership selected to build the long-awaited $700 million Northwest One New Communities project, which will replace the low-income Sursum Corda cooperative and Temple Courts housing complex.

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From: Tahirah Hairston
To: Graham, Jim (COUNCIL)
Subject: Fw: Interview Request - Hilltop Newspaper
Date: Wednesday, March 24, 2010 4:37:08 PM

Good Afternoon Councilman Graham,

My name is Tahirah Hairston and I am a reporter for The Hilltop newspaper. I emailed you the question yesterday for the article that I am writing on the WMATA and the land on Florida and 7th Avenue. If you could have the questions answered by 7:00 PM tonight that would be great!

Thanks.

- *Thank You*,
Tahirah Hairston
Howard University '12
Hilltop Campus Editor
Freelance Journalist
E: thairston16@yahoo.com
C: 248.705.4427
Blog: http://byanymeansbefabulous.blogspot.com/

Live. Love. Laugh. Any By Any Means Be Fabulous.

----- Forwarded Message ----
From: Tahirah Hairston <thairston16@yahoo.com>
To: "Graham, Jim (COUNCIL)" <JGRAHAM@DCCOUNCIL.US>
Sent: Tue, March 23, 2010 6:44:32 PM
Subject: Re: Interview Request - Hilltop Newspaper

Good Evening Councilman Graham,

I am currently working on a story about the land and Omar Karim and I would like your side of the issue and also to clarify fact from fiction before I publish my story - my question are below. If you could answer these question by 8:15 tonight that would be great.

1. According to Omar Karim he has been awaiting approval to build on the land contracted with WMATA since April 2008 due to waiting on the board to vote. Why has the process been so long for him to be approved? Is this the normal process for developers or are there other stipulations? If so, what are they?

2. When the term sheet ends on March 31st for Karim, what will happen? Will the land be given to someone else?

3. When looking for builders what are some of the qualifications the WMATA looks for as far as experience, economic stability, etc.?

4. Have Karim and you spoken directly about the issue? If so, what was the response?

5. According to Karim, his building project keeps getting taken off of the agenda. If so, why is this? Are there plans to put it back on the agenda?

6. Please explain the process that developers must go through when developing through WMATA. Does the whole board have to vote to approve or one person? What role do you play in this?

If you need any clarification, please let me know. Thanks again.
- *Thank You*,
Tahirah Hairston
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C: 248.705.4427
Blog: http://byanymeansbefabulous.blogspot.com/

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From: "Graham, Jim (COUNCIL)" <JGRAHAM@DCCOUNCIL.US>
To: "Debose, Brian (Council)" <bdebose@DCCOUNCIL.US>; "thairston16@yahoo.com" <thairston16@yahoo.com>
Sent: Tue, March 23, 2010 4:05:13 PM
Subject: RE: Interview Request - Hilltop Newspaper

Miss Hairston,

I am aware of the parcels of land you reference in your email. I listened to Mr. Karim's interview on WAMU last week. What is it you would like to know about the parcels along 8th and Florida Avenue?

-----Original Message-----
From: Debose, Brian (Council)
Sent: Tuesday, March 23, 2010 3:55 PM
To: Graham, Jim (COUNCIL)
Subject: FW: Interview Request - Hilltop Newspaper

Council Member Do you have some time to accommodate Miss Hairston?

-----Original Message-----
From: thairston16@yahoo.com [mailto:thairston16@yahoo.com]
Sent: Monday, March 22, 2010 5:39 PM
To: Debose, Brian (Council)
Subject: Interview Request - Hilltop Newspaper

------Original Message------
To: bebose@dccouncil.us
Subject: Interview Request - Hilltop Newspaper
Sent: Mar 22, 2010 5:30 PM

Good Afternoon,

My name is Tahirah Hairston and I am a reporter for The Hilltop Newspaper, Howard University's daily student newspaper. I would like to request an interview with Jim Graham to discuss the an article I am writing about the land Omar Karim, founder of Banneker Ventures, is awaiting approval for building. I would like to interview him as soon as possible - tomorrow would be great. This can be either in-person or over the phone, which ever is best. The best way to contact me would be thairston16@yahoo.com or 248.705.4427.

Thanks,
Tahirah Hairston

Sent via BlackBerry by AT&T

From: Tahirah Hairston
To: Graham, Jim (COUNCIL); Debose, Brian (Council)
Subject: Re: Interview Request - Hilltop Newspaper
Date: Wednesday, March 24, 2010 7:11:00 PM

Thank you.

I have two more questions, if you could answer them by 8 p.m. that would be great.

1. What are the reasons the some of the board members has not voted for the Banneker Ventures Project?

2. In question #2 you said, "the process will start anew" when the term sheet ends, does this mean more developers are allowed to give their proposals?

3. Why is choosing the right developer for this project so important? How will it affect the area?

- *Thank You*,
Tahirah Hairston
Howard University '12
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From: "Graham, Jim (COUNCIL)" <JGRAHAM@DCCOUNCIL.US>
To: Tahirah Hairston <thairston16@yahoo.com>; "Graham, Jim (COUNCIL)" <JGRAHAM@DCCOUNCIL.US>
Cc: "Debose, Brian (Council)" <bdebose@DCCOUNCIL.US>
Sent: Wed, March 24, 2010 5:36:09 PM
Subject: RE: Interview Request - Hilltop Newspaper

My communications director will send you the answers.

Bests Jim,

From: Tahirah Hairston [mailto:thairston16@yahoo.com]
Sent: Tuesday, March 23, 2010 6:45 PM
To: Graham, Jim (COUNCIL)
Subject: Re: Interview Request - Hilltop Newspaper

Good Evening Councilman Graham,

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the issue and also to clarify fact from fiction before I publish my story - my question are below. If you could answer these question by 8:15 tonight that would be great.

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To: "Debose, Brian (Council)" <bdebose@DCCOUNCIL.US>; "thairston16@yahoo.com" <thairston16@yahoo.com>
Sent: Tue, March 23, 2010 4:05:13 PM
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Sent: Tuesday, March 23, 2010 3:55 PM

To: Graham, Jim (COUNCIL)
Subject: FW: Interview Request - Hilltop Newspaper

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-----Original Message-----
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Sent: Monday, March 22, 2010 5:39 PM
To: Debose, Brian (Council)
Subject: Interview Request - Hilltop Newspaper

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To: bebose@dccouncil.us
Subject: Interview Request - Hilltop Newspaper
Sent: Mar 22, 2010 5:30 PM

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Thanks,
Tahirah Hairston

Sent via BlackBerry by AT&T

From:	Mack Thompson
To:	Linda Wharton Boyd; DeTaeye, John (COUNCIL); Norris, Rufus E. (COUNCIL); Jason E. Turner; Woodland, Calvin (COUNCIL)
Subject:	FW: [columbia_heights] D.C. parks contracts bypassedcouncilPROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies withconnectionsto Fenty
Date:	Monday, October 26, 2009 9:00:34 AM

FYI....

Mack B. Thompson, III

Date: Mon, 26 Oct 2009 08:48:00 -0400
Subject: Re: [columbia_heights] D.C. parks contracts bypassedcouncilPROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies withconnectionsto Fenty
From: whj@melanet.com
To: Deepakindc@fastmail.fm
CC: mackt3@hotmail.com; ximena.hartsock@dc.gov; bridget.stesney@dc.gov; corey.morgan@dc.gov; randolph.hines@mauriceelectric.com; venturagm@yahoo.com; mail@innercity.org; turner@tysonpmgroup.com; paul.whatling@cheminova.com; frank.fioriti@verizonbusiness.com; griffiths_brandon@bah.com; pgriffith@chsfsc.org; cfountain@chsfsc.org; cmckenzie@chsfsc.org; dsnead@chsfsc.org; cwhitaker579@yahoo.com; gft85@hotmail.com; sandrascottland@yahoo.com; therman@innercity.org; rmoore@dcch.org; changeinc@hotmail.com; dsimmons@dchousing.org; sahassan@dynamiccorp.us; vgray@dchousing.org; cstennett@dchousing.org; john.fanning@dc.gov; apoole27@hotmail.com; ralph.barnhardt@dc.gov; jenell.robinson@dc.gov; mbrown@dchousing.org; ea@dynamiccorp.us; atoure@dynamiccorp.us; jim@grahamwone.com; hthomas@dccouncil.us; mcheh@dccouncil.us; mbarry@dccouncil.us; mbrown@dccouncil.us

The article has many, many flaws. Of course my main concern is that the broader interests of Columbia Heights not continue to be lost in this saga. First the article leaves out CM Graham who is at the center of much of this especially in Ward 1. It's interesting that he is left out of this article entirely, yet one of his formal political rivals which is not directly involved is mentioned in the article. As well Banneker Ventures is mentioned several times, the same firm he attempted to block from getting the Ward 1 Metro Project on U St. Clearly, this story was sourced from Graham's PR guy. It is also interesting that DPR/DDCHA arrangements may pre-date the Fenty Admin. Well guess who had oversight of DCHA immediately pre-Fenty, CM Graham.

William

-----Original Message-----
From: "Deepak Marwah" <Deepakindc@fastmail.fm>
Sent: Friday, October 23, 2009 8:39am
To: "Mack Thompson" <mackt3@hotmail.com>, "Ximena Hartsock" <ximena.hartsock@dc.gov>, "Bridget Stesney" <bridget.stesney@dc.gov>, "CoreyMorgan" <corey.morgan@dc.gov>, "randolph hines" <randolph.hines@mauriceelectric.com>, "Gus Ventura" <venturagm@yahoo.com>, "David McIntire" <mail@innercity.org>, "Jason E. Turner" <turner@tysonpmgroup.com>, "Paul Whatling" <paul.whatling@cheminova.com>, frank.fioriti@verizonbusiness.com, "Brandon Griffiths" <griffiths_brandon@bah.com>, "Penny Griffith" <pgriffith@chsfsc.org>, "CamilleFountain" <cfountain@chsfsc.org>, "Camille Mckenzie" <cmckenzie@chsfsc.org>, "Denise Snead" <dsnead@chsfsc.org>, "Charlie Whitaker" <cwhitaker579@yahoo.com>, "Rosemary Akinmboni" <gft85@hotmail.com>, "Sandra Scottland" <sandrascottland@yahoo.com>, "Therman Walker" <therman@innercity.org>, "RobertMoore" <rmoore@dcch.org>, "Gracie Rollins" <changeinc@hotmail.com>, "DanielSimmons" <dsimmons@dchousing.org>, "Sahar Hassan" <sahassan@dynamiccorp.us>, "Vincent Gray, Jr." <vgray@dchousing.org>, "Christopher Stennett" <cstennett@dchousing.org>, "John Fanning" <john.fanning@dc.gov>, "A Poole" <apoole27@hotmail.com>, "Ralph Barnhardt" <ralph.barnhardt@dc.gov>, "JenellRobinson" <jenell.robinson@dc.gov>, "Michael Brown" <mbrown@dchousing.org>, "Ebenezer A" <ea@dynamiccorp.us>, "Abdoul Toure'" <atoure@dynamiccorp.us>
Cc: "Jim Graham" <jim@grahamwone.com>, "William Jordan" <whj@melanet.com>, "HarryThomas"

<hthomas@dccouncil.us>, "Mary Cheh" <mcheh@dccouncil.us>, "Marion Barry" <mbarry@dccouncil.us>, "CM Michael Brown" <mbrown@dccouncil.us>
Subject: Re: [columbia_heights] D.C. parks contracts bypassedcouncilPROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies withconnectionsto Fenty

With Vincent Gray's son working on the project at 14th and Girard, I just find it difficult to see why Council would be surprised by this type of funding. The article does not seem comprehensive enough and appears to gloss over details/evidence.
Deepak Marwah
(202) 520-5981

From: Mack Thompson <mackt3@hotmail.com>
Date: Fri, 23 Oct 2009 11:53:55 +0000
To: Deepak Marwah<deepakindc@fastmail.fm>; Ximena Hartsock<ximena.hartsock@dc.gov>; Bridget Stesney<bridget.stesney@dc.gov>; CoreyMorgan<corey.morgan@dc.gov>; randolph hines<randolph.hines@mauriceelectric.com>; Gus Ventura<venturagm@yahoo.com>; David McIntire<mail@innercity.org>; Jason E. Turner<turner@tysonpmgroup.com>; Paul Whatling<paul.whatling@cheminova.com>; <frank.fioriti@verizonbusiness.com>; Brandon Griffiths<griffiths_brandon@bah.com>; Penny Griffith<pgriffith@chsfsc.org>; CamilleFountain<cfountain@chsfsc.org>; Camille Mckenzie<cmckenzie@chsfsc.org>; Denise Snead<dsnead@chsfsc.org>; Charlie Whitaker<cwhitaker579@yahoo.com>; Rosemary Akinmboni<gft85@hotmail.com>; Sandra Scottland<sandrascottland@yahoo.com>; Therman Walker<therman@innercity.org>; RobertMoore<rmoore@dcch.org>; Gracie Rollins<changeinc@hotmail.com>; DanielSimmons<dsimmons@dchousing.org>; Sahar Hassan<sahassan@dynamiccorp.us>; Vincent Gray, Jr.<vgray@dchousing.org>; Christopher Stennett<cstennett@dchousing.org>; John Fanning<john.fanning@dc.gov>; A Poole<apoole27@hotmail.com>; Ralph Barnhardt<ralph.barnhardt@dc.gov>; JenellRobinson<jenell.robinson@dc.gov>; Michael Brown<mbrown@dchousing.org>; Ebenezer A<ea@dynamiccorp.us>; Abdoul Toure'<atoure@dynamiccorp.us>
Cc: Jim Graham<jim@grahamwone.com>; William Jordan<whj@melanet.com>; HarryThomas<hthomas@dccouncil.us>; Mary Cheh<mcheh@dccouncil.us>; Marion Barry<mbarry@dccouncil.us>; CM Michael Brown<mbrown@dccouncil.us>
Subject: RE: [columbia_heights] D.C. parks contracts bypassed councilPROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies with connectionsto Fenty

Your blatant, political bias has resurfaced.... keep your eyes on the doughnut and not the hole.

Mack B. Thompson, III

To: mackt3@hotmail.com; ximena.hartsock@dc.gov; bridget.stesney@dc.gov; corey.morgan@dc.gov; randolph.hines@mauriceelectric.com; venturagm@yahoo.com; mail@innercity.org; turner@tysonpmgroup.com; paul.whatling@cheminova.com; frank.fioriti@verizonbusiness.com; griffiths_brandon@bah.com; pgriffith@chsfsc.org; cfountain@chsfsc.org; cmckenzie@chsfsc.org; dsnead@chsfsc.org; cwhitaker579@yahoo.com; gft85@hotmail.com; sandrascottland@yahoo.com; therman@innercity.org; rmoore@dcch.org; changeinc@hotmail.com; dsimmons@dchousing.org; sahassan@dynamiccorp.us; vgray@dchousing.org; cstennett@dchousing.org; john.fanning@dc.gov; apoole27@hotmail.com; ralph.barnhardt@dc.gov; jenell.robinson@dc.gov; mbrown@dchousing.org; ea@dynamiccorp.us; atoure@dynamiccorp.us
CC: jim@grahamwone.com; whj@melanet.com; hthomas@dccouncil.us; mcheh@dccouncil.us; mbarry@dccouncil.us; mbrown@dccouncil.us
Subject: Re: [columbia_heights] D.C. parks contracts bypassed councilPROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies with connectionsto Fenty
From: Deepakindc@fastmail.fm
Date: Fri, 23 Oct 2009 11:20:35 +0000

This is a hatchet article. Without the mayor, we would still be looking at broken concrete at 14th and Girard.

Deepak Marwah
(202) 520-5981

From: Mack Thompson <mackt3@hotmail.com>
Date: Fri, 23 Oct 2009 09:10:35 +0000
To: Ximena Hartsock<ximena.hartsock@dc.gov>; Bridget Stesney<bridget.stesney@dc.gov>; Corey Morgan<corey.morgan@dc.gov>; randolph hines<randolph.hines@mauriceelectric.com>; Deepak Marwah<deepakindc@fastmail.fm>; Gus Ventura<venturagm@yahoo.com>; David McIntire<mail@innercity.org>; Jason E. Turner<turner@tysonpmgroup.com>; Paul Whatling<paul.whatling@cheminova.com>; <frank.fioriti@verizonbusiness.com>; BrandonGriffiths<griffiths_brandon@bah.com>; Penny Griffith<pgriffith@chsfsc.org>; Camille Fountain<cfountain@chsfsc.org>; Camille Mckenzie<cmckenzie@chsfsc.org>; Denise Snead<dsnead@chsfsc.org>; Charlie Whitaker<cwhitaker579@yahoo.com>; Rosemary Akinmboni<gft85@hotmail.com>; SandraScottland<sandrascottland@yahoo.com>; Therman Walker<therman@innercity.org>; Robert Moore<rmoore@dcch.org>; Gracie Rollins<changeinc@hotmail.com>; Daniel Simmons<dsimmons@dchousing.org>; SaharHassan<sahassan@dynamiccorp.us>; Vincent Gray, Jr.<vgray@dchousing.org>; Christopher Stennett<cstennett@dchousing.org>; John Fanning<john.fanning@dc.gov>; A Poole<apoole27@hotmail.com>; Ralph Barnhardt<ralph.barnhardt@dc.gov>; Jenell Robinson<jenell.robinson@dc.gov>; MichaelBrown<mbrown@dchousing.org>; Ebenezer A<ea@dynamiccorp.us>; Abdoul Toure'<atoure@dynamiccorp.us>; John DeTaeye<jdetaeye@dccouncil.us>; CalvinWoodland<cwoodland@dccouncil.us>
Cc: Jim Graham<jim@grahamwone.com>; William Jordan<whj@melanet.com>; HarryThomas<hthomas@dccouncil.us>; Mary Cheh<mcheh@dccouncil.us>; Marion Barry<mbarry@dccouncil.us>; <mbrown@dccouncil.us>
Subject: FW: [columbia_heights] D.C. parks contracts bypassed council PROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies with connections to Fenty

FYI.... very, very interesting--- a lot now is explained and understood about the renovation with its attitude and process of our Park at 14th and Girard____no wonder.

Mack B. Thompson, III

To: whj@melanet.com
CC: columbia_heights@yahoogroups.com
From: whj@melanet.com
Date: Thu, 22 Oct 2009 22:10:09 -0400
Subject: [columbia_heights] D.C. parks contracts bypassed council PROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies with connections to Fenty

http://www.washingtonpost.com/wp-dyn/content/article/2009/10/22/AR2009102204602.html?hpid=moreheadlines

D.C. parks contracts bypassed council PROJECTS MOVED VIA HOUSING

RECENT ACTIVITY

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AUTHORITY
Jobs went to companies with connections to Fenty

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groups
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By Nikita Stewart
Washington Post Staff Writer

Friday, October 23, 2009

D.C. Mayor Adrian M. Fenty's administration has funneled at least $72 million to the D.C. Housing Authority to build a dozen parks, ballfields and recreation centers, a process that has circumvented D.C. Council oversight and awarded contracts to firms with ties to the mayor.

By law, the council must approve contracts that exceed $1 million. Last month, contracts for as much as $16 million went to various construction companies as part of the mayor's effort to improve the city's parks system.

Banneker Ventures, a firm owned by a Fenty fraternity brother, Omar Karim, is the construction manager on every project, according to a list of the projects compiled by the council. The general contractor on two of the projects is RBK Landscaping and Construction, which is owned by Keith Lomax, a friend of Fenty's who drew attention this year for illegally driving the mayor's city-owned sport-utility vehicle.

Four council members are requesting that City Administrator Neil O. Albert and other members of the administration who had oversight of the projects appear at a round-table meeting Oct. 30 to discuss the matter. Late Thursday, they sent the mayor a letter raising concerns about the process for awarding the contracts.

"It defeats transparency. Let me put it more strongly. It looks sneaky," council member Mary M. Cheh (D-Ward 3) said Thursday in an interview.

Fenty, a triathlete, has made recreation a priority for his administration, holding groundbreaking ceremonies for playgrounds, pools and dog parks nearly every other weekday during the summer. But the mayor's announcements, which some critics have described as little more than campaign events, did not correspond with the recreation capital budget, said council member Harry Thomas Jr. (D-Ward 5), chairman of the Committee on Libraries, Parks and Recreation.

"I asked my staff, 'Why aren't these contracts matching up with the scope of work that was going through the committee?' " Thomas said.

Some talks with housing authority and parks officials this week led to the discovery of millions of dollars in projects that the council never approved. Thomas said it appears the money was taken from the Department of Parks and Recreation, given to the Office of the Deputy Mayor for Planning and Economic Development and then passed through the quasi-government agency that operate the city's public housing system.

Thomas said he wanted to know how Banneker received the 12 contracts last month. "There are some real concerns that one contractor could win competitive contracts 100 percent of the time," he said.

Herndon-based Regan Associates is teamed with Banneker in all the projects. Sean M. and Thomas J. Regan, who head the real estate advisory firm, have

contributed heavily to Fenty's 2010 campaign.

Dena Michaelson, a spokeswoman for the housing authority, said Thursday that she did not have information about the projects. She also said she did not know whether the contracts had been competitively bid.

But she said it is not unusual for city officials to route money through the housing authority for construction work. "They tap into us . . . to get the projects off the ground," Michaelson said. "We get projects going fast, and we keep costs low."

The mayor's office did not answer questions about why it went through the housing authority to build the facilities. Late Thursday, spokeswoman Mafara Hobson said in an e-mail: "The District of Columbia Housing Authority (DCHA) is an independent entity with autonomous procurement authority. The Administration values its long standing partnership with the Authority, and defers to DCHA with respect to any statement about its procurement process." The questioned contracts mark another controversy for the parks department.

The council, led by Thomas, recently rejected Ximena Hartsock as the mayor's pick to be the agency's director. She was the first Fenty Cabinet pick to not be confirmed.

Council members Marion Barry (D-Ward 8) and Kwame R. Brown (D-At Large) joined Thomas and Cheh in sending the mayor the letter about the recreation spending and calling for the round table.

The dozen projects stretch across the city. The largest contracts were $16 million for the Rosedale Recreation Center in Northeast, $15 million for the Barry Farm Recreation Center in Southeast and $12 million each for the Fort Stanton Recreation Center in Southeast and Kenilworth Recreation Center in Northwest.

Karim, whose firm managed the projects, did not return a call seeking comment. At one time, Sinclair Skinner, a campaign coordinator in Fenty's 2006 mayoral bid and also a fraternity brother, did community outreach work for Banneker.

Skinner has come under fire for his involvement in donating a firetruck and ambulance to a town in the Dominican Republic, and his role is being investigated by the Inspector General's Office and the council.

Under the Fenty administration, Banneker Ventures has become a major player in development. It is part of a partnership selected to build the long-awaited $700 million Northwest One New Communities project, which will replace the low-income Sursum Corda cooperative and Temple Courts housing complex.

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URL to this page on the web: http://groups.yahoo.com/group/columbia_heights/

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Windows 7: Simplify your PC. Learn more.

From: Graham, Jim (COUNCIL)
To: "Tahirah Hairston"; Graham, Jim (COUNCIL)
Cc: Debose, Brian (Council)
Subject: RE: Interview Request - Hilltop Newspaper
Date: Wednesday, March 24, 2010 5:36:54 PM

My communications director will send you the answers.

Bests Jim,

From: Tahirah Hairston [mailto:thairston16@yahoo.com]
Sent: Tuesday, March 23, 2010 6:45 PM
To: Graham, Jim (COUNCIL)
Subject: Re: Interview Request - Hilltop Newspaper

Good Evening Councilman Graham,

I am currently working on a story about the land and Omar Karim and I would like your side of the issue and also to clarify fact from fiction before I publish my story - my question are below. If you could answer these question by 8:15 tonight that would be great.

1. According to Omar Karim he has been awaiting approval to build on the land contracted with WMATA since April 2008 due to waiting on the board to vote. Why has the process been so long for him to be approved? Is this the normal process for developers or are there other stipulations? If so, what are they?

2. When the term sheet ends on March 31st for Karim, what will happen? Will the land be given to someone else?

3. When looking for builders what are some of the qualifications the WMATA looks for as far as experience, economic stability, etc.?

4. Have Karim and you spoken directly about the issue? If so, what was the response?

5. According to Karim, his building project keeps getting taken off of the agenda. If so, why is this? Are there plans to put it back on the agenda?

6. Please explain the process that developers must go through when developing through WMATA. Does the whole board have to vote to approve or one person? What role do you play in this?

If you need any clarification, please let me know. Thanks again.
- *Thank You*,
Tahirah Hairston
Howard University '12
Hilltop Campus Editor
Freelance Journalist
E: thairston16@yahoo.com
C: 248.705.4427

Blog: http://byanymeansbefabulous.blogspot.com/

Live. Love. Laugh. Any By Any Means Be Fabulous.

From: "Graham, Jim (COUNCIL)" <JGRAHAM@DCCOUNCIL.US>
To: "Debose, Brian (Council)" <bdebose@DCCOUNCIL.US>; "thairston16@yahoo.com" <thairston16@yahoo.com>
Sent: Tue, March 23, 2010 4:05:13 PM
Subject: RE: Interview Request - Hilltop Newspaper

Miss Hairston,

I am aware of the parcels of land you reference in your email. I listened to Mr. Karim's interview on WAMU last week. What is it you would like to know about the parcels along 8th and Florida Avenue?

-----Original Message-----
From: Debose, Brian (Council)
Sent: Tuesday, March 23, 2010 3:55 PM
To: Graham, Jim (COUNCIL)
Subject: FW: Interview Request - Hilltop Newspaper

Council Member Do you have some time to accommodate Miss Hairston?

-----Original Message-----
From: thairston16@yahoo.com [mailto:thairston16@yahoo.com]
Sent: Monday, March 22, 2010 5:39 PM
To: Debose, Brian (Council)
Subject: Interview Request - Hilltop Newspaper

------Original Message------
To: bebose@dccouncil.us
Subject: Interview Request - Hilltop Newspaper
Sent: Mar 22, 2010 5:30 PM

Good Afternoon,

My name is Tahirah Hairston and I am a reporter for The Hilltop Newspaper, Howard University's daily student newspaper. I would like to request an interview with Jim Graham to discuss the an article I am writing about the land Omar Karim, founder of Banneker Ventures, is awaiting approval for building. I would like to interview him as soon as possible - tomorrow would be great. This can be either in-person or over the phone, which ever is best. The best way to contact me would be thairston16@yahoo.com or 248.705.4427.

Thanks,
Tahirah Hairston

Sent via BlackBerry by AT&T

From: myla moss

To: ctrazza05@verizon.net; davidcorson@yahoo.com; dbryson@macfarlanepartners.com; frankchauvin1@aol.com; Maria Fyodorova; HairRage1@aol.com; Martha.Crabb@verizon.net; mmoller@cato.org; mother-dears@verizon.net; RECunningham1@msn.com; Lisa Solomon; vkholunov@yahoo.com; Vze4s28b@verizon.net; aliceaughtry@msn.com; Aprille.j.ericsson@nasa.gov; avarst@aol.com; awhd@hotmail.com; baylors3@hotmail.com; Virginia Bond; bosstimesthree@aol.com; bratwood@gmail.com; Martin Firvida, Bryan (DPR); clintonjones@comcast.net; Woodland, Calvin (COUNCIL); daryls@kadygroup.com; ddrice19@yahoo.com; dharvey@aids-alliance.org; dhuff@casey.org; dmorris@ccmc.org; douglasschantz@aol.com; edwardm.delisi@dc.com; elliotd@kadygroup.com; engeljs@comcast.net; erlinda_a_doherty@hotmail.com; fb.ent@erols.com; feniak-buchanan@worldnet.att.net; frank_williams71@hotmail.com; harrisons@adea.org; iolajenkins@yahoo.com; jean@930.com; jim@grahamwone.com; LeBlANC Karyn; kenbarksdale@verizon.net; laura.dance@na.amedd.army.mil; lavensus.jones@att.net; Dance, Lawrence (DPW); lennysemon@yahoo.com; lizbda@aol.com; lwiley517t@msn.com; Santiago, Marco (MPD); Marion; mbennett@research.howard.edu; mcurry7672@aol.com; michelle@heelan.com; milams_tm@hotmail.com; mjunge2000@yahoo.com; norm@930.com; nybaron567@yahoo.com; Burke, Patrick (MPD); paulsbaran@yahoo.com; phyllis.eaddy@usdoj.gov; rebeccamrose@verizon.net; ressieww@comcast.net; Riverhill5001@yahoo.com; rmyers@howard.edu; rob@thesitestudio.com; scott@scott-roberts.net; scott_szathmary@yahoo.com; shoosh@gmail.com; silas_blanchard@yahoo.com; skls96@aim.com; svp@howard.edu; vclark@aamc.org; vronstrongdavis@aol.com; wcarson@ana.org; Rebecca W (Rebecca) Westcott; wycarson@aol.com; zachary.ellis@fhwa.dot.gov

Subject: ANC1B01 LeDroit Park Update

Date: Tuesday, June 19, 2007 4:58:43 PM

Greetings,

LeDroit/Bloomingdale Meeting

Wednesday, June 20th 6:30 Meeting about the Soon-to-be-Renovated Williston Apartments at St. George's Episcopal Church, U and 2nd Streets, NW

Come with your questions for DC Housing Authority Reps. I am co-sponsoring this meeting with ANC 501C4 Commissioner John Salatti.

WORK ON THE WAY FOR GEORGIA AVENUE; E STREET, NW

Roadway Resurfacing, Sidewalk Work Set to Begin June 25

(Washington, DC) The District of Columbia Department of Transportation (DDOT) is pleased to announce it will begin construction work on two projects on June 25.

Construction will begin on Georgia Avenue NW, from Florida Avenue to Gresham Street on or about June 25, weather permitting. Construction is expected to be completed by August 15, 2007.

Work consists of repairing and replacing sidewalks, alley and driveway entrances, repairing existing curbs and gutters and repairing and replacing wheelchair ramps where necessary.

Additionally, DDOT will mill the existing roadway and resurface it. During construction DDOT will work with those concerned to maintain access to the adjacent residences and

businesses.

Secondly, DDOT is slated to start construction work on E Street NW, from 23rd Street to the Potomac Expressway ramp, on or about June 25, weather permitting. Construction is expected to be completed by July 7, 2007.

Work consists of repairing and replacing sidewalks, alley and driveway entrances, repairing existing curbs and gutters and repairing and replacing wheelchair ramps where necessary.

Additionally, DDOT will mill the existing roadway and resurface it.

During construction DDOT will work with those concerned to maintain access to the adjacent residences and businesses. Letters regarding both projects have been sent to affected residents and businesses in the area.

Parcel 42 petition

ONE DC is currently organizing a resident-driven campaign around Parcel 42 which is a plot of vacant public land at 7th and Rhode Island Ave. , NW. Parcel 42, was set aside to be developed as 96 units of affordable rental housing for households who earn up to $42,000 per year. Parcel 42 is one of the many community benefits ANC Alex Padro and I along with residents negotiated with the Broadcast Center Partners as a need resulting from the new development known as the Broadcast Center One Project with Radio and TV One.

The petition is one strategy residents identified to get the City to devote the necessary time, attention, and resources to support the residents of the District.

I am forwarding this petition to my constituency in hopes you will support the development of new affordable housing for LeDroit Park/Shaw and the District. Please consider signing the attached petition. Please forward the sign petition via fax to the attention of Jessica Rucker

WMATA

The WMATA parcel development meeting scheduled for tonight has been postponed. When WMATA has selected its finalist I will re-schedule the meeting.

Job Fair

Congresswoman Eleanor Holmes Norton's Job Opportunity Fair Tuesday, July 10, 2007-9:30 am - 4:00 pm. 801 Mt. Vernon Place Washiomgton Convention Center
Hall C Lower Level 2. Interactive Workshop 9:30 -11:00 am. Job Fair 11:00 - 4:00--(Please bring proof youi live in DC such as Driver's Licenses, Pay stubs, bills, & leases). Bring copies of your RESUME!!!

Regards,

Myla Moss
Commissioner
ANC 1B01

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From: myla moss
To: Constance Thomas-Razza
Cc: harrisons@adea.org; shoosh@gmail.com; engelis@comcast.net; feniak-buchanan@worldnet.att.net; frankchauvin1@aol.com; dhuff@casey.org; Lisa Solomon; mmoller@cato.org; bosstimesthree@aol.com; RECunningham1@msn.com; wcarson@ana.org; lavensus.jones@att.net; kenbarksdale@verizon.net; Virginia Bond; svp@howard.edu; mcurry7672@aol.com; lizbda@aol.com; vronstrongdavis@aol.com; Burke, Patrick (MPD); elliotd@kadygroup.com; davidcorson@yahoo.com; Marion; Vze4s28b@verizon.net; lennysemon@yahoo.com; Martha.Crabb@verizon.net; LeBlANC Karyn; silas_blanchard@yahoo.com; zachary.ellis@fhwa.dot.gov; rebeccamrose@verizon.net; Woodland, Calvin (COUNCIL); aliceaughtry@msn.com; douglasschantz@aol.com; paulsbaran@yahoo.com; jim@grahamwone.com; michelle@heelan.com; clintonjones@comcast.net; lwiley517t@msn.com; Santiago, Marco (MPD); mjunge2000@yahoo.com; norm@930.com; bratwood@gmail.com; daryls@kadygroup.com; Dance, Lawrence (DPW); vclark@aamc.org; avarst@aol.com; ressieww@comcast.net; Rebecca W (Rebecca) Westcott; scott@scott-roberts.net; dharvey@aids-alliance.org; milams_tm@hotmail.com; wycarson@aol.com; rob@thesitestudio.com; Aprille.j.ericsson@nasa.gov; awhd@hotmail.com; vkholunov@yahoo.com; nybaron567@yahoo.com; phyllis.eaddy@usdoj.gov; dbryson@macfarlanepartners.com; erlinda_a_doherty@hotmail.com; mother-dears@verizon.net; HairRage1@aol.com; scott_szathmary@yahoo.com; jean@930.com; frank_williams71@hotmail.com; laura.dance@na.amedd.army.mil; dmorris@ccmc.org; Riverhill5001@yahoo.com; baylors3@hotmail.com; mbennett@research.howard.edu; skls96@aim.com; iolajenkins@yahoo.com; ddrice19@yahoo.com; Maria Fyodorova; Martin Firvida, Bryan (DPR); fb.ent@erols.com; rmyers@howard.edu; edwardm.delisi@dc.com
Subject: Re: ANC1B01 LeDroit Park Update
Date: Wednesday, June 20, 2007 10:49:23 AM

My schedule prohibited my attendance at the Civic Assoc. last evening. Anyone wishing to learn more regarding parcel 42 is welcome to contact me directly via e-mail.

Constance Thomas-Razza <ctrazza05@verizon.net> wrote:

> Myla,
> Is it possible for you to come to the LeDroit Park Civic Association
> meeting on Tuesday and lead some discussion of
> the Parcel 42 petition? I think it's difficult to explain fully in an
> email such a matter.
> Thanks,
> Connie
> On Jun 19, 2007, at 4:56 PM, myla moss wrote:
>
> > Greetings,
> >
> >
> > LeDroit/Bloomingdale Meeting
> >
> > Wednesday, June 20th 6:30 Meeting about the Soon-to-be-Renovated
> > Williston Apartments at St. George's Episcopal Church, U and 2nd
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>
> Work consists of repairing and replacing sidewalks, alley and driveway
> entrances, repairing existing curbs and gutters and repairing and
> replacing wheelchair ramps where necessary.
>
> Additionally, DDOT will mill the existing roadway and resurface it.
> During construction DDOT will work with those concerned to maintain
> access to the adjacent residences and businesses.
>
> Secondly, DDOT is slated to start construction work on E Street NW,
> from 23rd Street to the Potomac Expressway ramp, on or about June 25,
> weather permitting. Construction is expected to be completed by July
> 7, 2007.
>
> Work consists of repairing and replacing sidewalks, alley and driveway
> entrances, repairing existing curbs and gutters and repairing and
> replacing wheelchair ramps where necessary.
>
> Additionally, DDOT will mill the existing roadway and resurface it.
>
> During construction DDOT will work with those concerned to maintain
> access to the adjacent residences and businesses. Letters regarding
> both projects have been sent to affected residents and businesses in
> the area.
>
> Parcel 42 petition
> ONE DC is currently organizing a resident-driven campaign around
> Parcel 42 which is a plot of vacant public land at 7th and Rhode
> Island Ave. , NW. Parcel 42, was set aside to be developed as 96 units
> of affordable rental housing for households who earn up to $42,000 per
> year. Parcel 42 is one of the many community benefits ANC Alex Padro
> and I along with residents negotiated with the Broadcast Center
> Partners as a need resulting from the new development known as the
> Broadcast Center One Project with Radio and TV One.
>
> The petition is one strategy residents identified to get the City to
> devote the necessary time, attention, and resources to support the
> residents of the District.
> I am forwarding this petition to my constituency in hopes you will
> support the development of new affordable housing for LeDroit
> Park/Shaw and the District. Please consider signing the attached
> petition. Please forward the sign petition via fax to the attention
> of Jessica Rucker
>
> WMATA
> The WMATA parcel development meeting scheduled for tonight has been
> postponed. When WMATA has selected its finalist I will re-schedule
> the meeting.
>

> Job Fair
>
> Congresswoman Eleanor Holmes Norton's Job Opportunity Fair Tuesday,
> July 10, 2007-9:30 am - 4:00 pm. 801 Mt. Vernon Place Washiomgton
> Convention Center
> Hall C Lower Level 2. Interactive Workshop 9:30 -11:00 am. Job Fair
> 11:00 - 4:00--(Please bring proof youi live in DC such as Driver's
> Licenses, Pay stubs, bills, & leases). Bring copies of your RESUME!!!
>
>
> Regards,
>
> Myla Moss
> Commissioner
> ANC 1B01
>
> The fish are biting.
> Get more visitors on your site using Yahoo! Search Marketing.

Be a better Heartthrob. Get better relationship answers from someone who knows. Yahoo! Answers - Check it out.

From:	Kass, Jonathon (COUNCIL)
To:	Woodland, Calvin (COUNCIL); Loza, Teddy (COUNCIL)
Subject:	FW: General Manager"s Weekly Report - June 25, 2008
Date:	Wednesday, June 25, 2008 8:37:34 PM

Here is the schedule for WMATA tomorrow. I think 10:30 or 11:00 am would probably be best for the interns.

Jonathon Kass
Committee on Public Works and the Environment
Office of Councilmember Jim Graham
Phone: (202) 724-8152
jkass@dccouncil.us
www.grahamwone.com

-----Original Message-----
From: John B. Catoe [mailto:jbcatoe@wmata.com]
Sent: Wednesday, June 25, 2008 4:53 PM
To: czimmerman@arlingtonva.us; Moneme, Emeka (DDOT); Barry, Marion (COUNCIL); catherine.hudgins@fairfaxcounty.gov; jeff.mckay@fairfaxcounty.gov; jim@grahamwone.com; agiancol@naco.org; ehewlett@shhpa.com; cz.arl@verizon.net; nomolos@verizon.net; peter.metro@verizon.net; gordon.linton@wageworks.com; wmeuille@wdeuille.com
Subject: General Manager's Weekly Report - June 25, 2008

To the Chairman and Members of the Metro Board:

Future Board/Committee Meetings
The next meeting of the Board will be tomorrow. We will begin at 9 a.m. with a Planning, Development and Real Estate Committee meeting where we will immediately go into Executive Session of the Committee, at which we will discuss the selection of the Florida Avenue developer. This will be followed by a meeting of the Customer Service, Operations and Safety Committee, and then at 11 a.m. we will hold the June Board Meeting, which will also follow with an Executive Session.

There are a number of action items for the Board. The most notable item for action is the approval of the FY2009 budget.

MTPD arrests two employees for solicitation of prostitution
The media may be reporting that Metro Transit Police recently arrested two Metro employees for solicitation of prostitution. The employees, a custodian and a station manager were arrested on June 19 and June 24, respectively, as a result of an undercover investigation by MTPD. We have terminated the custodian's employment and the station manager is on administrative leave while the investigation continues.

Last month, MTPD had received a tip that the station manager, an employee since 1990, was running a sex-oriented travel service out of her kiosk. Subsequent investigation found that she was also sending prostitution customers to the custodian. This will be a sensational story in the news, but our focus will be on the fine work MTPD did in breaking up the operation.

Outreach to Internal Stakeholders
On Friday, June 27, we will see the graduation of our newest class of Metro Transit Police officers. The graduation ceremony will be in the Meeting Room of the Jackson Graham Building at 10 a.m. If your schedules allow it, please feel free to attend.

On Tuesday, July 1, I will be meeting with employees at our Brentwood Rail Facility to discuss Metro policies and goals face-to-face.

30s Lines restructure takes effect Sunday
This Sunday, June 29, we will begin to operate the restructured 30s Lines. After a great deal of customer involvement, during which we asked them what they needed from the 30s Lines, we are ready to implement this service and a new level of bus supervision.

This restructure gives customers the choice of limited-stop, regular Metrobus or convenient local shuttle services. A new work station in Bus Central Control will allow the control center to coordinate with the supervisors and drivers to recover from the inevitable traffic incidents that will occur, and to ensure the most efficient, reliable service possible.

MetroAccess Door-to-Door Service
Another important service enhancement begins on June 30th. This Monday, we will begin our door-to-door MetroAccess service. A great deal has been done to prepare for this enhanced service, to include driver training and extensive customer outreach. We're providing a new level of service with this program, and expect it to be very well received by our MetroAccess customers. We will be holding an on-line chat with the public this Friday June 27 to discuss how door-to-door service will be implemented.

Assaults on Bus Operators
For the week of June 15-21, there were two incidents involving Metrobus operators. One was in Montgomery County, MD, and the other was in Prince George's County, MD.

- A parked van was blocking the way of a Metrobus, so the operator got off the bus to ask the driver of the van to move. The driver threw coffee on the operator, cursed at her, and hit her with the van's door. Metro Transit Police and Montgomery County Police responded. No charges were filed.

- A woman tried to board a bus without the proper fare. When the operator quoted the fare to her, she made a threat, got off the bus, got a transfer from another customer and got back on the bus. When she got back on the bus she displayed the transfer close to the operator's face

and showed a knife to the operator. Metro Transit Police and Prince George's County Police responded. The woman was searched but the knife was not recovered. No arrest was made.

Media
On Tuesday, July 1, I will appear live on WUSA-TV, Channel 9, on their morning news show on general topics of interest concerning Metro.

Please feel free to contact me at (202) 962-1000 or on my cell phone if you have any questions. You can also send me an e-mail at jbcatoe@wmata.com.

John B. Catoe, Jr.
General Manager
WMATA

600 Fifth Street, NW
Washington, DC 20001
(202) 962-1000
FAX: (202) 962-1133

From: myla moss

To: ledroitpark@yahoogroups.com; aliceaughtry@msn.com; Aprille.j.ericsson@nasa.gov; avarst@aol.com; awhd@hotmail.com; baylors3@hotmail.com; Virginia Bond; bosstimesthree@aol.com; bratwood@gmail.com; Martin Firvida, Bryan (DPR); clintonjones@comcast.net; ctrazza05@verizon.net; Woodland, Calvin (COUNCIL); daryls@kadygroup.com; davidcorson@yahoo.com; dbryson@macfarlanepartners.com; ddrice19@yahoo.com; dhuff@casey.org; dmorris@ccmc.org; douglasschantz@aol.com; edwardm.delisi@dc.com; elliotd@kadygroup.com; engeljs@comcast.net; erlinda_a_doherty@hotmail.com; fb.ent@erols.com; feniak-buchanan@worldnet.att.net; frank_williams71@hotmail.com; harrisons@adea.org; iolajenkins@yahoo.com; jim@grahamwone.com; LeBlANC Karyn; kenbarksdale@verizon.net; laura.dance@na.amedd.army.mil; lavensus.jones@att.net; Dance, Lawrence (DPW); lizbda@aol.com; lwiley517t@msn.com; Santiago, Marco (MPD); Marion; mbennett@research.howard.edu; mcurry7672@aol.com; michelle@heelan.com; milams_tm@hotmail.com; mjunge2000@yahoo.com; norm@930.com; nybaron567@yahoo.com; Burke, Patrick (MPD); paulsbaran@yahoo.com; phyllis.eaddy@usdoj.gov; rebeccamrose@verizon.net; RECunningham1@msn.com; ressieww@comcast.net; Riverhill5001@yahoo.com; rmyers@howard.edu; rob@thesitestudio.com; scott@scott-roberts.net; scott_szathmary@yahoo.com; shoosh@gmail.com; silas_blanchard@yahoo.com; skls96@aim.com; svp@howard.edu; Monea Tamara; vclark@aamc.org; vkholunov@yahoo.com; vronstrongdavis@aol.com; Rebecca W (Rebecca) Westcott; zachary.ellis@fhwa.dot.gov; Washington, Anthony H. (MPD); Hope, Byron (MPD); Habeebullah, Durriyyah (MPD); Mccoy, Larry (MPD)

Subject: ANC1B01 LeDRoit Prk Update

Date: Friday, October 05, 2007 4:09:49 PM

Greetings,

Proposals for the WMATA parcels located on 8th & Florida Avenue due today. In early spring after 15 years of litigation the District Court ruled in favor of WMATA and awarded them full ownership of parcels located at 8th & Florida Ave. Soon after the courts ruling WMATA issued an RFP and held a meeting with developers regarding the site. WMATA accepted letters of intent and received approximately 20 letters. During the summer WMATA developed a short list of approximately five develpopers, and asked for more detailed and specific proposals. As mentioned proposals are due today October 5, 2007. On September 18, 2007 I hosted a public Town Hall meeting allowing developers to inform the commmunity and recieve input from residents. An internal WMATA Committee will review the final proposals and make a recommendation to the WMATA Board. The WMATA Board will make the final decision. The Board is expected to make a decision in 6 - 8 weeks. Most proposals involve mixed use retail/apartments/condos-both market

and affordable rates.

Public Safety

Chief Lanier is implementing a citywide program to augment the bike/scooter and business beat patrol by initiating Operation Walking Tall-community style – Commander Mccoy and his 3d team has been tasked to designate mandatory footbeat areas in his District - this operation will be kicking off in the next week

According to statistics from MPD3 staff 3D has an overall reduction of crime this year as well thus adding these footbeats will enhance the efforts that the Third District has in place. We in LeDroit Park are most apprectiative of the increased police visibility.

Motorists Take Note of Multiple Weekend Events Closing District Streets

(Washington , DC) Be advised of closures below and if you're driving, plan ahead before coming into the District this weekend. Also please note that most DDOT construction crews will be working regular schedules on Monday October 8, 2007 despite the holiday.

As previously announced, DDOT will be closing Foxhall Road in Northwest this weekend. For full information on that previously announced closure, click here.

Other closures and lane restrictions:

Saturday, October 6, 2007
DDOT work on New York Avenue, NE , between Penn Street, NE , and Florida Avenue, NE. Work will entail lane restrictions from 9:30 pm on Saturday October 6, 2007 to 4 am on October 8, 2007. All lanes will reopen for traffic on Monday morning.
Also be advised of lane restrictions on Florida Avenue, NE , between New York Avenue and Third Street, NE , during the same time period. The lane closures are to accommodate resurfacing work following utility upgrades.
Saturday, October 6, 2007
Event: Washington International Horse Show

Location: Verizon Center
600 - 700 blocks 6th Streets, NW
500 - 600 blocks F Street, NW
Streets Closed: 6th Street, NW between E & G Streets
F Street, NW between 5th & 7th Street

Saturday, October 6, 2007
Aids Walk Washington 2007
The Walk route will be as follows:
From the starting point eastbound on Pennsylvania Avenue at 13th Street, NW thence: **East** on Pennsylvania Avenue / **South** on 3rd Street, NW / **West** on D Street, SW / **North** on 4th Street, SW / **East** on Independence Avenue, SW / **North** on 3rd Street, SW / **West** on Pennsylvania Avenue and return to starting point.
Street Closings will be as follows:
Pennsylvania Avenue, NW between 13th & 14th Streets
(3:00am to 3:00pm)
Other streets along the Walk route will be closed and re-opened as the walk proceeds. Traffic crossing the walk route will be allowed as breaks in the walkers occur.
Route to be follow when Pennsylvania Avenue in front of Freedom Plaza is closed for Pre and Post Walk activities. 6:00am to 12:00 noon

Sunday, October 7, 2007
9:30am to 11:30am
The U.S. Army 10 Miler
The **23rd Annual U.S. Army 10 Miler** begins and ends at the Pentagon Complex in Arlington , VA , and passes thru Potomac Park and along the Mall in Washington , DC .

Street closings will be as follows:
Memorial Bridge
Washington, DC
Henry Bacon Drive, NW Between Memorial Circle & Constitution Avenue Constitution Avenue, NW Between Henry Bacon Drive & 17th Street
19th Street, NW Between Constitution Avenue & Virginia Avenue Virginia Avenue, NW Between 19th Street & Rock Creek Parkway
Rock Creek Parkway Between Virginia Avenue & Independence Avenue Independence Avenue, SW Between Rock Creek Parkway & 1st Street, SW
3rd Street, SW/NW Between Independence Avenue & Constitution Avenue, NW Constitution Avenue, NW Between 3rd & 1st Streets 1st Street, NW/SW Between Constitution & Independence Avenues 12th Street Exit ramp Between SW Freeway & Constitution Avenue 14th Street, SW Between Independence Avenue & S/B HOV lanes

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Energy EXPO

The Office of the People's Counsel wiil host a free Energy Expo Saturday, November 10, 2007 10 am to 2 pm at the Washington Convention Center, Rooms 101 and 102 A&B 801 Mt. Vernon Place, NW WDC 20001. The Expo features Hands on Demonstrations, Energy Audit Info; "Green" Loan Programs; licenses and Permits.

For residents interested in driving the work of DC RJP

In 2005 a group of committed Shaw residents had a vision about creating greater living wage employment opportunities. These residents organized themselves around various income-related issues and began teaming up with other residents throughout the District. Through their efforts they began a job training and hiring campaign now known as the DC Residents' Jobs Program.
Today, the DC RJP leadership core is composed of residents who live all over the District, representing three out of four of the city's quadrants. The DC RJP is pleased to announce the first annual "Job Trainers' Community Partnership Forum." The forum on Saturday, October 6th, 2007 will be an opportunity to get residents connected with agencies/organizations that provide skills based training and services and are willing to work within the framework and vision as set forth by the DC RJP.

DC RJP Job Trainers' Partnership Forum
Saturday, Oct. 6, 11am
Maya Angelou Public Charter School
1851 9th St NW

For more information or to get involved with the DC RJP contact Jessica or Melissa at 202 232 2915.

Have a safe and fun Holiday weekend!

Regards,
Myla Moss

Building a website is a piece of cake.
Yahoo! Small Business gives you all the tools to get online.

From:	Graham, Jim (COUNCIL)
To:	"Tahirah Hairston"; Graham, Jim (COUNCIL)
Cc:	Debose, Brian (Council)
Subject:	RE: Interview Request - Hilltop Newspaper
Date:	Wednesday, March 24, 2010 5:36:00 PM

My communications director will send you the answers.

Bests Jim,

From: Tahirah Hairston [mailto:thairston16@yahoo.com]
Sent: Tuesday, March 23, 2010 6:45 PM
To: Graham, Jim (COUNCIL)
Subject: Re: Interview Request - Hilltop Newspaper

Good Evening Councilman Graham,

I am currently working on a story about the land and Omar Karim and I would like your side of the issue and also to clarify fact from fiction before I publish my story - my question are below. If you could answer these question by 8:15 tonight that would be great.

1. According to Omar Karim he has been awaiting approval to build on the land contracted with WMATA since April 2008 due to waiting on the board to vote. Why has the process been so long for him to be approved? Is this the normal process for developers or are there other stipulations? If so, what are they?

2. When the term sheet ends on March 31st for Karim, what will happen? Will the land be given to someone else?

3. When looking for builders what are some of the qualifications the WMATA looks for as far as experience, economic stability, etc.?

4. Have Karim and you spoken directly about the issue? If so, what was the response?

5. According to Karim, his building project keeps getting taken off of the agenda. If so, why is this? Are there plans to put it back on the agenda?

6. Please explain the process that developers must go through when developing through WMATA. Does the whole board have to vote to approve or one person? What role do you play in this?

If you need any clarification, please let me know. Thanks again.
- *Thank You*,
Tahirah Hairston
Howard University '12
Hilltop Campus Editor
Freelance Journalist
E: thairston16@yahoo.com
C: 248.705.4427

Blog: http://byanymeansbefabulous.blogspot.com/

Live. Love. Laugh. Any By Any Means Be Fabulous.

From: "Graham, Jim (COUNCIL)" <JGRAHAM@DCCOUNCIL.US>
To: "Debose, Brian (Council)" <bdebose@DCCOUNCIL.US>; "thairston16@yahoo.com" <thairston16@yahoo.com>
Sent: Tue, March 23, 2010 4:05:13 PM
Subject: RE: Interview Request - Hilltop Newspaper

Miss Hairston,

I am aware of the parcels of land you reference in your email. I listened to Mr. Karim's interview on WAMU last week. What is it you would like to know about the parcels along 8th and Florida Avenue?

-----Original Message-----
From: Debose, Brian (Council)
Sent: Tuesday, March 23, 2010 3:55 PM
To: Graham, Jim (COUNCIL)
Subject: FW: Interview Request - Hilltop Newspaper

Council Member Do you have some time to accommodate Miss Hairston?

-----Original Message-----
From: thairston16@yahoo.com [mailto:thairston16@yahoo.com]
Sent: Monday, March 22, 2010 5:39 PM
To: Debose, Brian (Council)
Subject: Interview Request - Hilltop Newspaper

------Original Message------
To: bebose@dccouncil.us
Subject: Interview Request - Hilltop Newspaper
Sent: Mar 22, 2010 5:30 PM

Good Afternoon,

My name is Tahirah Hairston and I am a reporter for The Hilltop Newspaper, Howard University's daily student newspaper. I would like to request an interview with Jim Graham to discuss the an article I am writing about the land Omar Karim, founder of Banneker Ventures, is awaiting approval for building. I would like to interview him as soon as possible - tomorrow would be great. This can be either in-person or over the phone, which ever is best. The best way to contact me would be thairston16@yahoo.com or 248.705.4427.

Thanks,
Tahirah Hairston

Sent via BlackBerry by AT&T

From:	Overman, Aaron (DDOT)
To:	Klein, Gabe (DDOT); Albert, Neil (DMPED); Graham, Jim (COUNCIL); jim@grahamwone.com; Anthony R. Giancola ; Logan, Myra (COUNCIL); Kass, Jonathon (COUNCIL); Fuller, Yohance (DMPED); Brown, Michael (Council); Boardman-Schroyer, Kilin (Council)
Cc:	Fuller, Freddie (DDOT); Torruellas, Circe (DDOT); Hughey, Tomika (DDOT); Strauss, Steve (DDOT); Pickering, William (DDOT); Rhones, Aaron (DDOT); Treat, Leah (OPM); Rupert, Lezlie (DDOT)
Subject:	WMATA Board Briefing 09.24.09
Date:	Tuesday, September 22, 2009 1:09:20 PM
Attachments:	Board Briefing 09.24.09.doc

WMATA Board Members and Director Klein:

Please find attached a report providing an overview of the WMATA Board of Directors Meetings for Thursday, September 24, 2009 at 9:00 a.m. This report provides agenda items that significantly impact the District of Columbia. It includes an overview of the agenda item and potential impacts it may have on the District.

Feel free to contact me at 202-673-1736 if you have any questions or comments.

Thanks,

Aaron W. Overman, PE | Deputy Associate Director | Mass Transit Administration I District Department of Transportation | desk (202) 673-1736 | fax (202) 673-1734 | cell (202) 210-2289

Serving with Integrity and Excellence

d.

From: ANC1A@yahoogroups.com on behalf of bbpair@aol.com
To: ANC1A@yahoogroups.com
Subject: Re: [ANC1A] Sunday WP article
Date: Thursday, March 11, 2010 6:01:59 PM

This is a hot mess!!!

-----Original Message-----
From: Lisa Kralovic <lisakralovic@yahoo.com>
To: ANC 1A <ANC1A@yahoogroups.com>
Sent: Thu, Mar 11, 2010 10:38 am
Subject: [ANC1A] Sunday WP article

In case you missed this article. Park Morton is mentioned and our very own, Lenwood Johnson, is quoted.
http://www.washingtonpost.com/wp-dyn/content/article/2010/03/07/AR2010030701156.html?sub=AR

Friends share in D.C. Mayor Adrian M. Fenty's good fortune

By Nikita Stewart and Paul Schwartzman
Washington Post Staff Writer
Sunday, March 7, 2010; 10:09 AM

Before Adrian M. Fenty was elected D.C. mayor in 2006, Sinclair Skinner lived in a worn, two-story brick home on Georgia Avenue NW above his dry cleaning business, a venture that collapsed in financial ruin.

But Skinner had one valuable asset: his relationship with Fenty (D), then a D.C. Council member. They had known each other since they attended Howard University in the 1990s and belonged to the same fraternity.

As field director of Fenty's mayoral campaign, Skinner spent hundreds of hours with the candidate knocking on doors across the city. After Fenty's victory, Skinner started an engineering firm that soon landed work on at least three city projects, according to public records.

In addition, the records show, Skinner's firm was a subcontractor on the rebuilding of city parks and recreation centers -- work that paid about $700,000. Skinner, 40, bought a Porsche and a handsome $654,000 brick house a few blocks from the mayor's house in the Crestwood neighborhood in Northwest Washington.

Skinner and Omar Karim, another Howard graduate and fraternity brother, are at the center of a coterie of Fenty friends who since the mayor's election have traveled from the political margins to the center of power and influence, often helping one another along the way.

On Friday, the D.C. Council appointed a special counsel to investigate the Fenty administration's awarding of $86 million in construction projects at city parks and recreation centers without the council's approval, which is required on contracts exceeding $1 million. The investigator is expected to examine whether the city showed favoritism to the mayor's friends in awarding the deals.

The mayor's friends were relatively unknown before Fenty's rise: engaged in neighborhood

activism, working for a developer or running a nightclub or a landscaping business. After Fenty became mayor, the men prospered, starting or expanding companies that have repeatedly landed development and construction projects awarded by the D.C. government. Karim's roster includes a $4.2 million contract to oversee renovation of at least 16 parks and recreation centers. The Fenty administration did not seek council approval for that contract but now says it should have done so.

Politicians have long cultivated circles of lawyers, developers and lobbyists who, in turn, thrive on access to government's highest levels. But Fenty's friends have risen from obscurity at a pace that has captured the attention of the political and business establishments and fostered an image that is seemingly at odds with Fenty's campaign themes of reform and transparency.

"They're suddenly doing so well at the trough of government," said D.C. Council member Mary M. Cheh (D-Ward 3). "There's this network where they all help each other. They all get rich together. It makes you wonder what's going on. What we know is they're friends of Fenty."

Karim and Skinner declined to comment through their attorney, A. Scott Bolden. Karim recently testified at a council hearing on the parks contracts that he had done nothing wrong. Skinner has not responded to a subpoena from the council, contending that he was improperly served. Last week, a D.C. Superior Court judge ordered Skinner to testify this month or face $1,000-a-day fines for each day he does not appear.

After Fenty's election, Skinner and Karim were not shy about mentioning their mayoral ties as they tried to attract business partners or obtain consulting work, according to five developers and consultants who spoke to the men about possible deals. The sources spoke on the condition of anonymity because they said they fear retribution from the Fenty administration.

R. Donahue Peebles, a developer who has considered challenging Fenty in the 2010 mayoral race, has spoken openly about how political networking during Marion Barry's reign as mayor helped him land his first major real estate deal. After critics accused Peebles of benefiting from cronyism in the mid-1990s, the developer became infuriated and relocated to Miami for a decade before turning his attention back to the District, where the Fenty administration has twice rejected his company's bids for city projects.

Since his return to Washington, Peebles said, at least two of Skinner's associates suggested that he hire Skinner, who they said could help him win District projects and gain access to the mayor and his top aides. Peebles said the associates told him that Skinner's fee was $10,000 to $20,000 a month.

Peebles said Karim approached him after an appearance on the Howard campus in 2007 and told him that Fenty was seeking to empower a new group of minority builders, including Karim. As African Americans, Karim and Skinner could benefit from city requirements that developers partner with minority-owned companies.

Karim, Peebles said, told him that "if I wanted to get to do a development deal with the District of Columbia government under Fenty, I'd have to do business with them and their circle, this new inner circle. He gave me this whole spiel about how it was a new day and how the old guys' day was up. Essentially, the message was I was going to need him."

Peebles said he was angered by what he considered a "flagrant pay-to-play overture." He rejected Karim's offer, he said, and refused to hire Skinner.

Another developer, who renovates commercial and residential properties in the city, said Skinner told him that he represented Liberty Law, owned by Karim, which could provide lobbying services for $25,000 a month even though it is not a registered lobbyist. "They

wanted a big part of it up front: $200,000," said the developer, who spoke on condition of anonymity because he does not want to antagonize the Fenty administration.

The developer said that when he asked Skinner what services he would provide, Skinner told him, "You need some stuff, don't you?"

'Because of their expertise'

Fenty declined to talk in detail about his relationships with Skinner and Karim. In a brief interview as he left a news conference last month, he said his administration has awarded contracts properly.

Bolden, speaking for Karim and Skinner, acknowledged that his clients have been real estate consultants, but he said: "They're consultants because of their expertise. It has nothing to do with access to the mayor. [To imply otherwise] devalues their educational background, their entrepreneurship, their love of this city."

He added: "They're Howard graduates. They're fraternity brothers. They're friends with the mayor. Maybe they like doing business together. Anything illegal, inappropriate about that?"

Karim's rise as a developer has been swift, and his portfolio consists mostly of projects awarded by the Fenty administration. Karim, 35, worked for a small developer before starting Banneker Ventures LLC during Fenty's campaign for mayor. Since 2005, Karim, his wife and his firm, which has offices two blocks from the White House, have contributed $10,000 to Fenty campaigns.

In addition to holding parks contracts now under investigation by the special counsel, Karim's company was on the team the Fenty administration chose for the $700 million redevelopment of the area around the Sursum Corda housing complex near North Capitol Street.

Banneker Ventures has played various roles in city projects, sometimes joining with other developers to win a contract and sometimes being hired to manage construction projects, a role that allowed Banneker to hire subcontractors who are also the mayor's friends.

On one project, after Banneker Ventures was hired as a planning consultant, the city later awarded the contract for the project to one of Karim's partners. Karim also worked for the city reviewing developers' proposals on two other projects.

Peter Nickles, the D.C. attorney general and a longtime Fenty adviser, said he sees nothing unusual in the frequency with which Fenty's friends have obtained city work. "They're young, African American guys trying to get involved . . . in the business of the city," he said. "You got a prime contractor, and the prime contractor shows it can get things done. . . . The prime has people it trusts."

Another Fenty friend who has prospered is Keith Lomax, a substitute teacher at Mackin High School in the 1980s, when Fenty was a student there. Lomax's construction company has received nearly $16 million in D.C. contracts since Fenty took office, records show. Bolden, also Lomax's attorney, said the contractor would not comment for this article.

Skinner's ascent

Within Fenty's circle, no one else has risen as dramatically as Skinner, who was broke and drove a dented sedan when he went to work for the campaign.

At Skinner's dry cleaning shop on Georgia Avenue, he put up a poster of himself shaking hands with Sherman Hemsley, the actor who played dry cleaner George Jefferson in "The Jeffersons," the TV sitcom known for its "Movin' On Up" theme song. But dry cleaning was not Skinner's way up.

In 2003, about the time his Georgia Avenue property was foreclosed on, Skinner closed a second location, on Rockville Pike, leaving behind a pile of clothing that Montgomery County officials had to return to its owners, said Ralph L. Vines, an administrator in the county's Consumer Protection Office. By 2006, Skinner owed the District $17,238 in rent for

a spot he had leased at Judiciary Square, according to a settlement in which Skinner agreed to pay the city the back rent.

Skinner's finances improved during Fenty's campaign, which paid him nearly $70,000, according to city records. Sixteen months after the election, Skinner formed Liberty Engineering and Design, which Karim's company hired as a subcontractor on the parks renovations. Invoices show that Liberty has charged Banneker Ventures about $700,000. The council investigated Banneker's contract after discovering that the administration had awarded it without the required legislative approval.

Skinner has courted controversy throughout Fenty's time in office.

Although he has no job in the administration, Skinner, working with a Fenty aide, orchestrated the donation of a city-owned firetruck and ambulance to a town in the Dominican Republic without the knowledge or approval of the D.C. Council, according to a council investigation. The probe described Skinner as "well-connected" and concluded that "inside connections and access . . . resulted in a loss of value to the District government."

Kappa Alpha Psi, the fraternity to which Skinner, Karim and Fenty belong, publicly thanked Skinner for organizing a $37,000, taxpayer-funded reception last August celebrating the fraternity. Nickles declared the use of city funds improper and told the fraternity to reimburse the District.

Despite such incidents, Skinner and Fenty have remained close. At a birthday bash for Skinner atop Macy's downtown rooftop in 2008, hundreds of well-wishers danced to live go-go music as the mayor took out his cellphone to snap photos of the birthday boy.

Against gentrification

Fenty met Skinner at Howard when the future mayor was a law student and Skinner was studying engineering. At the time, Skinner later told campaign colleagues, he would deliver meals to Fenty, who would hole up in his room for marathon study sessions.

From his earliest years in Washington, Skinner demonstrated a penchant for activism, winning election in 1998 to Petworth's Advisory Neighborhood Commission.

Lenwood Johnson, a commissioner and friend, said Skinner opposed white professionals migrating to the Northwest Washington neighborhood, if only because they could raise property values and drive out longtime residents and businesses. "He'd say, 'Why are they moving over here?' "

Joe Englert, who owns taverns in the District, was planning to open another in Petworth in 2006. Skinner confronted him, asking, "Why would a white man open a business on Georgia Avenue?" said Englert, who is white. "It was hard to respond, it was so outrageous."

As president of a business association, Skinner published the Georgia Avenue Defender, which in 2005 lampooned council member Jim Graham (D-Ward 1) as "Gramzilla," slayer of black-owned businesses. During his campaign, Fenty rebuffed demands by Graham and others to disavow or fire Skinner.

After the election, Fenty's aides tried to find Skinner a government post, said two former administration officials and a former campaign volunteer. Fenty, meanwhile, on several occasions promised that his friend would not get a job. Asked last month about the administration's efforts on Skinner's behalf, the mayor said only that "he doesn't have a role in my administration."

Skinner started his engineering firm and another company, renting space downtown and in an unmarked house with bars on the windows on Martin Luther King Jr. Avenue SE.

By then, Skinner was close to Warren Williams Jr., who owned Club U, a nightclub on U Street that was shut down in 2005, during the administration of Mayor Anthony A. Williams

(D), after a patron was fatally stabbed. Warren Williams also owned an apartment building where tenants complained of rat infestation and no heat. In 2008, council members cited the stabbing and the building when they criticized Fenty's choice of a team that included Warren Williams to manage the D.C. Lottery.

During Fenty's campaign, Warren Williams, at Skinner's suggestion, joined Karim at Banneker Ventures, Williams said. After the election, the developers won several D.C. projects, including managing reconstruction of Walker-Jones Educational Complex and work on redeveloping a theater in the Deanwood neighborhood in Northeast.

The administration and the D.C. Housing Authority picked Banneker Ventures as "master planning consultant" for the redevelopment of the Park Morton housing project in Petworth. After Karim and Warren Williams split up in 2008, the District chose Williams's company, the Warrenton Group, as co-developer of Park Morton. Williams, in an interview, said his company was chosen because of its competence, not its political connections.

Ben Soto, Fenty's campaign treasurer, said the mayor's ties to Skinner and Karim are rooted in a common commitment to improve the city. "He likes people who have a sense of urgency," Soto said. "Omar and Sinclair have that." Their bond, Soto said, trumps any political embarrassment. "When Adrian knows you have his back, it's a hiccup."

Although the friends have benefited from minority contracting rules, access to the mayor does not ensure winning bids, Soto said. The District twice rejected proposals from Karim's company, said Sean Madigan, a city spokesman.

Former mayor Barry (D), now the Ward 8 council member, said Fenty's friends have turned up in D.C.-sponsored projects often enough to raise questions.

"There's nobody in this government more Afro-centric than I am, but you can't hide behind that," said Barry, a longtime advocate of minority set-asides. "The problem I have is the circle is so small. The same ones over and over again. It's not fair."

Lomax is among the Fenty friends helped by Banneker Ventures. Banneker hired Lomax's RBK Construction for at least $3.5 million of the $16 million in D.C. contracts that RBK has received since Fenty took office. That's up from $1 million in city work that RBK got during Anthony Williams's administration.

The D.C. inspector general and the city auditor in May began investigating whether Lomax, a Prince George's resident, falsely used a house in Northeast Washington as a business address to improve his chances of winning city business. Lomax declined to comment.

The investigation, which is continuing, apparently has not dampened Fenty's friendship with Lomax. On a recent Saturday, the pair attended a Georgetown-Duke basketball game, where they posed for photos with President Obama.

Nor have Skinner's troubles made the mayor rethink their relationship. One night last month, as Fenty trolled for votes in the Northeast neighborhood of Burrville, there, following the mayor as he knocked on doors, was Sinclair Skinner.

Lisa Kralovic
ANC 1A01 cell 202-280-8935

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From: Graham, Jim (COUNCIL)
To: Debose, Brian (Council); "thairston16@yahoo.com"
Subject: RE: Interview Request - Hilltop Newspaper
Date: Tuesday, March 23, 2010 4:05:00 PM

Miss Hairston,

I am aware of the parcels of land you reference in your email. I listened to Mr. Karim's interview on WAMU last week. What is it you would like to know about the parcels along 8th and Florida Avenue?

-----Original Message-----
From: Debose, Brian (Council)
Sent: Tuesday, March 23, 2010 3:55 PM
To: Graham, Jim (COUNCIL)
Subject: FW: Interview Request - Hilltop Newspaper

Council Member Do you have some time to accommodate Miss Hairston?

-----Original Message-----
From: thairston16@yahoo.com [mailto:thairston16@yahoo.com]
Sent: Monday, March 22, 2010 5:39 PM
To: Debose, Brian (Council)
Subject: Interview Request - Hilltop Newspaper

------Original Message------
To: bebose@dccouncil.us
Subject: Interview Request - Hilltop Newspaper
Sent: Mar 22, 2010 5:30 PM

Good Afternoon,

My name is Tahirah Hairston and I am a reporter for The Hilltop Newspaper, Howard University's daily student newspaper. I would like to request an interview with Jim Graham to discuss the an article I am writing about the land Omar Karim, founder of Banneker Ventures, is awaiting approval for building. I would like to interview him as soon as possible - tomorrow would be great. This can be either in-person or over the phone, which ever is best. The best way to contact me would be thairston16@yahoo.com or 248.705.4427.

Thanks,
Tahirah Hairston

Sent via BlackBerry by AT&T

From: Debose, Brian (Council)
To: Graham, Jim (COUNCIL)
Subject: FW: Interview Request - Hilltop Newspaper
Date: Tuesday, March 23, 2010 3:55:27 PM

Council Member Do you have some time to accommodate Miss Hairston?

-----Original Message-----
From: thairston16@yahoo.com [mailto:thairston16@yahoo.com]
Sent: Monday, March 22, 2010 5:39 PM
To: Debose, Brian (Council)
Subject: Interview Request - Hilltop Newspaper

------Original Message------
To: bebose@dccouncil.us
Subject: Interview Request - Hilltop Newspaper
Sent: Mar 22, 2010 5:30 PM

Good Afternoon,

My name is Tahirah Hairston and I am a reporter for The Hilltop Newspaper, Howard University's daily student newspaper. I would like to request an interview with Jim Graham to discuss the an article I am writing about the land Omar Karim, founder of Banneker Ventures, is awaiting approval for building. I would like to interview him as soon as possible - tomorrow would be great. This can be either in-person or over the phone, which ever is best. The best way to contact me would be thairston16@yahoo.com or 248.705.4427.

Thanks,
Tahirah Hairston

Sent via BlackBerry by AT&T

From: myla moss

To: ledroitpark@yahoogroups.com; aliceaughtry@msn.com; Aprille.j.ericsson@nasa.gov; avarst@aol.com; awhd@hotmail.com; baylors3@hotmail.com; Virginia Bond; bosstimesthree@aol.com; bratwood@gmail.com; Martin Firvida, Bryan (DPR); clintonjones@comcast.net; ctrazza05@verizon.net; Woodland, Calvin (COUNCIL); daryls@kadygroup.com; davidcorson@yahoo.com; dbryson@macfarlanepartners.com; ddrice19@yahoo.com; dhuff@casey.org; dmorris@ccmc.org; douglasschantz@aol.com; edwardm.delisi@dc.com; elliotd@kadygroup.com; engeljs@comcast.net; erlinda_a_doherty@hotmail.com; fb.ent@erols.com; feniak-buchanan@worldnet.att.net; frank_williams71@hotmail.com; harrisons@adea.org; iolajenkins@yahoo.com; jim@grahamwone.com; LeBlANC Karyn; kenbarksdale@verizon.net; laura.dance@na.amedd.army.mil; lavensus.jones@att.net; Dance, Lawrence (DPW); lizbda@aol.com; lwiley517t@msn.com; Santiago, Marco (MPD); Marion; mbennett@research.howard.edu; mcurry7672@aol.com; michelle@heelan.com; milams_tm@hotmail.com; mjunge2000@yahoo.com; norm@930.com; nybaron567@yahoo.com; Burke, Patrick (MPD); paulsbaran@yahoo.com; phyllis.eaddy@usdoj.gov; rebeccamrose@verizon.net; RECunningham1@msn.com; ressieww@comcast.net; Riverhill5001@yahoo.com; rmyers@howard.edu; rob@thesitestudio.com; scott@scott-roberts.net; scott_szathmary@yahoo.com; shoosh@gmail.com; silas_blanchard@yahoo.com; skls96@aim.com; svp@howard.edu; Monea Tamara; vclark@aamc.org; vkholunov@yahoo.com; vronstrongdavis@aol.com; Rebecca W (Rebecca) Westcott; zachary.ellis@fhwa.dot.gov; Washington, Anthony H. (MPD); Hope, Byron (MPD); Habeebullah, Durriyyah (MPD); Mccoy, Larry (MPD)

Subject: ANC1B01 LeDroit Park Update

Date: Tuesday, December 18, 2007 4:42:36 PM

Greetings,

As you are aware, we have completed the majority of the work on the third and final phase of the LeDroit Park Streetscape Upgrade Project. I want to thank you all for your support, input, discussions and willingness to work with DDOT in its effort to improve the infrastructure and streetscapes throughout the LeDroit Park neighborhood. While the road was not always easy, we all committed to work together in providing the best solution for the neighborhood and the end result looks great.

We wish to invite you and your neighbors to join Mayor Adrian M. Fenty, Councilmember Jim Graham (invited), DDOT Director Emeka Moneme and your ANC representative, Myla Moss, at a ribbon cutting ceremony/press event this Friday, December 21th at 10:00am.

We hope you are able to join in this celebration. Please feel free to pass this invitation on to your neighbors.

Best regards,
-Karyn LeBlanc
Public Affairs Specialist

Over the last year I have been actively involved actively involved in a myraid of activities to better our community and neighborhood. The center of my activity involves the ongoing revitalization of the Howard Theatre area and I have accomplished a few things and will proceede on multiple fronts including the following:

A. Broadcast Center One (BCO) development and financing through the Office of the Deputy Mayor for Planning and Economic Development (ODMPED), I testified before the DC Council Economic Dvelopment Committie on behalf of BCO;
B. DDOT's Howard Theatre area infrastructure improvements - construction drawings requested and funded by ODMPED, I provided recommendations to DDOT regarding improvements, I also served on the Georgia Avenue Great Street Committee and offered input into the plans to restructure Georgia Avenue;
C. Restoration and re-opening of the Howard Theatre-I testified before the DC Council in favor of the restoration;
D. Assisting WMATA with selection of a development team for their three Florida Avenue parcels, I held a public Town Hall meeting for Developers to present their plans to the public;
F. Collaborating with DC Commission on the Arts and Humanities to commission a commemorative art work for Ellington Plaza, titled "ENCORE";
G. Worked with DDOT and residents for the compeletion and

installation of the LeDroit Park Gateway at 6th & T and 4th Street Construction;

H. Collaborated with the MPD and the community to ensure more police visibility within our neighborhood, worked directly with Mayor Fentyand Chief Lanier;

I. Collaborating with DCRA, the LeDroit Park Civic Association to eliminate nusiance properties;

J. Secured funding for the LeDroit Park Oral History Project, Security Camera for LeDroit Park, and 9th & U Hospitality Resources Partnership Pilot Project;

K. And more, including multiple levels of engagement related to the Lincoln Theatre as well as Howard University land redevelopment.

All of these actions flow from a series of community meetings with several stakeholders involved in the development of revitalizing our community. I thank the residents of LeDroit Park for all of your support and input. As we move into a new year I will continue to work hard and represent the interests of LeDroit Park.

We have had a very busy and productive year and I look forward to an exciting 2008. I wish you all a safe and blessed holiday season.

Happy Christmas and Merry New Year!

Warm Regards,
Myla Moss
Commissioner ANC1B01

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From:	Mack Thompson
To:	Norris, Rufus E. (COUNCIL); Woodland, Calvin (COUNCIL)
Subject:	FW: Undeliverable: FW: [columbia_heights] D.C. parks contracts bypassedcouncilPROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies withconnectionsto Fenty
Date:	Monday, October 26, 2009 9:48:06 AM
Attachments:	ATT00001 FW columbia_heights D.C. parks contracts bypassedcouncilPROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies withconnectionsto Fenty.msg

Norris and Calvin, would you please ensure that Linda (Michael Brown's Chief of Staff)gets this? Thanks, Mack.

Mack B. Thompson, III

From: postmaster@DCCOUNCIL.US
To: mackt3@hotmail.com
Date: Mon, 26 Oct 2009 09:00:33 -0400
Subject: Undeliverable: FW: [columbia_heights] D.C. parks contracts bypassedcouncilPROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies withconnectionsto Fenty

Delivery has failed to these recipients or distribution lists:

Linda Wharton Boyd
The recipient's e-mail address was not found in the recipient's e-mail system. Microsoft Exchange will not try to redeliver this message for you. Please check the e-mail address and try resending this message, or provide the following diagnostic text to your system administrator.

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Generating server: Council.local
lboyd@dccouncil.us
#550 5.1.1 RESOLVER.ADR.RecipNotFound; not found ##rfc822;lboyd@dccouncil.us
Original message headers:

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Received: from smtp23.dc.gov (164.82.148.109) by dcc-exchange-01.Council.local
 (10.28.100.24) with Microsoft SMTP Server id 8.1.340.0; Mon, 26 Oct 2009
 09:00:33 -0400
Received: from smtp3-22.dc.gov ([164.82.148.119]) by smtp23.dc.gov with
 Microsoft SMTPSVC(6.0.3790.3959);       Mon, 26 Oct 2009 09:00:28 -0400
Received: from smtp3-22.dc.gov (emo-sophos-22.dcgov.priv [127.0.0.1])    by
 localhost (Postfix) with SMTP id BDE59498015;  Mon, 26 Oct 2009 09:00:27 -0400
 (EDT)
Received: from blu0-omc2-s38.blu0.hotmail.com (blu0-omc2-s38.blu0.hotmail.com
 [65.55.111.113])       by smtp3-22.dc.gov (Postfix) with ESMTP id CE564498002; Mon,
 26 Oct 2009 09:00:23 -0400 (EDT)
Received: from BLU146-W3 ([65.55.111.72]) by blu0-omc2-s38.blu0.hotmail.com
 with Microsoft SMTPSVC(6.0.3790.3959);  Mon, 26 Oct 2009 06:00:19 -0700
Message-ID: <BLU146-W38A59DA2A9A211712ACA88CBA0@phx.gbl>
Return-Path: mackt3@hotmail.com
Content-Type: multipart/alternative;
        boundary="_be5505ad-a2ff-4837-91c0-57313b36b4a3_"
X-Originating-IP: [68.49.35.166]
From: Mack Thompson <mackt3@hotmail.com>
To: Linda Wharton Boyd <lboyd@dccouncil.us>, John DeTaeye
        <jdetaeye@dccouncil.us>, Rufus Norris <rnorris@dccouncil.us>, "Jason E.
 Turner" <jeturner12@comcast.net>, Calvin Woodland <cwoodland@dccouncil.us>
Subject: FW: [columbia_heights] D.C. parks contracts bypassedcouncilPROJECTS
 MOVED VIA HOUSING AUTHORITY Jobs went to companies withconnectionsto Fenty
Date: Mon, 26 Oct 2009 13:00:19 +0000
Importance: Normal
In-Reply-To: <1256561280.997520729@192.168.1.201>
References: <hbq81i+hnr9@eGroups.com><1256263515.09774429@192.168.1.201><BLU146-W24172E86
 941D02198869468CBD0@phx.gbl><BLU146-W142BF482C7DF1CFCAD33418CBD0@phx.gbl>
X-OriginalArrivalTime: 26 Oct 2009 13:00:19.0077 (UTC) FILETIME=[4518F350:01CA563C]
X-PMX-Version: 5.5.1.360522, Antispam-Engine: 2.6.1.350677, Antispam-Data: 2009.10.26.124829
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MIME-Version: 1.0

--Forwarded Message Attachment--
From: mackt3@hotmail.com
To: lboyd@dccouncil.us; jdetaeye@dccouncil.us; rnorris@dccouncil.us; jeturner12@comcast.net; cwoodland@dccouncil.us
Subject: FW: [columbia_heights] D.C. parks contracts bypassedcouncilPROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies withconnectionsto Fenty
Date: Mon, 26 Oct 2009 13:00:19 +0000

FYI....

Mack B. Thompson, III

Date: Mon, 26 Oct 2009 08:48:00 -0400
Subject: Re: [columbia_heights] D.C. parks contracts bypassedcouncilPROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies withconnectionsto Fenty
From: whj@melanet.com
To: Deepakindc@fastmail.fm
CC: mackt3@hotmail.com; ximena.hartsock@dc.gov; bridget.stesney@dc.gov; corey.morgan@dc.gov; randolph.hines@mauriceelectric.com; venturagm@yahoo.com; mail@innercity.org; turner@tysonpmgroup.com; paul.whatling@cheminova.com; frank.fioriti@verizonbusiness.com; griffiths_brandon@bah.com; pgriffith@chsfsc.org; cfountain@chsfsc.org; cmckenzie@chsfsc.org; dsnead@chsfsc.org; cwhitaker579@yahoo.com; gft85@hotmail.com; sandrascottland@yahoo.com; therman@innercity.org; rmoore@dcch.org; changeinc@hotmail.com; dsimmons@dchousing.org; sahassan@dynamiccorp.us; vgray@dchousing.org; cstennett@dchousing.org; john.fanning@dc.gov; apoole27@hotmail.com; ralph.barnhardt@dc.gov; jenell.robinson@dc.gov; mbrown@dchousing.org; ea@dynamiccorp.us; atoure@dynamiccorp.us; jim@grahamwone.com; hthomas@dccouncil.us; mcheh@dccouncil.us; mbarry@dccouncil.us; mbrown@dccouncil.us

The article has many, many flaws. Of course my main concern is that the broader interests of Columbia Heights not continue to be lost in this saga. First the article leaves out CM Graham who is at the center of much of this especially in Ward 1. It's interesting that he is left out of this article entirely, yet one of his formal political rivals which is not directly involved is mentioned in the article. As well Banneker Ventures is mentioned several times, the same firm he attempted to block from getting the Ward 1 Metro Project on U St. Clearly, this story was sourced from Graham's PR guy. It is also interesting that DPR/DDCHA arrangements may pre-date the Fenty Admin. Well guess who had oversight of DCHA immediately pre-Fenty, CM Graham.

William

-----Original Message-----
From: "Deepak Marwah" <Deepakindc@fastmail.fm>
Sent: Friday, October 23, 2009 8:39am
To: "Mack Thompson" <mackt3@hotmail.com>, "Ximena Hartsock" <ximena.hartsock@dc.gov>, "Bridget Stesney" <bridget.stesney@dc.gov>, "CoreyMorgan" <corey.morgan@dc.gov>, "randolph hines" <randolph.hines@mauriceelectric.com>, "Gus Ventura" <venturagm@yahoo.com>, "David McIntire" <mail@innercity.org>, "Jason E. Turner" <turner@tysonpmgroup.com>, "Paul Whatling" <paul.whatling@cheminova.com>, frank.fioriti@verizonbusiness.com, "Brandon Griffiths" <griffiths_brandon@bah.com>, "Penny Griffith" <pgriffith@chsfsc.org>, "CamilleFountain" <cfountain@chsfsc.org>, "Camille Mckenzie" <cmckenzie@chsfsc.org>, "Denise Snead"

<dsnead@chsfsc.org>, "Charlie Whitaker" <cwhitaker579@yahoo.com>, "Rosemary Akinmboni" <gft85@hotmail.com>, "Sandra Scottland" <sandrascottland@yahoo.com>, "Therman Walker" <therman@innercity.org>, "RobertMoore" <rmoore@dcch.org>, "Gracie Rollins" <changeinc@hotmail.com>, "DanielSimmons" <dsimmons@dchousing.org>, "Sahar Hassan" <sahassan@dynamiccorp.us>, "Vincent Gray, Jr." <vgray@dchousing.org>, "Christopher Stennett" <cstennett@dchousing.org>, "John Fanning" <john.fanning@dc.gov>, "A Poole" <apoole27@hotmail.com>, "Ralph Barnhardt" <ralph.barnhardt@dc.gov>, "JenellRobinson" <jenell.robinson@dc.gov>, "Michael Brown" <mbrown@dchousing.org>, "Ebenezer A" <ea@dynamiccorp.us>, "Abdoul Toure'" <atoure@dynamiccorp.us>
Cc: "Jim Graham" <jim@grahamwone.com>, "William Jordan" <whj@melanet.com>, "HarryThomas" <hthomas@dccouncil.us>, "Mary Cheh" <mcheh@dccouncil.us>, "Marion Barry" <mbarry@dccouncil.us>, "CM Michael Brown" <mbrown@dccouncil.us>
Subject: Re: [columbia_heights] D.C. parks contracts bypassedcouncilPROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies withconnectionsto Fenty

With Vincent Gray's son working on the project at 14th and Girard, I just find it difficult to see why Council would be surprised by this type of funding. The article does not seem comprehensive enough and appears to gloss over details/evidence.
Deepak Marwah
(202) 520-5981

From: Mack Thompson <mackt3@hotmail.com>
Date: Fri, 23 Oct 2009 11:53:55 +0000
To: Deepak Marwah<deepakindc@fastmail.fm>; Ximena Hartsock<ximena.hartsock@dc.gov>; Bridget Stesney<bridget.stesney@dc.gov>; CoreyMorgan<corey.morgan@dc.gov>; randolph hines<randolph.hines@mauriceelectric.com>; Gus Ventura<venturagm@yahoo.com>; David McIntire<mail@innercity.org>; Jason E. Turner<turner@tysonpmgroup.com>; Paul Whatling<paul.whatling@cheminova.com>; <frank.fioriti@verizonbusiness.com>; Brandon Griffiths<griffiths_brandon@bah.com>; Penny Griffith<pgriffith@chsfsc.org>; CamilleFountain<cfountain@chsfsc.org>; Camille Mckenzie<cmckenzie@chsfsc.org>; Denise Snead<dsnead@chsfsc.org>; Charlie Whitaker<cwhitaker579@yahoo.com>; Rosemary Akinmboni<gft85@hotmail.com>; Sandra Scottland<sandrascottland@yahoo.com>; Therman Walker<therman@innercity.org>; RobertMoore<rmoore@dcch.org>; Gracie Rollins<changeinc@hotmail.com>; DanielSimmons<dsimmons@dchousing.org>; Sahar Hassan<sahassan@dynamiccorp.us>; Vincent Gray, Jr.<vgray@dchousing.org>; Christopher Stennett<cstennett@dchousing.org>; John Fanning<john.fanning@dc.gov>; A Poole<apoole27@hotmail.com>; Ralph Barnhardt<ralph.barnhardt@dc.gov>; JenellRobinson<jenell.robinson@dc.gov>; Michael Brown<mbrown@dchousing.org>; Ebenezer A<ea@dynamiccorp.us>; Abdoul Toure'<atoure@dynamiccorp.us>
Cc: Jim Graham<jim@grahamwone.com>; William Jordan<whj@melanet.com>; HarryThomas<hthomas@dccouncil.us>; Mary Cheh<mcheh@dccouncil.us>; Marion Barry<mbarry@dccouncil.us>; CM Michael Brown<mbrown@dccouncil.us>
Subject: RE: [columbia_heights] D.C. parks contracts bypassed councilPROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies with connectionsto Fenty

Your blatant, political bias has resurfaced.... keep your eyes on the doughnut and not the hole.

Mack B. Thompson, III

To: mackt3@hotmail.com; ximena.hartsock@dc.gov; bridget.stesney@dc.gov; corey.morgan@dc.gov; randolph.hines@mauriceelectric.com; venturagm@yahoo.com; mail@innercity.org; turner@tysonpmgroup.com; paul.whatling@cheminova.com; frank.fioriti@verizonbusiness.com; griffiths_brandon@bah.com; pgriffith@chsfsc.org; cfountain@chsfsc.org; cmckenzie@chsfsc.org; dsnead@chsfsc.org; cwhitaker579@yahoo.com; gft85@hotmail.com; sandrascottland@yahoo.com; therman@innercity.org; rmoore@dcch.org; changeinc@hotmail.com; dsimmons@dchousing.org; sahassan@dynamiccorp.us; vgray@dchousing.org; cstennett@dchousing.org; john.fanning@dc.gov; apoole27@hotmail.com;

ralph.barnhardt@dc.gov; jenell.robinson@dc.gov; mbrown@dchousing.org; ea@dynamiccorp.us; atoure@dynamiccorp.us
CC: jim@grahamwone.com; whj@melanet.com; hthomas@dccouncil.us; mcheh@dccouncil.us; mbarry@dccouncil.us; mbrown@dccouncil.us
Subject: Re: [columbia_heights] D.C. parks contracts bypassed councilPROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies with connectionsto Fenty
From: Deepakindc@fastmail.fm
Date: Fri, 23 Oct 2009 11:20:35 +0000

This is a hatchet article. Without the mayor, we would still be looking at broken concrete at 14th and Girard.

Deepak Marwah
(202) 520-5981

From: Mack Thompson <mackt3@hotmail.com>
Date: Fri, 23 Oct 2009 09:10:35 +0000
To: Ximena Hartsock<ximena.hartsock@dc.gov>; Bridget Stesney<bridget.stesney@dc.gov>; Corey Morgan<corey.morgan@dc.gov>; randolph hines<randolph.hines@mauriceelectric.com>; Deepak Marwah<deepakindc@fastmail.fm>; Gus Ventura<venturagm@yahoo.com>; David McIntire<mail@innercity.org>; Jason E. Turner<turner@tysonpmgroup.com>; Paul Whatling<paul.whatling@cheminova.com>; <frank.fioriti@verizonbusiness.com>; BrandonGriffiths<griffiths_brandon@bah.com>; Penny Griffith<pgriffith@chsfsc.org>; Camille Fountain<cfountain@chsfsc.org>; Camille Mckenzie<cmckenzie@chsfsc.org>; Denise Snead<dsnead@chsfsc.org>; Charlie Whitaker<cwhitaker579@yahoo.com>; Rosemary Akinmboni<gft85@hotmail.com>; SandraScottland<sandrascottland@yahoo.com>; Therman Walker<therman@innercity.org>; Robert Moore<rmoore@dcch.org>; Gracie Rollins<changeinc@hotmail.com>; Daniel Simmons<dsimmons@dchousing.org>; SaharHassan<sahassan@dynamiccorp.us>; Vincent Gray, Jr.<vgray@dchousing.org>; Christopher Stennett<cstennett@dchousing.org>; John Fanning<john.fanning@dc.gov>; A Poole<apoole27@hotmail.com>; Ralph Barnhardt<ralph.barnhardt@dc.gov>; Jenell Robinson<jenell.robinson@dc.gov>; MichaelBrown<mbrown@dchousing.org>; Ebenezer A<ea@dynamiccorp.us>; Abdoul Toure'<atoure@dynamiccorp.us>; John DeTaeye<jdetaeye@dccouncil.us>; CalvinWoodland<cwoodland@dccouncil.us>
Cc: Jim Graham<jim@grahamwone.com>; William Jordan<whj@melanet.com>; HarryThomas<hthomas@dccouncil.us>; Mary Cheh<mcheh@dccouncil.us>; Marion Barry<mbarry@dccouncil.us>; <mbrown@dccouncil.us>
Subject: FW: [columbia_heights] D.C. parks contracts bypassed council PROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies with connections to Fenty

FYI.... very, very interesting--- a lot now is explained and understood about the renovation with its attitude and process of our Park at 14th and Girard____no wonder.

Mack B. Thompson, III

To: whj@melanet.com
CC: columbia_heights@yahoogroups.com
From: whj@melanet.com
Date: Thu, 22 Oct 2009 22:10:09 -0400
Subject: [columbia_heights] D.C. parks contracts bypassed council PROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies with connections to Fenty

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D.C. parks contracts bypassed council
PROJECTS MOVED VIA HOUSING AUTHORITY
Jobs went to companies with connections to Fenty

By Nikita Stewart
Washington Post Staff Writer

Friday, October 23, 2009

D.C. Mayor Adrian M. Fenty's administration has funneled at least $72 million to the D.C. Housing Authority to build a dozen parks, ballfields and recreation centers, a process that has circumvented D.C. Council oversight and awarded contracts to firms with ties to the mayor.

By law, the council must approve contracts that exceed $1 million. Last month, contracts for as much as $16 million went to various construction companies as part of the mayor's effort to improve the city's parks system.

Banneker Ventures, a firm owned by a Fenty fraternity brother, Omar Karim, is the construction manager on every project, according to a list of the projects compiled by the council. The general contractor on two of the projects is RBK Landscaping and Construction, which is owned by Keith Lomax, a friend of Fenty's who drew attention this year for illegally driving the mayor's city-owned sport-utility vehicle.

Four council members are requesting that City Administrator Neil O. Albert and other members of the administration who had oversight of the projects appear at a round-table meeting Oct. 30 to discuss the matter. Late Thursday, they sent the mayor a letter raising concerns about the process for awarding the contracts.

"It defeats transparency. Let me put it more strongly. It looks sneaky," council member Mary M. Cheh (D-Ward 3) said Thursday in an interview.

Fenty, a triathlete, has made recreation a priority for his administration, holding groundbreaking ceremonies for playgrounds, pools and dog parks nearly every other weekday during the summer. But the mayor's announcements, which some critics have described as little more than campaign events, did not correspond with the recreation capital budget, said council member Harry Thomas Jr. (D-Ward 5), chairman of the Committee on Libraries, Parks and Recreation.

"I asked my staff, 'Why aren't these contracts matching up with the scope of work that was going through the committee?' " Thomas said.

Some talks with housing authority and parks officials this week led to the discovery of millions of dollars in projects that the council never approved. Thomas said it appears the money was taken from the Department of Parks and Recreation, given to the Office of the Deputy Mayor for Planning and Economic Development and then passed through the quasi-government agency

that operate the city's public housing system.

Thomas said he wanted to know how Banneker received the 12 contracts last month. "There are some real concerns that one contractor could win competitive contracts 100 percent of the time," he said.

Herndon-based Regan Associates is teamed with Banneker in all the projects. Sean M. and Thomas J. Regan, who head the real estate advisory firm, have contributed heavily to Fenty's 2010 campaign.

Dena Michaelson, a spokeswoman for the housing authority, said Thursday that she did not have information about the projects. She also said she did not know whether the contracts had been competitively bid.

But she said it is not unusual for city officials to route money through the housing authority for construction work. "They tap into us . . . to get the projects off the ground," Michaelson said. "We get projects going fast, and we keep costs low."

The mayor's office did not answer questions about why it went through the housing authority to build the facilities. Late Thursday, spokeswoman Mafara Hobson said in an e-mail: "The District of Columbia Housing Authority (DCHA) is an independent entity with autonomous procurement authority. The Administration values its long standing partnership with the Authority, and defers to DCHA with respect to any statement about its procurement process." The questioned contracts mark another controversy for the parks department.

The council, led by Thomas, recently rejected Ximena Hartsock as the mayor's pick to be the agency's director. She was the first Fenty Cabinet pick to not be confirmed.

Council members Marion Barry (D-Ward 8) and Kwame R. Brown (D-At Large) joined Thomas and Cheh in sending the mayor the letter about the recreation spending and calling for the round table.

The dozen projects stretch across the city. The largest contracts were $16 million for the Rosedale Recreation Center in Northeast, $15 million for the Barry Farm Recreation Center in Southeast and $12 million each for the Fort Stanton Recreation Center in Southeast and Kenilworth Recreation Center in Northwest.

Karim, whose firm managed the projects, did not return a call seeking comment. At one time, Sinclair Skinner, a campaign coordinator in Fenty's 2006 mayoral bid and also a fraternity brother, did community outreach work for Banneker.

Skinner has come under fire for his involvement in donating a firetruck and ambulance to a town in the Dominican Republic, and his role is being investigated by the Inspector General's Office and the council.

Under the Fenty administration, Banneker Ventures has become a major player in development. It is part of a partnership selected to build the long-awaited $700 million Northwest One New Communities project, which will replace the low-income Sursum Corda cooperative and Temple Courts housing complex.

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From:	Arthuro V. Lawson
To:	Moneme, Emeka (DDOT); Fuller, Freddie (DDOT); Graham, Jim (COUNCIL); Barry, Marion (COUNCIL); agiancol@naco.org
Cc:	Jeanine I Black
Subject:	Postponement of WMATA Board Executive Session on the MonumentSettlement
Date:	Wednesday, April 09, 2008 1:13:27 PM

This is to confirm what I suspect most of you already know, that we have decided to forego tomorrow's Executive Session to address the Monument Settlement and to postpone it until April 24th, which is the date of a regular Board Meeting. There are other matters including Rosslyn Centro and Florida Avenue which may need to be discussed at the Exec. Session on April 24. We have postponed Board action because there are necessary portions of the Monument settlement which have not yet come together. Monument and Ackridge only exchanged their due diligence paperwork yesterday and as a result they have not yet signed off on the settlement. There are also matters which require further discussion between the District and Monument and the District and Ackridge. At the moment we expect all the pieces to fall into place.

Art Lawson
District of Columbia Government Relations Officer
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW. 2A12
Washington, DC 20001
202.962-1050
alawson@wmata.com

From: LaCai Raine
To: Danny Gibson; Woodland, Calvin (COUNCIL)
Subject: Fw: [concerned4DCPS] Fenty's DCHA Contracts: Some Questions (City Paper, City Desk blog)
Date: Saturday, October 24, 2009 5:34:30 PM

Again, please red the names of the construction companies who received these very lucrative contracts...Blue Skye is among them as well, so why did neither the Mayor or Blue Skye work with the Calvin Woodland Sr. Foundation to employ some of our guys, it would have been win-win situation for all parties concerned, if they really cared about employing the residents of the District of Columbia or Ward 8.

This is such a eye-opener.

Wendy

"Don't be afraid to feel as angry or as loving as you can, because when you feel nothing, it's just death."—Lena Horne

----- Forwarded Message ----
From: "WKPW3@aol.com" <WKPW3@aol.com>
To: ward5@yahoogroups.com; concerned4DCPS@yahoogroups.com
Sent: Sat, October 24, 2009 11:54:57 AM
Subject: [concerned4DCPS] Fenty's DCHA Contracts: Some Questions (City Paper, City Desk blog)

http://www.washingt oncitypaper. com/blogs/ citydesk/ 2009/10/23/ fentys-dcha-contracts- some-questions/

Fenty's DCHA Contracts: Some Questions

Posted by Mike DeBonis on Oct. 23, 2009, at 8:16 pm

*You have questions about the $82 million dollars in parks-and-rec spending that Mayor **Adrian M. Fenty** is sending to the D.C. Housing Authority? LL has (some) answers!*

What are these projects?

According to data furnished by the D.C. Council, they are 12 projects to renovate 12 parks or recreation facilities. One, to build a $1.3 million ballpark at Emery Rec Center, was awarded in January. The rest—concerning 7th and N park ($800,000), Bald Eagle Rec Center ($5.3M), Barry Farm Rec Center ($15M), Chevy Chase Playground ($1.3M), Fort Stanton Rec Center ($12M), Guy Mason Rec Center ($3M), Justice Park ($12M), Kenilworth Rec Center ($12M), Park View ballfield ($1.2M), Rosedale Rec Center ($16M), and a new park in LeDroit Park ($1.7M)—were awarded last month.

Why are contracts being sent to DCHA?

From the Fenty administration's perspective, going through DCHA allows projects to get off the ground faster. "We build housing, we remodel housing, we have extensive experience in construction management," says DCHA

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spokesperson **Dena Michaelson**. "We have in-house skill set to do all this stuff. That's what we bring to the table." DCHA has what's called "independent contracting authority," meaning it's not subject to the usual onerous procurement requirements of the rest of government. But there's also the question of transparency: Today, after this arrangement hit the papers, Attorney General **Peter Nickles** determined that DCHA was required to send contracts worth more than $1 million to the D.C. Council for approval. But it seems that DCHA was not already in that practice. In any case, the use of DCHA as a city vendor has been on the rise as of late. According to a review of city purchase orders, DCHA had been sent $20.6 million worth of District work in 2006, $29.8 million in 2007, and $22.5 million in 2008. So far this year, DCHA has been handed $57 million from the city, not counting the bulk of the controversial contracts.

What is DCHA's contracting process?

According to Michaelson, the agency's procurement procedures are modeled on the federal government's. The vast majority of DCHA's funding comes through the federal Department of Housing and Urban Development; the city money being sent to DCHA is a "drop in the bucket," she says. The DCHA board, which is appointed by the mayor with the consent of the council, reviews all contracts let for more than $250,000. In this particular case, the contract to serve as manager for all 12 parks-and-rec projects was released for bids simultaneously; 13 firms competed, Michaelson says. A joint bid by Banneker Ventures and Regan Associates won. How individual contracts were then let to construction contractors for each project is still unclear.

How are these firms profiting from the city?

In many ways. Since July 2008, Banneker Ventures, run by Fenty frat brother **Omar Karim**, has been authorized to receive $1.6 million in direct city funding. That was to serve as construction manager on a pair of projects: the reconstruction of Walker-Jones Elementary School and the rebuild of the Deanwood Recreation Center. Banneker is also a developer as well as a construction consultant, having been part fo the team selected in 2007 to rebuild the Sursum Corda/Temple Courts area as "Northwest One." Those two roles have entangled: Earlier this year, Karim was also included on a panel convened by the deputy mayor's office to review submissions for the redevelopment of Stevens Elementary School in Foggy Bottom. Sources close to the process expressed concern at the time to LL about Karim's dual role as a developer and a city-paid consultant. In the latter role, there was concern that Karim would have access to bidders' closely-held financial data—information that could give Karim a leg up in future projects he might bid on. There's also RBK Landscaping & Construction, the company owned by famed Fenty chauffeur **Keith Lomax**, which has raked in $16.6 million in authorized funds since 2005, most of it through **Allen Lew**'s school construction office—which, like DCHA, has independent contracting authority and is exempt from the usual procurement processes.

What is fishy about all this?

First, the cast of characters. Virtually all of the firms involved (Banneker, RBK, Blue Skye Construction, Capital Construction, Dustin Construction, Forney Enterprise Construction, Forrester Construction, Hamel Construction, Winmar Construction) are major Fenty donors or allies. And Banneker isn't just an ally—it has been associated with some of Fenty's closest associates. Besides Karim, the firm has in the past employed **Warren C. Williams Jr.**, whose involvement in a lottery contract bid drew immense political heat, and **Sinclair Skinner**, the street activist turned sharp-dressed consultant who seems to be caught up in every mayoral mess.

Second, the timing. The contracts were let in the waning days of **Michael Kelly**'s tenure as DCHA general manager; he left amid rumors that Fenty wanted him out—perhaps to be replaced by Skinner's running buddy **David Jannarone**, the mayoral director of development. Add to that the parks-and-

rec angle: **Clark Ray** was mysteriously ousted from the head of that agency earlier this year among reports that he clashed with his superiors—was this the reason why?

Third, the secrecy. Even if you buy the implication of Nickles' ruling—that the Fenty administration in no way condoned the letting of big contracts behind the council's back—the contracts went out through the back door. Rather than "reprogram" the funds in a council-reviewed process, it seems to funds were simply granted by the parks department over to the housing agency in a process that wasn't discovered until some council staffers stumbled over the arrangement this week. For a guy who ran for office on accountability and transparency, it's awfully opaque.

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From: ANC1A@yahoogroups.com on behalf of whj@melanet.com
To: ANC1A@yahoogroups.com
Subject: Re: [ANC1A] Sunday WP article
Date: Thursday, March 11, 2010 6:40:45 PM

Actually this is pretty much business as usual in Ward 1. The Post has just chosen to pick on one group while ignoring other even involved in the same deals. The CVS deal in our own ANC was not much different.

-----Original Message-----
From: bbpair@aol.com
Sent: Thursday, March 11, 2010 6:01pm
To: ANC1A@yahoogroups.com
Subject: Re: [ANC1A] Sunday WP article

This is a hot mess!!!

-----Original Message-----
From: Lisa Kralovic <lisakralovic@yahoo.com>
To: ANC 1A <ANC1A@yahoogroups.com>
Sent: Thu, Mar 11, 2010 10:38 am
Subject: [ANC1A] Sunday WP article

In case you missed this article. Park Morton is mentioned and our very own, Lenwood Johnson, is quoted.
http://www.washingtonpost.com/wp-dyn/content/article/2010/03/07/AR2010030701156.html?sub=AR

Friends share in D.C. Mayor Adrian M. Fenty's good fortune

By Nikita Stewart and Paul Schwartzman
Washington Post Staff Writer
Sunday, March 7, 2010; 10:09 AM

Before Adrian M. Fenty was elected D.C. mayor in 2006, Sinclair Skinner lived in a worn, two-story brick home on Georgia Avenue NW above his dry cleaning business, a venture that collapsed in financial ruin.

But Skinner had one valuable asset: his relationship with Fenty (D), then a D.C. Council member. They had known each other since they attended Howard University in the 1990s and belonged to the same fraternity.

As field director of Fenty's mayoral campaign, Skinner spent hundreds of hours with the candidate knocking on doors across the city. After Fenty's victory, Skinner started an engineering firm that soon landed work on at least three city projects, according to public records.

In addition, the records show, Skinner's firm was a subcontractor on the rebuilding of city parks and recreation centers -- work that paid about $700,000. Skinner, 40, bought a Porsche and a handsome $654,000 brick house a few blocks from the mayor's house in the Crestwood neighborhood in Northwest Washington.

Skinner and Omar Karim, another Howard graduate and fraternity brother, are at the center

of a coterie of Fenty friends who since the mayor's election have traveled from the political margins to the center of power and influence, often helping one another along the way.

On Friday, the D.C. Council appointed a special counsel to investigate the Fenty administration's awarding of $86 million in construction projects at city parks and recreation centers without the council's approval, which is required on contracts exceeding $1 million. The investigator is expected to examine whether the city showed favoritism to the mayor's friends in awarding the deals.

The mayor's friends were relatively unknown before Fenty's rise: engaged in neighborhood activism, working for a developer or running a nightclub or a landscaping business. After Fenty became mayor, the men prospered, starting or expanding companies that have repeatedly landed development and construction projects awarded by the D.C. government. Karim's roster includes a $4.2 million contract to oversee renovation of at least 16 parks and recreation centers. The Fenty administration did not seek council approval for that contract but now says it should have done so.

Politicians have long cultivated circles of lawyers, developers and lobbyists who, in turn, thrive on access to government's highest levels. But Fenty's friends have risen from obscurity at a pace that has captured the attention of the political and business establishments and fostered an image that is seemingly at odds with Fenty's campaign themes of reform and transparency.

"They're suddenly doing so well at the trough of government," said D.C. Council member Mary M. Cheh (D-Ward 3). "There's this network where they all help each other. They all get rich together. It makes you wonder what's going on. What we know is they're friends of Fenty."

Karim and Skinner declined to comment through their attorney, A. Scott Bolden. Karim recently testified at a council hearing on the parks contracts that he had done nothing wrong. Skinner has not responded to a subpoena from the council, contending that he was improperly served. Last week, a D.C. Superior Court judge ordered Skinner to testify this month or face $1,000-a-day fines for each day he does not appear.

After Fenty's election, Skinner and Karim were not shy about mentioning their mayoral ties as they tried to attract business partners or obtain consulting work, according to five developers and consultants who spoke to the men about possible deals. The sources spoke on the condition of anonymity because they said they fear retribution from the Fenty administration.

R. Donahue Peebles, a developer who has considered challenging Fenty in the 2010 mayoral race, has spoken openly about how political networking during Marion Barry's reign as mayor helped him land his first major real estate deal. After critics accused Peebles of benefiting from cronyism in the mid-1990s, the developer became infuriated and relocated to Miami for a decade before turning his attention back to the District, where the Fenty administration has twice rejected his company's bids for city projects.

Since his return to Washington, Peebles said, at least two of Skinner's associates suggested that he hire Skinner, who they said could help him win District projects and gain access to the mayor and his top aides. Peebles said the associates told him that Skinner's fee was $10,000 to $20,000 a month.

Peebles said Karim approached him after an appearance on the Howard campus in 2007 and told him that Fenty was seeking to empower a new group of minority builders, including Karim. As African Americans, Karim and Skinner could benefit from city requirements that developers partner with minority-owned companies.

Karim, Peebles said, told him that "if I wanted to get to do a development deal with the

District of Columbia government under Fenty, I'd have to do business with them and their circle, this new inner circle. He gave me this whole spiel about how it was a new day and how the old guys' day was up. Essentially, the message was I was going to need him."
Peebles said he was angered by what he considered a "flagrant pay-to-play overture." He rejected Karim's offer, he said, and refused to hire Skinner.
Another developer, who renovates commercial and residential properties in the city, said Skinner told him that he represented Liberty Law, owned by Karim, which could provide lobbying services for $25,000 a month even though it is not a registered lobbyist. "They wanted a big part of it up front: $200,000," said the developer, who spoke on condition of anonymity because he does not want to antagonize the Fenty administration.
The developer said that when he asked Skinner what services he would provide, Skinner told him, "You need some stuff, don't you?"

'Because of their expertise'

Fenty declined to talk in detail about his relationships with Skinner and Karim. In a brief interview as he left a news conference last month, he said his administration has awarded contracts properly.
Bolden, speaking for Karim and Skinner, acknowledged that his clients have been real estate consultants, but he said: "They're consultants because of their expertise. It has nothing to do with access to the mayor. [To imply otherwise] devalues their educational background, their entrepreneurship, their love of this city."
He added: "They're Howard graduates. They're fraternity brothers. They're friends with the mayor. Maybe they like doing business together. Anything illegal, inappropriate about that?"
Karim's rise as a developer has been swift, and his portfolio consists mostly of projects awarded by the Fenty administration. Karim, 35, worked for a small developer before starting Banneker Ventures LLC during Fenty's campaign for mayor. Since 2005, Karim, his wife and his firm, which has offices two blocks from the White House, have contributed $10,000 to Fenty campaigns.
In addition to holding parks contracts now under investigation by the special counsel, Karim's company was on the team the Fenty administration chose for the $700 million redevelopment of the area around the Sursum Corda housing complex near North Capitol Street.
Banneker Ventures has played various roles in city projects, sometimes joining with other developers to win a contract and sometimes being hired to manage construction projects, a role that allowed Banneker to hire subcontractors who are also the mayor's friends.
On one project, after Banneker Ventures was hired as a planning consultant, the city later awarded the contract for the project to one of Karim's partners. Karim also worked for the city reviewing developers' proposals on two other projects.
Peter Nickles, the D.C. attorney general and a longtime Fenty adviser, said he sees nothing unusual in the frequency with which Fenty's friends have obtained city work. "They're young, African American guys trying to get involved . . . in the business of the city," he said. "You got a prime contractor, and the prime contractor shows it can get things done. . . . The prime has people it trusts."
Another Fenty friend who has prospered is Keith Lomax, a substitute teacher at Mackin High School in the 1980s, when Fenty was a student there. Lomax's construction company has received nearly $16 million in D.C. contracts since Fenty took office, records show. Bolden, also Lomax's attorney, said the contractor would not comment for this article.

Skinner's ascent

Within Fenty's circle, no one else has risen as dramatically as Skinner, who was broke and drove a dented sedan when he went to work for the campaign.

At Skinner's dry cleaning shop on Georgia Avenue, he put up a poster of himself shaking hands with Sherman Hemsley, the actor who played dry cleaner George Jefferson in "The Jeffersons," the TV sitcom known for its "Movin' On Up" theme song. But dry cleaning was not Skinner's way up.

In 2003, about the time his Georgia Avenue property was foreclosed on, Skinner closed a second location, on Rockville Pike, leaving behind a pile of clothing that Montgomery County officials had to return to its owners, said Ralph L. Vines, an administrator in the county's Consumer Protection Office. By 2006, Skinner owed the District $17,238 in rent for a spot he had leased at Judiciary Square, according to a settlement in which Skinner agreed to pay the city the back rent.

Skinner's finances improved during Fenty's campaign, which paid him nearly $70,000, according to city records. Sixteen months after the election, Skinner formed Liberty Engineering and Design, which Karim's company hired as a subcontractor on the parks renovations. Invoices show that Liberty has charged Banneker Ventures about $700,000. The council investigated Banneker's contract after discovering that the administration had awarded it without the required legislative approval.

Skinner has courted controversy throughout Fenty's time in office.

Although he has no job in the administration, Skinner, working with a Fenty aide, orchestrated the donation of a city-owned firetruck and ambulance to a town in the Dominican Republic without the knowledge or approval of the D.C. Council, according to a council investigation. The probe described Skinner as "well-connected" and concluded that "inside connections and access . . . resulted in a loss of value to the District government."

Kappa Alpha Psi, the fraternity to which Skinner, Karim and Fenty belong, publicly thanked Skinner for organizing a $37,000, taxpayer-funded reception last August celebrating the fraternity. Nickles declared the use of city funds improper and told the fraternity to reimburse the District.

Despite such incidents, Skinner and Fenty have remained close. At a birthday bash for Skinner atop Macy's downtown rooftop in 2008, hundreds of well-wishers danced to live go-go music as the mayor took out his cellphone to snap photos of the birthday boy.

Against gentrification

Fenty met Skinner at Howard when the future mayor was a law student and Skinner was studying engineering. At the time, Skinner later told campaign colleagues, he would deliver meals to Fenty, who would hole up in his room for marathon study sessions.

From his earliest years in Washington, Skinner demonstrated a penchant for activism, winning election in 1998 to Petworth's Advisory Neighborhood Commission.

Lenwood Johnson, a commissioner and friend, said Skinner opposed white professionals migrating to the Northwest Washington neighborhood, if only because they could raise property values and drive out longtime residents and businesses. "He'd say, 'Why are they moving over here?' "

Joe Englert, who owns taverns in the District, was planning to open another in Petworth in 2006. Skinner confronted him, asking, "Why would a white man open a business on Georgia Avenue?" said Englert, who is white. "It was hard to respond, it was so outrageous."

As president of a business association, Skinner published the Georgia Avenue Defender, which in 2005 lampooned council member Jim Graham (D-Ward 1) as "Gramzilla," slayer of black-owned businesses. During his campaign, Fenty rebuffed demands by Graham and others to disavow or fire Skinner.

After the election, Fenty's aides tried to find Skinner a government post, said two former

administration officials and a former campaign volunteer. Fenty, meanwhile, on several occasions promised that his friend would not get a job. Asked last month about the administration's efforts on Skinner's behalf, the mayor said only that "he doesn't have a role in my administration."

Skinner started his engineering firm and another company, renting space downtown and in an unmarked house with bars on the windows on Martin Luther King Jr. Avenue SE.

By then, Skinner was close to Warren Williams Jr., who owned Club U, a nightclub on U Street that was shut down in 2005, during the administration of Mayor Anthony A. Williams (D), after a patron was fatally stabbed. Warren Williams also owned an apartment building where tenants complained of rat infestation and no heat. In 2008, council members cited the stabbing and the building when they criticized Fenty's choice of a team that included Warren Williams to manage the D.C. Lottery.

During Fenty's campaign, Warren Williams, at Skinner's suggestion, joined Karim at Banneker Ventures, Williams said. After the election, the developers won several D.C. projects, including managing reconstruction of Walker-Jones Educational Complex and work on redeveloping a theater in the Deanwood neighborhood in Northeast.

The administration and the D.C. Housing Authority picked Banneker Ventures as "master planning consultant" for the redevelopment of the Park Morton housing project in Petworth. After Karim and Warren Williams split up in 2008, the District chose Williams's company, the Warrenton Group, as co-developer of Park Morton. Williams, in an interview, said his company was chosen because of its competence, not its political connections.

Ben Soto, Fenty's campaign treasurer, said the mayor's ties to Skinner and Karim are rooted in a common commitment to improve the city. "He likes people who have a sense of urgency," Soto said. "Omar and Sinclair have that." Their bond, Soto said, trumps any political embarrassment. "When Adrian knows you have his back, it's a hiccup."

Although the friends have benefited from minority contracting rules, access to the mayor does not ensure winning bids, Soto said. The District twice rejected proposals from Karim's company, said Sean Madigan, a city spokesman.

Former mayor Barry (D), now the Ward 8 council member, said Fenty's friends have turned up in D.C.-sponsored projects often enough to raise questions.

"There's nobody in this government more Afro-centric than I am, but you can't hide behind that," said Barry, a longtime advocate of minority set-asides. "The problem I have is the circle is so small. The same ones over and over again. It's not fair."

Lomax is among the Fenty friends helped by Banneker Ventures. Banneker hired Lomax's RBK Construction for at least $3.5 million of the $16 million in D.C. contracts that RBK has received since Fenty took office. That's up from $1 million in city work that RBK got during Anthony Williams's administration.

The D.C. inspector general and the city auditor in May began investigating whether Lomax, a Prince George's resident, falsely used a house in Northeast Washington as a business address to improve his chances of winning city business. Lomax declined to comment.

The investigation, which is continuing, apparently has not dampened Fenty's friendship with Lomax. On a recent Saturday, the pair attended a Georgetown-Duke basketball game, where they posed for photos with President Obama.

Nor have Skinner's troubles made the mayor rethink their relationship. One night last month, as Fenty trolled for votes in the Northeast neighborhood of Burrville, there, following the mayor as he knocked on doors, was Sinclair Skinner.

Lisa Kralovic
ANC 1A01 cell 202-280-8935

Reply to **sender** | Reply to **group** | Reply **via web post** | **Start a New Topic**
Messages in this topic (**3**)

RECENT ACTIVITY:
Visit Your Group

on the web
http://groups.yahoo.com/group/ANC1A/
There is a calendar,links,and files section
with records of ANC 1A from 2001 to the present.

Yahoo! Groups

Switch to: Text-Only, Daily Digest • Unsubscribe • Terms of Use

From: Debose, Brian (Council)
To: Graham, Jim (COUNCIL); "Tahirah Hairston"
Subject: RE: Interview Request - Hilltop Newspaper
Date: Wednesday, March 24, 2010 6:05:55 PM

I filled out your questionaire below.

From: Graham, Jim (COUNCIL)
Sent: Wednesday, March 24, 2010 5:36 PM
To: 'Tahirah Hairston'; Graham, Jim (COUNCIL)
Cc: Debose, Brian (Council)
Subject: RE: Interview Request - Hilltop Newspaper

My communications director will send you the answers.

Bests Jim,

From: Tahirah Hairston [mailto:thairston16@yahoo.com]
Sent: Tuesday, March 23, 2010 6:45 PM
To: Graham, Jim (COUNCIL)
Subject: Re: Interview Request - Hilltop Newspaper

Good Evening Councilman Graham,

I am currently working on a story about the land and Omar Karim and I would like your side of the issue and also to clarify fact from fiction before I publish my story - my question are below. If you could answer these question by 8:15 tonight that would be great.

1. According to Omar Karim he has been awaiting approval to build on the land contracted with WMATA since April 2008 due to waiting on the board to vote. Why has the process been so long for him to be approved? Is this the normal process for developers or are there other stipulations? If so, what are they?

Mr. Karim and six other firms submitted Request for Qualifications (RFQ). The proposals were to develop two parcels of land,
one parcel owned by Metro and a second parcel owned by a private citizen. This is the
normal process; Metro Real Estate has to review the proposals and submit recommendations, development partners and financing must be attained before the board can approve it.

2. When the term sheet ends on March 31st for Karim, what will happen? Will the land be given to someone else?

I believe the process will start anew with a new RFQ. The land owned by Metro was never to be sold but leased.

3. When looking for builders what are some of the qualifications the WMATA looks for as far as experience, economic stability, etc.?

That is a question better answered by the real estate arm of WMATA. Certainly, a resume containing past projects, financing and a competent builder are necessary. I do not have the expertise beyond

that.

4. Have Karim and you spoken directly about the issue? If so, what was the response?

5. According to Karim, his building project keeps getting taken off of the agenda. If so, why is this? Are there plans to put it back on the agenda?

There are not sufficient votes on the board for this project to pass. So it has been pulled each time.

6. Please explain the process that developers must go through when developing through WMATA. Does the whole board have to vote to approve or one person? What role do you play in this?

The entire board has to vote on these projects. I am one board member with one vote.

If you need any clarification, please let me know. Thanks again.
- *Thank You*,
Tahirah Hairston
Howard University '12
Hilltop Campus Editor
Freelance Journalist
E: thairston16@yahoo.com
C: 248.705.4427
Blog: http://byanymeansbefabulous.blogspot.com/

Live. Love. Laugh. Any By Any Means Be Fabulous.

From: "Graham, Jim (COUNCIL)" <JGRAHAM@DCCOUNCIL.US>
To: "Debose, Brian (Council)" <bdebose@DCCOUNCIL.US>; "thairston16@yahoo.com" <thairston16@yahoo.com>
Sent: Tue, March 23, 2010 4:05:13 PM
Subject: RE: Interview Request - Hilltop Newspaper

Miss Hairston,

I am aware of the parcels of land you reference in your email. I listened to Mr. Karim's interview on WAMU last week. What is it you would like to know about the parcels along 8th and Florida Avenue?

-----Original Message-----
From: Debose, Brian (Council)
Sent: Tuesday, March 23, 2010 3:55 PM
To: Graham, Jim (COUNCIL)
Subject: FW: Interview Request - Hilltop Newspaper

Council Member Do you have some time to accommodate Miss Hairston?

-----Original Message-----
From: thairston16@yahoo.com [mailto:thairston16@yahoo.com]
Sent: Monday, March 22, 2010 5:39 PM
To: Debose, Brian (Council)

Subject: Interview Request - Hilltop Newspaper

------Original Message------
To: bebose@dccouncil.us
Subject: Interview Request - Hilltop Newspaper
Sent: Mar 22, 2010 5:30 PM

Good Afternoon,

My name is Tahirah Hairston and I am a reporter for The Hilltop Newspaper, Howard University's daily student newspaper. I would like to request an interview with Jim Graham to discuss the an article I am writing about the land Omar Karim, founder of Banneker Ventures, is awaiting approval for building. I would like to interview him as soon as possible - tomorrow would be great. This can be either in-person or over the phone, which ever is best. The best way to contact me would be thairston16@yahoo.com or 248.705.4427.

Thanks,
Tahirah Hairston

Sent via BlackBerry by AT&T

From: Jim Graham
To: Loza, Teddy (COUNCIL); Willis, LaDorsa (COUNCIL); Woodland, Calvin (COUNCIL); Vacca, David (COUNCIL); Locher, Jeanne (COUNCIL); Hernandez, Steven (COUNCIL); Weise, Barry (COUNCIL); Yuckenberg , Jason (COUNCIL); Cohn, Joel (COUNCIL); DeTaeye, John (COUNCIL); Kass, Jonathon (COUNCIL); Logan, Myra (COUNCIL); Muhammad, Sedrick (COUNCIL)
Subject: FW: ANC1B01 LeDroit Park Update
Date: Wednesday, June 20, 2007 8:51:23 AM

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who can go?

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me.

Jim Graham, Councilmember, Ward One, 1350 Pa. Ave., NW, #105, Washington, DC 20004. 202-724-8181; 202-724-8109 (fax).

Chairman, Committee on Public Works and the Environment (including alcohol regulation). Main Committee Number: 202-724-8195. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

Voting member, Board of Directors, WMATA/Metro.

Website: www.grahamwone.com

-----Original Message-----
From: Constance Thomas-Razza [mailto:ctrazza05@verizon.net]
Sent: Tuesday, June 19, 2007 8:24 PM
To: myla moss
Cc: harrisons@adea.org; shoosh@gmail.com; engeljs@comcast.net; feniak-buchanan@worldnet.att.net; frankchauvin1@aol.com; dhuff@casey.org; Lisa Solomon; mmoller@cato.org; bosstimesthree@aol.com; RECunningham1@msn.com; wcarson@ana.org; lavensus.jones@att.net; kenbarksdale@verizon.net; Virginia Bond; svp@howard.edu; mcurry7672@aol.com; lizbda@aol.com; vronstrongdavis@aol.com; Patrick.Burke@dc.gov; elliotd@kadygroup.com; davidcorson@yahoo.com; Marion; Vze4s28b@verizon.net; lennysemon@yahoo.com; Martha.Crabb@verizon.net; karyn.leblanc@dc.gov; silas_blanchard@yahoo.com; zachary.ellis@fhwa.dot.gov; rebeccamrose@verizon.net; cwoodland@dccouncil.us; aliceaughtry@msn.com; douglasschantz@aol.com; paulsbaran@yahoo.com; jim@grahamwone.com; michelle@heelan.com; clintonjones@comcast.net; lwiley517t@msn.com; marco.santiago@dc.gov; mjunge2000@yahoo.com; norm@930.com; bratwood@gmail.com; daryls@kadygroup.com; lawrence.dance@dc.gov; vclark@aamc.org; avarst@aol.com; ressieww@comcast.net; Rebecca W (Rebecca) Westcott; scott@scott-roberts.net; dharvey@aids-alliance.org; milams_tm@hotmail.com; wycarson@aol.com; rob@thesitestudio.com; Aprille.j.ericsson@nasa.gov; awhd@hotmail.com; vkholunov@yahoo.com; nybaron567@yahoo.com; phyllis.eaddy@usdoj.gov; dbryson@macfarlanepartners.com; erlinda_a_doherty@hotmail.com; mother-dears@verizon.net; HairRage1@aol.com; scott_szathmary@yahoo.com; jean@930.com; frank_williams71@hotmail.com; laura.dance@na.amedd.army.mil; dmorris@ccmc.org; Riverhill5001@yahoo.com; baylors3@hotmail.com; mbennett@research.howard.edu; skls96@aim.com; iolajenkins@yahoo.com; ddrice19@yahoo.com; Maria Fyodorova; bryan.martinfirvida@dc.gov; fb.ent@erols.com; rmyers@howard.edu; edwardm.delisi@dc.com
Subject: Re: ANC1B01 LeDroit Park Update

Myla,
Is it possible for you to come to the LeDroit Park Civic Association meeting on Tuesday and lead some discussion of
the Parcel 42 petition? I think it's difficult to explain fully in an email such a matter.
Thanks,
Connie
On Jun 19, 2007, at 4:56 PM, myla moss wrote:

Greetings,

LeDroit/Bloomingdale Meeting

Wednesday, June 20th 6:30 Meeting about the Soon-to-be-Renovated Williston Apartments at St. George's Episcopal Church, U and 2nd Streets, NW

Come with your questions for DC Housing Authority Reps. I am co-sponsoring this meeting with ANC 501C4 Commissioner John Salatti.

WORK ON THE WAY FOR GEORGIA AVENUE; E STREET, NW
Roadway Resurfacing, Sidewalk Work Set to Begin June 25

(Washington, DC) The District of Columbia Department of Transportation (DDOT) is pleased to announce it will begin construction work on two projects on June 25.

Construction will begin on Georgia Avenue NW, from Florida Avenue to Gresham Street on or about June 25, weather permitting. Construction is expected to be completed by August 15, 2007.

Work consists of repairing and replacing sidewalks, alley and driveway entrances, repairing existing curbs and gutters and repairing and replacing wheelchair ramps where necessary.

Additionally, DDOT will mill the existing roadway and resurface it. During construction DDOT will work with those concerned to maintain access to the adjacent residences and businesses.

Secondly, DDOT is slated to start construction work on E Street NW, from 23rd Street to the Potomac Expressway ramp, on or about June 25, weather permitting. Construction is expected to be completed by July 7, 2007.

Work consists of repairing and replacing sidewalks, alley and driveway entrances, repairing existing curbs and gutters and repairing and replacing wheelchair ramps where necessary.

Additionally, DDOT will mill the existing roadway and resurface it.

During construction DDOT will work with those concerned to maintain access to the adjacent residences and businesses. Letters regarding both projects have been sent to affected residents and businesses in the area.

Parcel 42 petition

ONE DC is currently organizing a resident-driven

campaign around Parcel 42 which

is

a plot of vacant public land at 7th and Rhode Island Ave. , NW. Parcel 42, was set aside

to be developed as 96 units of affordable rental housing for households who earn up to $42,000 per year. Parcel 42 is one of the many community benefits ANC Alex Padro and I along with residents negotiated with the

Broadcast Center Partners as a need resulting from the new development known as the Broadcast Center One Project with Radio and TV One.

The petition is one strategy residents identified to get the City to devote the necessary time, attention, and resources to support the

residents

of the District.

I am forwarding this petition to my

constituency in hopes you will support the development of new affordable housing for LeDroit Park/Shaw and the District. Please consider signing the attached petition. Please forward the sign petition via fax to the attention of Jessica Rucker

WMATA
The WMATA parcel development meeting scheduled for tonight has been postponed. When WMATA has selected its finalist I will re-schedule the meeting.

Job Fair

Congresswoman Eleanor Holmes Norton's Job Opportunity Fair Tuesday, July 10, 2007-9:30 am - 4:00 pm. 801 Mt. Vernon Place Washiomgton Convention Center
Hall C Lower Level 2. Interactive Workshop 9:30 -11:00 am. Job Fair 11:00 - 4:00--(Please bring proof youi live in DC such as Driver's Licenses, Pay stubs, bills, & leases). Bring copies of your RESUME!!!

Regards,

Myla Moss
Commissioner
ANC 1B01

The fish are biting.
Get more visitors on your site using Yahoo! Search Marketing.

From: Tahirah Hairston
To: Graham, Jim (COUNCIL)
Subject: Re: Interview Request - Hilltop Newspaper
Date: Tuesday, March 23, 2010 6:44:40 PM

Good Evening Councilman Graham,

I am currently working on a story about the land and Omar Karim and I would like your side of the issue and also to clarify fact from fiction before I publish my story - my question are below. If you could answer these question by 8:15 tonight that would be great.

1. According to Omar Karim he has been awaiting approval to build on the land contracted with WMATA since April 2008 due to waiting on the board to vote. Why has the process been so long for him to be approved? Is this the normal process for developers or are there other stipulations? If so, what are they?

2. When the term sheet ends on March 31st for Karim, what will happen? Will the land be given to someone else?

3. When looking for builders what are some of the qualifications the WMATA looks for as far as experience, economic stability, etc.?

4. Have Karim and you spoken directly about the issue? If so, what was the response?

5. According to Karim, his building project keeps getting taken off of the agenda. If so, why is this? Are there plans to put it back on the agenda?

6. Please explain the process that developers must go through when developing through WMATA. Does the whole board have to vote to approve or one person? What role do you play in this?

If you need any clarification, please let me know. Thanks again.
- *Thank You*,
Tahirah Hairston
Howard University '12
Hilltop Campus Editor
Freelance Journalist
E: thairston16@yahoo.com
C: 248.705.4427
Blog: http://byanymeansbefabulous.blogspot.com/

Live. Love. Laugh. Any By Any Means Be Fabulous.

From: "Graham, Jim (COUNCIL)" <JGRAHAM@DCCOUNCIL.US>
To: "Debose, Brian (Council)" <bdebose@DCCOUNCIL.US>; "thairston16@yahoo.com" <thairston16@yahoo.com>
Sent: Tue, March 23, 2010 4:05:13 PM

Subject: RE: Interview Request - Hilltop Newspaper

Miss Hairston,

I am aware of the parcels of land you reference in your email. I listened to Mr. Karim's interview on WAMU last week. What is it you would like to know about the parcels along 8th and Florida Avenue?

-----Original Message-----
From: Debose, Brian (Council)
Sent: Tuesday, March 23, 2010 3:55 PM
To: Graham, Jim (COUNCIL)
Subject: FW: Interview Request - Hilltop Newspaper

Council Member Do you have some time to accommodate Miss Hairston?

-----Original Message-----
From: thairston16@yahoo.com [mailto:thairston16@yahoo.com]
Sent: Monday, March 22, 2010 5:39 PM
To: Debose, Brian (Council)
Subject: Interview Request - Hilltop Newspaper

------Original Message------
To: bebose@dccouncil.us
Subject: Interview Request - Hilltop Newspaper
Sent: Mar 22, 2010 5:30 PM

Good Afternoon,

My name is Tahirah Hairston and I am a reporter for The Hilltop Newspaper, Howard University's daily student newspaper. I would like to request an interview with Jim Graham to discuss the an article I am writing about the land Omar Karim, founder of Banneker Ventures, is awaiting approval for building. I would like to interview him as soon as possible - tomorrow would be great. This can be either in-person or over the phone, which ever is best. The best way to contact me would be thairston16@yahoo.com or 248.705.4427.

Thanks,
Tahirah Hairston

Sent via BlackBerry by AT&T

From: Graham, Jim (COUNCIL)
To: Debose, Brian (Council); "thairston16@yahoo.com"
Subject: RE: Interview Request - Hilltop Newspaper
Date: Tuesday, March 23, 2010 4:05:15 PM

Miss Hairston,

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Thanks,
Tahirah Hairston

Sent via BlackBerry by AT&T

From: myla moss

To: ledroitpark@yahoogroups.com; Jova, Alberto (MPD); charles.houser@dc.gov; Kucik, George (MPD); lamont.coleman@dc.gov; Mayo, Warren (MPD); aliceaughtry@msn.com; Aprille.j.ericsson@nasa.gov; avarst@aol.com; awhd@hotmail.com; baylors3@hotmail.com; Virginia Bond; bosstimesthree@aol.com; bratwood@gmail.com; MartinFirvida, Bryan (DPR); clintonjones@comcast.net; ctrazza05@verizon.net; Woodland, Calvin (COUNCIL); daryls@kadygroup.com; davidcorson@yahoo.com; dbryson@macfarlanepartners.com; ddrice19@yahoo.com; dhuff@casey.org; dmorris@ccmc.org; douglasschantz@aol.com; edwardm.delisi@dc.com; elliotd@kadygroup.com; engeljs@comcast.net; erlinda_a_doherty@hotmail.com; fb.ent@erols.com; feniak-buchanan@worldnet.att.net; frank_williams71@hotmail.com; harrisons@adea.org; iolajenkins@yahoo.com; jim@grahamwone.com; jmandell71@gmail.com; LeBlanc, Karyn (DDOT); kenbarksdale@verizon.net; laura.dance@na.amedd.army.mil; lavensus.jones@att.net; Dance, Lawrence (DPW); lizbda@aol.com; lwiley517t@msn.com; Santiago, Marco (MPD); Marion; mbennett@research.howard.edu; mcurry7672@aol.com; michelle@heelan.com; milams_tm@hotmail.com; mjunge2000@yahoo.com; norm@930.com; nybaron567@yahoo.com; Burke, Patrick (MPD); paulsbaran@yahoo.com; phyllis.eaddy@usdoj.gov; rebeccamrose@verizon.net; RECunningham1@msn.com; ressieww@comcast.net; Riverhill5001@yahoo.com; rmyers@howard.edu; rob@thesitestudio.com; scott_szathmary@yahoo.com; scott@scott-roberts.net; shoosh@gmail.com; silas_blanchard@yahoo.com; skls96@aim.com; smahteme@yahoo.com; Muhammad, Sedrick (COUNCIL); sushupta@gmail.com; svp@howard.edu; Monea Tamara; vclark@aamc.org; vkholunov@yahoo.com; vronstrongdavis@aol.com; Rebecca W Rebecca Westcott; zachary.ellis@fhwa.dot.gov

Subject: ANC1B01 LeDroit Park Update

Date: Thursday, July 16, 2009 3:33:44 PM

Greetings,

New Development

I provided a letter of support to the DC Department of Housing and Community Development in support of the 9% Low Income Housing Tax Credit Application submitted by the Jazz--Banneker Ventures LLC. As you may have read in the Washington Business Journal the development of this Project will transform the immediate neighborhood injecting a lively mix of commercial and residential activity along the 700 and 800 blocks of Florida Ave. I have worked with Banneker Ventures over the last two years and I am very pleased with their commitment to the revitalization of the community as well as the affordable housing component and retail opportunities. This project moves toward anchoring and stabilizing the eastern end of U Street. Today is the last day to submit public comment however, please see the information below.

The public comment period ends **Thursday, July 16, 2009**. DHCD prefers that comments be submitted to via email to najuma.thorpe@dc.gov . The link to the public comment section of DHCD's website is: http://newsroom.dc.gov/show.aspx/agency/dhcd/section/2/release/17502.

Additionally, below please find sample email content that you may use:

To Whom It May Concern:

My name is _____ and I am a resident of Single Member District 1BO1. As neighbors of the surrounding community, I fully support The Jazz @ Florida Avenue, LLC's application for 9% Low Income Housing Tax Credits with the Department of Housing and Community Development. This mixed-use development project will serve to revitalize the Florida Avenue corridor by transforming two city blocks with much needed retail and residential housing. The project's 26 units of affordable housing is a commendable and necessary component of the Project, which the government should support through financial vehicles such as the tax credits. This will be an amazing project and I fully support The Jazz @ Florida Avenue, LLC's application for tax credits.

Fire Station Naming Ceremony

The northbound lanes of Sherman Avenue, NW , between Barry Place and Euclid Street , will be closed on Saturday, July 18, from 10 am to 6 pm, for a ceremony at Engine Company 4.

Traffic cones will be used to divide the southbound lanes to maintain 2-way traffic on Sherman Avenue , but traffic delays are possible.

Complete information regarding the announcement below may be found on the DC OP/HPO website at: http://planning.dc.gov/planning/cwp/view,a,1284,q,640874.asp

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DISTRICT OF COLUMBIA HISTORIC PRESERVATION OFFICE

HISTORIC PRESERVATION FUND SUBGRANTING ASSISTANCE PROGRAM

FY 2010 GRANT-IN-AID ANNOUNCEMENT

REQUEST FOR APPLICATIONS

GENERAL SOLICITATION NOTIFICATION

The District of Columbia 's Historic Preservation Office (HPO) announces the availability of matching grant funds from the Federal Historic Preservation Fund (HPF) for activities consistent with priorities established under the DC Historic Preservation Plan. The DC HPF subgranting program is made possible through an annual appropriation awarded by the National Park Service.

The DC State Historic Preservation Office is currently soliciting applications for the Open-Project Community competitive selection process. In most cases, subgrant funding applied for must be matched by the applicant at 40% of the total cost of the project. In FY 2010, total grant funds estimated available for subgrants and contracts is $52,000, 10 percent of the estimated federal grant award to the District of Columbia from the National Park Service. The deadline for receipt of any and all applications is **5:00 pm, Tuesday, September 1, 2009.** All applications should be mailed or delivered to the District of Columbia Historic Preservation Office, 2000 14th Street, NW, Suite 401, Washington, DC 20009, and must fully comply with submission guidelines specified in the DC Historic Preservation Fund Grants Manual (available from the DC Historic Preservation Office and on the office website at http://planning.dc.gov).

Eligible applicants for HPF subgrant awards include nonprofit organizations, private individuals, or groups working in partnership with nonprofits, institutions of higher learning, and other agencies of the Government of the District of Columbia .

Eligible activities include community surveys, National Register nominations, structural assessments of registered properties and outreach activities including publications and educational events. Priority will be given to submissions that relate to the District of Columbia Historic Preservation Office Annual Work Plan for FY 2010 and the Historic Preservation Plan for the District of Columbia 2008-2012 (both available from the DC Historic Preservation Office and on the office website at http://planning.dc.gov). Eligible project dates are January 1, 2010 through September 30, 2010 (9 months) and April 1, 2010 and September 30, 2011 (18 months).

All grants will be reviewed using a standardized rating system based on the merits of the project, the

ability of the applicant to complete the project, availability of funding, and distribution of project type and location. Final grant award decisions will be made by the DC State Historic Preservation Officer and approved by the National Park Service. Letters of support from ANC's and neighborhood organizations will be factors considered during the review process.

An original and two (2) copies of the application and proposal must be submitted for each project proposed. Additional information on the grant application procedures and submission requirements may be obtained from the DC Historic Preservation Office at 2000 14th Street, NW, Suite 401 , Washington , DC 20009 , or at (202) 442-8835 (phone) or (202) 442-7638 (fax).

The 2009 UDC David A. Clarke School of Law (UDC-DCSL)
Community Service Partnership Fair

Thursday, August 13, 2009
3:00 - 5:00 p.m.
4200 Connecticut Ave NW
Building 39 Room 205 (second floor)

To register: http://www.law.udc.edu/event/2009_Community_Service_Fair

We are pleased to invite representatives of non-profit organizations providing legal assistance to DC residents; D.C. and U.S. government agencies; and the judiciary to meet members of UDC-DCSL class of 2012 seeking opportunities to provide law-related public service.

Pro bono service is an integral part of the UDC-DCSL curriculum. All first year students are required to provide a minimum of 40 hours of law-related pro bono service that benefits residents of the District of Columbia. Beyond this initial experience many of our students continue their relationship with their host organization through UDC-DCSL funded summer fellowships, and/or internships for academic credit.

We invite you to send a representative to this event. We will provide space for you to meet with students and set out your materials.

To register: http://www.law.udc.edu/event/2009_Community_Service_Fair

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Washington Gas Newsletter

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IN THIS ISSUE:

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WASHINGTON GAS RECEIVES HIGH MARKS FOR PHILANTHROPY
JOINT UTILITY DISCOUNT DAY
WASHINGTON GAS ESTABLISHES DAMAGE PREVENTION HOTLINE
PIPELINE SAFETY
METER TAMPERING/THEFT
ENERGY ESSENTIALS NEWSLETTER FOR D.C. CUSTOMERS - SUMMER EDITION
IMPORTANT CONTACT INFORMATION

Regards,

Myla Moss

Commissioner

ANC1B01

From: LaCai Raine
To: Danny Gibson; Woodland, Calvin (COUNCIL)
Subject: The New Cronies Adrian Fenty, some frat buddies, and $86 million in city spending
Date: Thursday, October 29, 2009 8:53:47 PM

HOW SICK AND SAD IS THIS...LOOK FOR ME TOMORROW WHEN I TESTIFY SAT THE HEARING! wish me luck!

visit greenworkscleaners.com

The New Cronies Adrian Fenty, some frat buddies, and $86 million in city spending.

By Mike DeBonis
Posted: October 28, 2009

He calls him "God."

He says things like this: "I spoke to God, and God wanted me to have this." Or "God wants us to live well." Or "God's going to make it rain."

Those sound like the words of a priest. But this man is not a priest; he is a developer named **Omar Karim**.

He does not speak in churches; he talks about "God" in VIP rooms and cigar lounges and in private meetings with investors.

And "God" is not God; "God" is Mayor **Adrian M. Fenty**.

Has "God" been good to Omar Karim? Someone, somewhere, has been good to Karim.

His firm, Banneker Ventures, has been cut in on one of the biggest redevelopment deals in the city—the sprawling project to turn the old Temple Courts and Sursum Corda housing projects into a gleaming mixed-use, mixed-income development called Northwest One. Banneker has also won lucrative contracts to serve as co-construction managers for a pair of city projects: a rebuild of Walker-Jones Elementary School and a new Deanwood Recreation Center—projects that have helped send $1.8 million to Karim's company since July 2008.

And now comes the revelation that Banneker has won the right to manage tens of millions of dollars in parks construction contracts—contracts that had been sent to the D.C. Housing Authority (DCHA) in a governmental sleight of hand engineered in such a way as to elude D.C. Council oversight or at the very least, short-circuit city procurement practices.

Banneker Ventures, over the past two years, has been the subject of much whispering in political and development circles. That's thanks, in no small part, to its ties to three of the most controversial characters in Fenty's political sphere.

First comes the 36-year-old Banneker co-founder Karim, a law school classmate and Kappa Alpha Psi fraternity brother of Fenty's. The other co-founder is **Warren C. Williams Jr.**, the businessman whose involvement in a bid to operate the D.C. Lottery led to a political showdown at the D.C. Council. Williams has since split with Karim, forming his own development enterprise, the Warrenton Group.

And then there's **Sinclair Skinner**, the controversial street activist turned consultant and fixer who has maintained his place in the Fenty inner sanctum. He has done work for Banneker in the past, though the nature of his ongoing relationship with the firm is unclear. But his utility to Fenty is ongoing; Skinner was spotted last week campaigning in Hillcrest with Fitzgerald.

Banneker's emissaries know where to find top officials in the city development apparatus—especially development director **David Jannarone** and former deputy mayor and now City Administrator **Neil O. Albert**. They've been planted in the city entourage at the yearly Las Vegas retail convention; they're fixtures at the regular happy hours that the deputy mayor's office throws at swank locales; Jannarone and Skinner famously traveled together to the Dominican Republic, gifting city emergency equipment in the process.

Whether Banneker could compete for city contracts on its own bona fides is a matter of debate. It's a small, young firm without the sort of track record this city's premier developers—the **Jim Abdos** and **Chris Donatelli**s and **Doug Jemal**s—can point to. Not by a long shot. Yet the company has found sustenance away from the tent of D.C. municipal contracting. It competed for, and won, the right to develop a highly sought Metro-owned parcel. Banneker is currently trying to come to terms with financiers to start construction on what's tentatively called Jazz @ Florida Avenue.

And Karim's expertise is apparently such that he appeared earlier this year on a panel of judges tasked with choosing who would redevelop the former Stevens Elementary School. Multiple developers expressed concern to LL that Karim, as a potential competitor in future projects, would have had access in his judging role to their proprietary financial figures.

If there are any holes in the Banneker CV, perhaps the deal with DCHA will close them. The company—jointly bidding with Regan Associates, a well-regarded Herndon management and development firm—won the right from DCHA to manage the parks projects, beating out 12 others. By LL's deadline on Tuesday evening, much was still unknown about the contract. The D.C. Council was circulating a contract list of unknown origin showing that the deal involved 12 projects to renovate parks or recreation centers totaling $82 million and that the individual projects had been let to several construction firms, all of which had donated early and heavily to Fenty's re-election campaign. DCHA would confirm only that Banneker had won the single contract to manage all of the projects, saying the remainder of the contracting had not been approved.

After months of CFSA and DPR and AG, DCHA is a refreshing acronym to find in the headlines. Here's an agency that has escaped public attention for most of the nine years since it left receivership, and that's part of its appeal as a channel for hassle-free contracting. The parks deal was done through the D.C. Housing Enterprises, a nonprofit wholly owned by DCHA that manages projects for other government agencies. "It's a win-win," says DCHA spokesperson **Dena Michaelson**, referring to a process in which her agency uses its managerial muscle and other agencies get their projects done faster.

And there's been a lot more winning of late. From 2006 to 2008, DCHA transfers never broke $30 million. But since January, more than $57 million has been sent to the quasi-governmental entity, accountable to its own mayorally appointed board. That doesn't include the bulk of the parks money. (Not all of the money, however, is apportioned to construction projects.)

Funneling contracts through DCHA aligns with Fenty's git-'er-done governing ideology. Besides a new school, nothing makes an impression on constituents (and voters) like a sparkling new park or rec center. In an attempt to become the Domino's of new-parks delivery service, Fenty last November tried to hand DPR projects over to the independent schools facilities shop administered by **Allen Y. Lew**. The power move ran into opposition from council parks committee chair **Harry Thomas Jr.**, who pushed through a bill preventing any transfer of DPR projects outside the agency—and thus evading his oversight.

Timing, as they say, is everything. The Banneker contract, Thomas says, was approved in late September, as DCHA's longtime executive director, **Michael Kelly**, already had one foot out of the door toward his new job as New York City's public housing chief. It also may shed some light on the reason for the sudden termination this spring of **Clark Ray** as parks-and-rec chief. Says Ray, "I can tell you without a doubt, we went by the book on every contract we had over $1 million."

In February, Ray signed a memorandum sending $57 million in parks money over to the deputy mayor for planning and economic development, which in turn handed it to DCHA. Under his successor, **Ximena Hartsock**, that amount was increased to $68.4 million and then, last month, to $86.9 million.

Bypassing the council appears to be the driving force behind all the maneuvering. From all indications, the funds moved to DCHA not through a "reprogramming," which comes with legislative oversight, but through "intradistrict transfers" to the deputy mayor and grants to DCHA, which do not. The parks

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013655

contract was bid among 13 companies, then vetted by housing agency board members, but not sent to the council for approval.

Fenty denies trying to circumvent the council in getting his rec centers and parks built. And now that the issue has blown up in his face, he has continued down that path. On Monday, Attorney General **Peter Nickles** ruled that the Banneker contract, already awarded, doesn't need to be sent back to the council, even though it should have been sent there in the first place. The Nickles opinion seems likely to force the court showdown that councilmembers have long been threatening.

That the Fenty administration, intentionally or not, came so close to slipping $86 million in spending past the D.C. Council is scary enough. The scheme was revealed this week after council staff noticed a spate of public groundbreakings without seeing any submitted contracts, coupled with the concerns registered by an aggrieved contractor with another council office.

Says Thomas, "The mayor's PR machine got him in trouble."

On Tuesday morning, LL attended another PR event—an announcement of the imminent construction of one of the first pieces of the Northwest One development. There, Fenty announced the many benefits to come, introducing megadeveloper **Chris Smith** of the William C. Smith & Co. Present, but not taking the podium was Williams, whose Warrenton Group is codeveloping the 300-unit building (located, incidentally, next to DCHA headquarters).

After the announcement, LL asked Hizzoner how to describe the city-contract beneficiaries that have been painted in the media with the broad brush of "frat brother" (as opposed to his "running buddies," who tend to get appointed to relatively minor boards and commissions.)

How to describe Karim, Skinner, et al.—friends, frat brothers, acquaintances, some other moniker?

"All of the above," said Fenty. He declined to elaborate.

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From:	DeTaeye, John (COUNCIL)
To:	jim@grahamwone.com; Woodland, Calvin (COUNCIL)
Subject:	FW: [columbia_heights] D.C. parks contracts bypassedcouncilPROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies withconnectionsto Fenty
Date:	Monday, October 26, 2009 9:09:29 AM

Deepak's comment is very strange.

To: mackt3@hotmail.com; ximena.hartsock@dc.gov; bridget.stesney@dc.gov; corey.morgan@dc.gov; randolph.hines@mauriceelectric.com; venturagm@yahoo.com; mail@innercity.org; turner@tysonpmgroup.com; paul.whatling@cheminova.com; frank.fioriti@verizonbusiness.com; griffiths_brandon@bah.com; pgriffith@chsfsc.org; cfountain@chsfsc.org; cmckenzie@chsfsc.org; dsnead@chsfsc.org; cwhitaker579@yahoo.com; gft85@hotmail.com; sandrascottland@yahoo.com; therman@innercity.org; rmoore@dcch.org; changeinc@hotmail.com; dsimmons@dchousing.org; sahassan@dynamiccorp.us; vgray@dchousing.org; cstennett@dchousing.org; john.fanning@dc.gov; apoole27@hotmail.com; ralph.barnhardt@dc.gov; jenell.robinson@dc.gov; mbrown@dchousing.org; ea@dynamiccorp.us; atoure@dynamiccorp.us
CC: jim@grahamwone.com; whj@melanet.com; hthomas@dccouncil.us; mcheh@dccouncil.us; mbarry@dccouncil.us; mbrown@dccouncil.us
Subject: Re: [columbia_heights] D.C. parks contracts bypassed councilPROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies with connectionsto Fenty
From: Deepakindc@fastmail.fm
Date: Fri, 23 Oct 2009 11:20:35 +0000

This is a hatchet article. Without the mayor, we would still be looking at broken concrete at 14th and Girard.

Deepak Marwah
(202) 520-5981

John D. De Taeye
Associate Legislative Director
Committee on Public Works and Transportation
Councilmember Jim Graham, Chair
John A. Wilson Building
1350 Pennsylvania Ave. NW
Suite 116
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202.724.7774 (phone)
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www.grahamwone.com
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From: Mack Thompson [mailto:mackt3@hotmail.com]
Sent: Monday, October 26, 2009 9:00 AM
To: Linda Wharton Boyd; DeTaeye, John (COUNCIL); Norris, Rufus E. (COUNCIL); Jason E. Turner; Woodland, Calvin (COUNCIL)
Subject: FW: [columbia_heights] D.C. parks contracts bypassedcouncilPROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies withconnectionsto Fenty

FYI....

Mack B. Thompson, III

Date: Mon, 26 Oct 2009 08:48:00 -0400
Subject: Re: [columbia_heights] D.C. parks contracts bypassedcouncilPROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies withconnectionsto Fenty
From: whj@melanet.com
To: Deepakindc@fastmail.fm
CC: mackt3@hotmail.com; ximena.hartsock@dc.gov; bridget.stesney@dc.gov; corey.morgan@dc.gov; randolph.hines@mauriceelectric.com; venturagm@yahoo.com; mail@innercity.org; turner@tysonpmgroup.com; paul.whatling@cheminova.com; frank.fioriti@verizonbusiness.com; griffiths_brandon@bah.com; pgriffith@chsfsc.org; cfountain@chsfsc.org; cmckenzie@chsfsc.org; dsnead@chsfsc.org; cwhitaker579@yahoo.com; gft85@hotmail.com; sandrascottland@yahoo.com; therman@innercity.org; rmoore@dcch.org; changeinc@hotmail.com; dsimmons@dchousing.org; sahassan@dynamiccorp.us; vgray@dchousing.org; cstennett@dchousing.org; john.fanning@dc.gov; apoole27@hotmail.com; ralph.barnhardt@dc.gov; jenell.robinson@dc.gov; mbrown@dchousing.org; ea@dynamiccorp.us; atoure@dynamiccorp.us; jim@grahamwone.com; hthomas@dccouncil.us; mcheh@dccouncil.us; mbarry@dccouncil.us; mbrown@dccouncil.us

The article has many, many flaws. Of course my main concern is that the broader interests of Columbia Heights not continue to be lost in this saga. First the article leaves out CM Graham who is at the center of much of this especially in Ward 1. It's interesting that he is left out of this article entirely, yet one of his formal political rivals which is not directly involved is mentioned in the article. As well Banneker Ventures is mentioned several times, the same firm he attempted to block from getting the Ward 1 Metro Project on U St. Clearly, this story was sourced from Graham's PR guy. It is also interesting that DPR/DDCHA arrangements may pre-date the Fenty Admin. Well guess who had oversight of DCHA immediately pre-Fenty, CM Graham.

William

-----Original Message-----
From: "Deepak Marwah" <Deepakindc@fastmail.fm>
Sent: Friday, October 23, 2009 8:39am
To: "Mack Thompson" <mackt3@hotmail.com>, "Ximena Hartsock" <ximena.hartsock@dc.gov>, "Bridget Stesney" <bridget.stesney@dc.gov>, "CoreyMorgan" <corey.morgan@dc.gov>, "randolph hines" <randolph.hines@mauriceelectric.com>, "Gus Ventura" <venturagm@yahoo.com>, "David McIntire" <mail@innercity.org>, "Jason E. Turner" <turner@tysonpmgroup.com>, "Paul Whatling" <paul.whatling@cheminova.com>, frank.fioriti@verizonbusiness.com, "Brandon Griffiths" <griffiths_brandon@bah.com>, "Penny Griffith" <pgriffith@chsfsc.org>, "CamilleFountain" <cfountain@chsfsc.org>, "Camille Mckenzie" <cmckenzie@chsfsc.org>, "Denise Snead" <dsnead@chsfsc.org>, "Charlie Whitaker" <cwhitaker579@yahoo.com>, "Rosemary Akinmboni" <gft85@hotmail.com>, "Sandra Scottland" <sandrascottland@yahoo.com>, "Therman Walker" <therman@innercity.org>, "RobertMoore" <rmoore@dcch.org>, "Gracie Rollins" <changeinc@hotmail.com>, "DanielSimmons" <dsimmons@dchousing.org>, "Sahar Hassan" <sahassan@dynamiccorp.us>, "Vincent Gray, Jr." <vgray@dchousing.org>, "Christopher Stennett" <cstennett@dchousing.org>, "John Fanning" <john.fanning@dc.gov>, "A Poole" <apoole27@hotmail.com>, "Ralph Barnhardt" <ralph.barnhardt@dc.gov>, "JenellRobinson" <jenell.robinson@dc.gov>, "Michael Brown" <mbrown@dchousing.org>, "Ebenezer A" <ea@dynamiccorp.us>, "Abdoul Toure'" <atoure@dynamiccorp.us>
Cc: "Jim Graham" <jim@grahamwone.com>, "William Jordan" <whj@melanet.com>, "HarryThomas" <hthomas@dccouncil.us>, "Mary Cheh" <mcheh@dccouncil.us>, "Marion Barry" <mbarry@dccouncil.us>, "CM Michael Brown" <mbrown@dccouncil.us>
Subject: Re: [columbia_heights] D.C. parks contracts bypassedcouncilPROJECTS MOVED VIA

HOUSING AUTHORITY Jobs went to companies withconnectionsto Fenty

With Vincent Gray's son working on the project at 14th and Girard, I just find it difficult to see why Council would be surprised by this type of funding. The article does not seem comprehensive enough and appears to gloss over details/evidence.
Deepak Marwah
(202) 520-5981

From: Mack Thompson <mackt3@hotmail.com>
Date: Fri, 23 Oct 2009 11:53:55 +0000
To: Deepak Marwah<deepakindc@fastmail.fm>; Ximena Hartsock<ximena.hartsock@dc.gov>; Bridget Stesney<bridget.stesney@dc.gov>; CoreyMorgan<corey.morgan@dc.gov>; randolph hines<randolph.hines@mauriceelectric.com>; Gus Ventura<venturagm@yahoo.com>; David McIntire<mail@innercity.org>; Jason E. Turner<turner@tysonpmgroup.com>; Paul Whatling<paul.whatling@cheminova.com>; <frank.fioriti@verizonbusiness.com>; Brandon Griffiths<griffiths_brandon@bah.com>; Penny Griffith<pgriffith@chsfsc.org>; CamilleFountain<cfountain@chsfsc.org>; Camille Mckenzie<cmckenzie@chsfsc.org>; Denise Snead<dsnead@chsfsc.org>; Charlie Whitaker<cwhitaker579@yahoo.com>; Rosemary Akinmboni<gft85@hotmail.com>; Sandra Scottland<sandrascottland@yahoo.com>; Therman Walker<therman@innercity.org>; RobertMoore<rmoore@dcch.org>; Gracie Rollins<changeinc@hotmail.com>; DanielSimmons<dsimmons@dchousing.org>; Sahar Hassan<sahassan@dynamiccorp.us>; Vincent Gray, Jr.<vgray@dchousing.org>; Christopher Stennett<cstennett@dchousing.org>; John Fanning<john.fanning@dc.gov>; A Poole<apoole27@hotmail.com>; Ralph Barnhardt<ralph.barnhardt@dc.gov>; JenellRobinson<jenell.robinson@dc.gov>; Michael Brown<mbrown@dchousing.org>; Ebenezer A<ea@dynamiccorp.us>; Abdoul Toure'<atoure@dynamiccorp.us>
Cc: Jim Graham<jim@grahamwone.com>; William Jordan<whj@melanet.com>; HarryThomas<hthomas@dccouncil.us>; Mary Cheh<mcheh@dccouncil.us>; Marion Barry<mbarry@dccouncil.us>; CM Michael Brown<mbrown@dccouncil.us>
Subject: RE: [columbia_heights] D.C. parks contracts bypassed councilPROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies with connectionsto Fenty

Your blatant, political bias has resurfaced.... keep your eyes on the doughnut and not the hole.

Mack B. Thompson, III

To: mackt3@hotmail.com; ximena.hartsock@dc.gov; bridget.stesney@dc.gov; corey.morgan@dc.gov; randolph.hines@mauriceelectric.com; venturagm@yahoo.com; mail@innercity.org; turner@tysonpmgroup.com; paul.whatling@cheminova.com; frank.fioriti@verizonbusiness.com; griffiths_brandon@bah.com; pgriffith@chsfsc.org; cfountain@chsfsc.org; cmckenzie@chsfsc.org; dsnead@chsfsc.org; cwhitaker579@yahoo.com; gft85@hotmail.com; sandrascottland@yahoo.com; therman@innercity.org; rmoore@dcch.org; changeinc@hotmail.com; dsimmons@dchousing.org; sahassan@dynamiccorp.us; vgray@dchousing.org; cstennett@dchousing.org; john.fanning@dc.gov; apoole27@hotmail.com; ralph.barnhardt@dc.gov; jenell.robinson@dc.gov; mbrown@dchousing.org; ea@dynamiccorp.us; atoure@dynamiccorp.us
CC: jim@grahamwone.com; whj@melanet.com; hthomas@dccouncil.us; mcheh@dccouncil.us; mbarry@dccouncil.us; mbrown@dccouncil.us
Subject: Re: [columbia_heights] D.C. parks contracts bypassed councilPROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies with connectionsto Fenty
From: Deepakindc@fastmail.fm
Date: Fri, 23 Oct 2009 11:20:35 +0000

This is a hatchet article. Without the mayor, we would still be looking at broken concrete at 14th and Girard.

Deepak Marwah
(202) 520-5981

From: Mack Thompson <mackt3@hotmail.com>
Date: Fri, 23 Oct 2009 09:10:35 +0000
To: Ximena Hartsock<ximena.hartsock@dc.gov>; Bridget Stesney<bridget.stesney@dc.gov>; Corey Morgan<corey.morgan@dc.gov>; randolph hines<randolph.hines@mauriceelectric.com>; Deepak Marwah<deepakindc@fastmail.fm>; Gus Ventura<venturagm@yahoo.com>; David McIntire<mail@innercity.org>; Jason E. Turner<turner@tysonpmgroup.com>; Paul Whatling<paul.whatling@cheminova.com>; <frank.fioriti@verizonbusiness.com>; BrandonGriffiths<griffiths_brandon@bah.com>; Penny Griffith<pgriffith@chsfsc.org>; Camille Fountain<cfountain@chsfsc.org>; Camille Mckenzie<cmckenzie@chsfsc.org>; Denise Snead<dsnead@chsfsc.org>; Charlie Whitaker<cwhitaker579@yahoo.com>; Rosemary Akinmboni<gft85@hotmail.com>; SandraScottland<sandrascottland@yahoo.com>; Therman Walker<therman@innercity.org>; Robert Moore<rmoore@dcch.org>; Gracie Rollins<changeinc@hotmail.com>; Daniel Simmons<dsimmons@dchousing.org>; SaharHassan<sahassan@dynamiccorp.us>; Vincent Gray, Jr.<vgray@dchousing.org>; Christopher Stennett<cstennett@dchousing.org>; John Fanning<john.fanning@dc.gov>; A Poole<apoole27@hotmail.com>; Ralph Barnhardt<ralph.barnhardt@dc.gov>; Jenell Robinson<jenell.robinson@dc.gov>; MichaelBrown<mbrown@dchousing.org>; Ebenezer A<ea@dynamiccorp.us>; Abdoul Toure'<atoure@dynamiccorp.us>; John DeTaeye<jdetaeye@dccouncil.us>; CalvinWoodland<cwoodland@dccouncil.us>
Cc: Jim Graham<jim@grahamwone.com>; William Jordan<whj@melanet.com>; HarryThomas<hthomas@dccouncil.us>; Mary Cheh<mcheh@dccouncil.us>; Marion Barry<mbarry@dccouncil.us>; <mbrown@dccouncil.us>
Subject: FW: [columbia_heights] D.C. parks contracts bypassed council PROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies with connections to Fenty

FYI.... very, very interesting--- a lot now is explained and understood about the renovation with its attitude and process of our Park at 14th and Girard____no wonder.

Mack B. Thompson, III

To: whj@melanet.com
CC: columbia_heights@yahoogroups.com
From: whj@melanet.com
Date: Thu, 22 Oct 2009 22:10:09 -0400
Subject: [columbia_heights] D.C. parks contracts bypassed council PROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies with connections to Fenty

http://www.washingtonpost.com/wp-dyn/content/article/2009/10/22/AR2009102204602.html?hpid=moreheadlines

D.C. parks contracts bypassed council
PROJECTS MOVED VIA HOUSING AUTHORITY
Jobs went to companies with connections to Fenty

By Nikita Stewart
Washington Post Staff Writer

Friday, October 23, 2009

D.C. Mayor Adrian M. Fenty's administration has funneled at least $72 million to the D.C. Housing Authority to build a dozen parks, ballfields and recreation centers, a process that has circumvented D.C. Council oversight and awarded contracts to firms with ties to the mayor.

By law, the council must approve contracts that exceed $1 million. Last month, contracts for as much as $16 million went to various construction companies as part of the mayor's effort to improve the city's parks system.

Banneker Ventures, a firm owned by a Fenty fraternity brother, Omar Karim, is the construction manager on every project, according to a list of the projects compiled by the council. The general contractor on two of the projects is RBK Landscaping and Construction, which is owned by Keith Lomax, a friend of Fenty's who drew attention this year for illegally driving the mayor's city-owned sport-utility vehicle.

Four council members are requesting that City Administrator Neil O. Albert and other members of the administration who had oversight of the projects appear at a round-table meeting Oct. 30 to discuss the matter. Late Thursday, they sent the mayor a letter raising concerns about the process for awarding the contracts.

"It defeats transparency. Let me put it more strongly. It looks sneaky," council member Mary M. Cheh (D-Ward 3) said Thursday in an interview.

Fenty, a triathlete, has made recreation a priority for his administration, holding groundbreaking ceremonies for playgrounds, pools and dog parks nearly every other weekday during the summer. But the mayor's announcements, which some critics have described as little more than campaign events, did not correspond with the recreation capital budget, said council member Harry Thomas Jr. (D-Ward 5), chairman of the Committee on Libraries, Parks and Recreation.

"I asked my staff, 'Why aren't these contracts matching up with the scope of work that was going through the committee?' " Thomas said.

Some talks with housing authority and parks officials this week led to the discovery of millions of dollars in projects that the council never approved. Thomas said it appears the money was taken from the Department of Parks and Recreation, given to the Office of the Deputy Mayor for Planning and Economic Development and then passed through the quasi-government agency that operate the city's public housing system.

Thomas said he wanted to know how Banneker received the 12 contracts last month. "There are some real concerns that one contractor could win competitive contracts 100 percent of the time," he said.

Herndon-based Regan Associates is teamed with Banneker in all the projects. Sean M. and Thomas J. Regan, who head the real estate advisory firm, have contributed heavily to Fenty's 2010 campaign.

Dena Michaelson, a spokeswoman for the housing authority, said Thursday that she did not have information about the projects. She also said she did not know whether the contracts had been competitively bid.

But she said it is not unusual for city officials to route money through the housing authority for construction work. "They tap into us . . . to get the projects off the ground," Michaelson said. "We get projects going fast, and we keep costs low."

The mayor's office did not answer questions about why it went through the housing authority to build the facilities. Late Thursday, spokeswoman Mafara Hobson said in an e-mail: "The District of Columbia Housing Authority (DCHA) is an independent entity with autonomous procurement authority. The Administration values its long standing partnership with the Authority, and defers to DCHA with respect to any statement about its procurement process."
The questioned contracts mark another controversy for the parks department.

The council, led by Thomas, recently rejected Ximena Hartsock as the mayor's pick to be the agency's director. She was the first Fenty Cabinet pick to not be confirmed.

Council members Marion Barry (D-Ward 8) and Kwame R. Brown (D-At Large) joined Thomas and Cheh in sending the mayor the letter about the recreation spending and calling for the round table.

The dozen projects stretch across the city. The largest contracts were $16 million for the Rosedale Recreation Center in Northeast, $15 million for the Barry Farm Recreation Center in Southeast and $12 million each for the Fort Stanton Recreation Center in Southeast and Kenilworth Recreation Center in Northwest.

Karim, whose firm managed the projects, did not return a call seeking comment. At one time, Sinclair Skinner, a campaign coordinator in Fenty's 2006 mayoral bid and also a fraternity brother, did community outreach work for Banneker.

Skinner has come under fire for his involvement in donating a firetruck and ambulance to a town in the Dominican Republic, and his role is being investigated by the Inspector General's Office and the council.

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RECENT ACTIVITY

4
New Members

Windows 7: It works the way you want. Learn more.

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5

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1

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New web site?
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Yahoo! Groups
Mental Health Zone
Schizophrenia groups
Find support

From:	DeTaeye, John (COUNCIL)
To:	jim@grahamwone.com; Woodland, Calvin (COUNCIL)
Subject:	FW: [columbia_heights] D.C. parks contracts bypassedcouncilPROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies withconnectionsto Fenty
Date:	Monday, October 26, 2009 9:09:00 AM

Deepak's comment is very strange.

To: mackt3@hotmail.com; ximena.hartsock@dc.gov; bridget.stesney@dc.gov; corey.morgan@dc.gov; randolph.hines@mauriceelectric.com; venturagm@yahoo.com; mail@innercity.org; turner@tysonpmgroup.com; paul.whatling@cheminova.com; frank.fioriti@verizonbusiness.com; griffiths_brandon@bah.com; pgriffith@chsfsc.org; cfountain@chsfsc.org; cmckenzie@chsfsc.org; dsnead@chsfsc.org; cwhitaker579@yahoo.com; gft85@hotmail.com; sandrascottland@yahoo.com; therman@innercity.org; rmoore@dcch.org; changeinc@hotmail.com; dsimmons@dchousing.org; sahassan@dynamiccorp.us; vgray@dchousing.org; cstennett@dchousing.org; john.fanning@dc.gov; apoole27@hotmail.com; ralph.barnhardt@dc.gov; jenell.robinson@dc.gov; mbrown@dchousing.org; ea@dynamiccorp.us; atoure@dynamiccorp.us
CC: jim@grahamwone.com; whj@melanet.com; hthomas@dccouncil.us; mcheh@dccouncil.us; mbarry@dccouncil.us; mbrown@dccouncil.us
Subject: Re: [columbia_heights] D.C. parks contracts bypassed councilPROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies with connectionsto Fenty
From: Deepakindc@fastmail.fm
Date: Fri, 23 Oct 2009 11:20:35 +0000

This is a hatchet article. Without the mayor, we would still be looking at broken concrete at 14th and Girard.

Deepak Marwah
(202) 520-5981

John D. De Taeye
Associate Legislative Director
Committee on Public Works and Transportation
Councilmember Jim Graham, Chair
John A. Wilson Building
1350 Pennsylvania Ave. NW
Suite 116
Washington, DC 20004
202.724.7774 (phone)
202.724.7133 (fax)
www.grahamwone.com
Committee: www.dccouncil.us/publicworksandtransportation

From: Mack Thompson [mailto:mackt3@hotmail.com]
Sent: Monday, October 26, 2009 9:00 AM
To: Linda Wharton Boyd; DeTaeye, John (COUNCIL); Norris, Rufus E. (COUNCIL); Jason E. Turner; Woodland, Calvin (COUNCIL)
Subject: FW: [columbia_heights] D.C. parks contracts bypassedcouncilPROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies withconnectionsto Fenty

FYI....

Mack B. Thompson, III

Date: Mon, 26 Oct 2009 08:48:00 -0400
Subject: Re: [columbia_heights] D.C. parks contracts bypassedcouncilPROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies withconnectionsto Fenty
From: whj@melanet.com
To: Deepakindc@fastmail.fm
CC: mackt3@hotmail.com; ximena.hartsock@dc.gov; bridget.stesney@dc.gov; corey.morgan@dc.gov; randolph.hines@mauriceelectric.com; venturagm@yahoo.com; mail@innercity.org; turner@tysonpmgroup.com; paul.whatling@cheminova.com; frank.fioriti@verizonbusiness.com; griffiths_brandon@bah.com; pgriffith@chsfsc.org; cfountain@chsfsc.org; cmckenzie@chsfsc.org; dsnead@chsfsc.org; cwhitaker579@yahoo.com; gft85@hotmail.com; sandrascottland@yahoo.com; therman@innercity.org; rmoore@dcch.org; changeinc@hotmail.com; dsimmons@dchousing.org; sahassan@dynamiccorp.us; vgray@dchousing.org; cstennett@dchousing.org; john.fanning@dc.gov; apoole27@hotmail.com; ralph.barnhardt@dc.gov; jenell.robinson@dc.gov; mbrown@dchousing.org; ea@dynamiccorp.us; atoure@dynamiccorp.us; jim@grahamwone.com; hthomas@dccouncil.us; mcheh@dccouncil.us; mbarry@dccouncil.us; mbrown@dccouncil.us

The article has many, many flaws. Of course my main concern is that the broader interests of Columbia Heights not continue to be lost in this saga. First the article leaves out CM Graham who is at the center of much of this especially in Ward 1. It's interesting that he is left out of this article entirely, yet one of his formal political rivals which is not directly involved is mentioned in the article. As well Banneker Ventures is mentioned several times, the same firm he attempted to block from getting the Ward 1 Metro Project on U St. Clearly, this story was sourced from Graham's PR guy. It is also interesting that DPR/DDCHA arrangements may pre-date the Fenty Admin. Well guess who had oversight of DCHA immediately pre-Fenty, CM Graham.

William

-----Original Message-----
From: "Deepak Marwah" <Deepakindc@fastmail.fm>
Sent: Friday, October 23, 2009 8:39am
To: "Mack Thompson" <mackt3@hotmail.com>, "Ximena Hartsock" <ximena.hartsock@dc.gov>, "Bridget Stesney" <bridget.stesney@dc.gov>, "CoreyMorgan" <corey.morgan@dc.gov>, "randolph hines" <randolph.hines@mauriceelectric.com>, "Gus Ventura" <venturagm@yahoo.com>, "David McIntire" <mail@innercity.org>, "Jason E. Turner" <turner@tysonpmgroup.com>, "Paul Whatling" <paul.whatling@cheminova.com>, frank.fioriti@verizonbusiness.com, "Brandon Griffiths" <griffiths_brandon@bah.com>, "Penny Griffith" <pgriffith@chsfsc.org>, "CamilleFountain" <cfountain@chsfsc.org>, "Camille Mckenzie" <cmckenzie@chsfsc.org>, "Denise Snead" <dsnead@chsfsc.org>, "Charlie Whitaker" <cwhitaker579@yahoo.com>, "Rosemary Akinmboni" <gft85@hotmail.com>, "Sandra Scottland" <sandrascottland@yahoo.com>, "Therman Walker" <therman@innercity.org>, "RobertMoore" <rmoore@dcch.org>, "Gracie Rollins" <changeinc@hotmail.com>, "DanielSimmons" <dsimmons@dchousing.org>, "Sahar Hassan" <sahassan@dynamiccorp.us>, "Vincent Gray, Jr." <vgray@dchousing.org>, "Christopher Stennett" <cstennett@dchousing.org>, "John Fanning" <john.fanning@dc.gov>, "A Poole" <apoole27@hotmail.com>, "Ralph Barnhardt" <ralph.barnhardt@dc.gov>, "JenellRobinson" <jenell.robinson@dc.gov>, "Michael Brown" <mbrown@dchousing.org>, "Ebenezer A" <ea@dynamiccorp.us>, "Abdoul Toure'" <atoure@dynamiccorp.us>
Cc: "Jim Graham" <jim@grahamwone.com>, "William Jordan" <whj@melanet.com>, "HarryThomas" <hthomas@dccouncil.us>, "Mary Cheh" <mcheh@dccouncil.us>, "Marion Barry" <mbarry@dccouncil.us>, "CM Michael Brown" <mbrown@dccouncil.us>
Subject: Re: [columbia_heights] D.C. parks contracts bypassedcouncilPROJECTS MOVED VIA

HOUSING AUTHORITY Jobs went to companies withconnectionsto Fenty

With Vincent Gray's son working on the project at 14th and Girard, I just find it difficult to see why Council would be surprised by this type of funding. The article does not seem comprehensive enough and appears to gloss over details/evidence.
Deepak Marwah
(202) 520-5981

From: Mack Thompson <mackt3@hotmail.com>
Date: Fri, 23 Oct 2009 11:53:55 +0000
To: Deepak Marwah<deepakindc@fastmail.fm>; Ximena Hartsock<ximena.hartsock@dc.gov>; Bridget Stesney<bridget.stesney@dc.gov>; CoreyMorgan<corey.morgan@dc.gov>; randolph hines<randolph.hines@mauriceelectric.com>; Gus Ventura<venturagm@yahoo.com>; David McIntire<mail@innercity.org>; Jason E. Turner<turner@tysonpmgroup.com>; Paul Whatling<paul.whatling@cheminova.com>; <frank.fioriti@verizonbusiness.com>; Brandon Griffiths<griffiths_brandon@bah.com>; Penny Griffith<pgriffith@chsfsc.org>; CamilleFountain<cfountain@chsfsc.org>; Camille Mckenzie<cmckenzie@chsfsc.org>; Denise Snead<dsnead@chsfsc.org>; Charlie Whitaker<cwhitaker579@yahoo.com>; Rosemary Akinmboni<gft85@hotmail.com>; Sandra Scottland<sandrascottland@yahoo.com>; Therman Walker<therman@innercity.org>; RobertMoore<rmoore@dcch.org>; Gracie Rollins<changeinc@hotmail.com>; DanielSimmons<dsimmons@dchousing.org>; Sahar Hassan<sahassan@dynamiccorp.us>; Vincent Gray, Jr.<vgray@dchousing.org>; Christopher Stennett<cstennett@dchousing.org>; John Fanning<john.fanning@dc.gov>; A Poole<apoole27@hotmail.com>; Ralph Barnhardt<ralph.barnhardt@dc.gov>; JenellRobinson<jenell.robinson@dc.gov>; Michael Brown<mbrown@dchousing.org>; Ebenezer A<ea@dynamiccorp.us>; Abdoul Toure'<atoure@dynamiccorp.us>
Cc: Jim Graham<jim@grahamwone.com>; William Jordan<whj@melanet.com>; HarryThomas<hthomas@dccouncil.us>; Mary Cheh<mcheh@dccouncil.us>; Marion Barry<mbarry@dccouncil.us>; CM Michael Brown<mbrown@dccouncil.us>
Subject: RE: [columbia_heights] D.C. parks contracts bypassed councilPROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies with connectionsto Fenty

Your blatant, political bias has resurfaced.... keep your eyes on the doughnut and not the hole.

Mack B. Thompson, III

To: mackt3@hotmail.com; ximena.hartsock@dc.gov; bridget.stesney@dc.gov; corey.morgan@dc.gov; randolph.hines@mauriceelectric.com; venturagm@yahoo.com; mail@innercity.org; turner@tysonpmgroup.com; paul.whatling@cheminova.com; frank.fioriti@verizonbusiness.com; griffiths_brandon@bah.com; pgriffith@chsfsc.org; cfountain@chsfsc.org; cmckenzie@chsfsc.org; dsnead@chsfsc.org; cwhitaker579@yahoo.com; gft85@hotmail.com; sandrascottland@yahoo.com; therman@innercity.org; rmoore@dcch.org; changeinc@hotmail.com; dsimmons@dchousing.org; sahassan@dynamiccorp.us; vgray@dchousing.org; cstennett@dchousing.org; john.fanning@dc.gov; apoole27@hotmail.com; ralph.barnhardt@dc.gov; jenell.robinson@dc.gov; mbrown@dchousing.org; ea@dynamiccorp.us; atoure@dynamiccorp.us
CC: jim@grahamwone.com; whj@melanet.com; hthomas@dccouncil.us; mcheh@dccouncil.us; mbarry@dccouncil.us; mbrown@dccouncil.us
Subject: Re: [columbia_heights] D.C. parks contracts bypassed councilPROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies with connectionsto Fenty
From: Deepakindc@fastmail.fm
Date: Fri, 23 Oct 2009 11:20:35 +0000

This is a hatchet article. Without the mayor, we would still be looking at broken concrete at 14th and Girard.

Deepak Marwah
(202) 520-5981

From: Mack Thompson <mackt3@hotmail.com>
Date: Fri, 23 Oct 2009 09:10:35 +0000
To: Ximena Hartsock<ximena.hartsock@dc.gov>; Bridget Stesney<bridget.stesney@dc.gov>; Corey Morgan<corey.morgan@dc.gov>; randolph hines<randolph.hines@mauriceelectric.com>; Deepak Marwah<deepakindc@fastmail.fm>; Gus Ventura<venturagm@yahoo.com>; David McIntire<mail@innercity.org>; Jason E. Turner<turner@tysonpmgroup.com>; Paul Whatling<paul.whatling@cheminova.com>; <frank.fioriti@verizonbusiness.com>; BrandonGriffiths<griffiths_brandon@bah.com>; Penny Griffith<pgriffith@chsfsc.org>; Camille Fountain<cfountain@chsfsc.org>; Camille Mckenzie<cmckenzie@chsfsc.org>; Denise Snead<dsnead@chsfsc.org>; Charlie Whitaker<cwhitaker579@yahoo.com>; Rosemary Akinmboni<gft85@hotmail.com>; SandraScottland<sandrascottland@yahoo.com>; Therman Walker<therman@innercity.org>; Robert Moore<rmoore@dcch.org>; Gracie Rollins<changeinc@hotmail.com>; Daniel Simmons<dsimmons@dchousing.org>; SaharHassan<sahassan@dynamiccorp.us>; Vincent Gray, Jr.<vgray@dchousing.org>; Christopher Stennett<cstennett@dchousing.org>; John Fanning<john.fanning@dc.gov>; A Poole<apoole27@hotmail.com>; Ralph Barnhardt<ralph.barnhardt@dc.gov>; Jenell Robinson<jenell.robinson@dc.gov>; MichaelBrown<mbrown@dchousing.org>; Ebenezer A<ea@dynamiccorp.us>; Abdoul Toure'<atoure@dynamiccorp.us>; John DeTaeye<jdetaeye@dccouncil.us>; CalvinWoodland<cwoodland@dccouncil.us>
Cc: Jim Graham<jim@grahamwone.com>; William Jordan<whj@melanet.com>; HarryThomas<hthomas@dccouncil.us>; Mary Cheh<mcheh@dccouncil.us>; Marion Barry<mbarry@dccouncil.us>; <mbrown@dccouncil.us>
Subject: FW: [columbia_heights] D.C. parks contracts bypassed council PROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies with connections to Fenty

FYI.... very, very interesting--- a lot now is explained and understood about the renovation with its attitude and process of our Park at 14th and Girard____no wonder.

Mack B. Thompson, III

To: whj@melanet.com
CC: columbia_heights@yahoogroups.com
From: whj@melanet.com
Date: Thu, 22 Oct 2009 22:10:09 -0400
Subject: [columbia_heights] D.C. parks contracts bypassed council PROJECTS MOVED VIA HOUSING AUTHORITY Jobs went to companies with connections to Fenty

http://www.washingtonpost.com/wp-dyn/content/article/2009/10/22/AR2009102204602.html?hpid=moreheadlines

D.C. parks contracts bypassed council
PROJECTS MOVED VIA HOUSING AUTHORITY
Jobs went to companies with connections to Fenty

By Nikita Stewart
Washington Post Staff Writer

Friday, October 23, 2009

D.C. Mayor Adrian M. Fenty's administration has funneled at least $72 million to the D.C. Housing Authority to build a dozen parks, ballfields and recreation centers, a process that has circumvented D.C. Council oversight and awarded contracts to firms with ties to the mayor.

By law, the council must approve contracts that exceed $1 million. Last month, contracts for as much as $16 million went to various construction companies as part of the mayor's effort to improve the city's parks system.

Banneker Ventures, a firm owned by a Fenty fraternity brother, Omar Karim, is the construction manager on every project, according to a list of the projects compiled by the council. The general contractor on two of the projects is RBK Landscaping and Construction, which is owned by Keith Lomax, a friend of Fenty's who drew attention this year for illegally driving the mayor's city-owned sport-utility vehicle.

Four council members are requesting that City Administrator Neil O. Albert and other members of the administration who had oversight of the projects appear at a round-table meeting Oct. 30 to discuss the matter. Late Thursday, they sent the mayor a letter raising concerns about the process for awarding the contracts.

"It defeats transparency. Let me put it more strongly. It looks sneaky," council member Mary M. Cheh (D-Ward 3) said Thursday in an interview.

Fenty, a triathlete, has made recreation a priority for his administration, holding groundbreaking ceremonies for playgrounds, pools and dog parks nearly every other weekday during the summer. But the mayor's announcements, which some critics have described as little more than campaign events, did not correspond with the recreation capital budget, said council member Harry Thomas Jr. (D-Ward 5), chairman of the Committee on Libraries, Parks and Recreation.

"I asked my staff, 'Why aren't these contracts matching up with the scope of work that was going through the committee?' " Thomas said.

Some talks with housing authority and parks officials this week led to the discovery of millions of dollars in projects that the council never approved. Thomas said it appears the money was taken from the Department of Parks and Recreation, given to the Office of the Deputy Mayor for Planning and Economic Development and then passed through the quasi-government agency that operate the city's public housing system.

Thomas said he wanted to know how Banneker received the 12 contracts last month. "There are some real concerns that one contractor could win competitive contracts 100 percent of the time," he said.

Herndon-based Regan Associates is teamed with Banneker in all the projects. Sean M. and Thomas J. Regan, who head the real estate advisory firm, have contributed heavily to Fenty's 2010 campaign.

Dena Michaelson, a spokeswoman for the housing authority, said Thursday that she did not have information about the projects. She also said she did not know whether the contracts had been competitively bid.

But she said it is not unusual for city officials to route money through the housing authority for construction work. "They tap into us . . . to get the projects off the ground," Michaelson said. "We get projects going fast, and we keep costs low."

The mayor's office did not answer questions about why it went through the housing authority to build the facilities. Late Thursday, spokeswoman Mafara Hobson said in an e-mail: "The District of Columbia Housing Authority (DCHA) is an independent entity with autonomous procurement authority. The Administration values its long standing partnership with the Authority, and defers to DCHA with respect to any statement about its procurement process."
The questioned contracts mark another controversy for the parks department.

The council, led by Thomas, recently rejected Ximena Hartsock as the mayor's pick to be the agency's director. She was the first Fenty Cabinet pick to not be confirmed.

Council members Marion Barry (D-Ward 8) and Kwame R. Brown (D-At Large) joined Thomas and Cheh in sending the mayor the letter about the recreation spending and calling for the round table.

The dozen projects stretch across the city. The largest contracts were $16 million for the Rosedale Recreation Center in Northeast, $15 million for the Barry Farm Recreation Center in Southeast and $12 million each for the Fort Stanton Recreation Center in Southeast and Kenilworth Recreation Center in Northwest.

Karim, whose firm managed the projects, did not return a call seeking comment. At one time, Sinclair Skinner, a campaign coordinator in Fenty's 2006 mayoral bid and also a fraternity brother, did community outreach work for Banneker.

Skinner has come under fire for his involvement in donating a firetruck and ambulance to a town in the Dominican Republic, and his role is being investigated by the Inspector General's Office and the council.

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RECENT ACTIVITY

4
New Members

Windows 7: It works the way you want. Learn more.

New Windows 7: Find the right PC for you. Learn more.

5

New Photos

Windows 7: Simplify your PC. Learn more.

1

New Files

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Yahoo! News
Odd News
You won't believe it, but it's true
New web site?
Drive traffic now.
Get your business on Yahoo! search.
Yahoo! Groups
Mental Health Zone
Schizophrenia groups
Find support

Overview of the WMATA Board Meeting

April 23, 2009
9:00 am

Agenda Items Impacting the District of Columbia

Customer Service, Operations and Safety Committee

Operational Performance

Discussion: For the seventh month of reported bus on-time performance there has been basically no change. February performance was 76.63%, near the top of the historical range. On-time performance has improved for four consecutive months. Bus MDBF was at goal for the month.

Rail on-time performance remains above last year's level and reached goal at 95% for the month. Escalator system availability so far in FY09 is trending below the goal and below last year's levels; elevator availability was above the 97.5% goal for the month. MetroAccess on-time performance is at or above goal and last year's levels.

One of three Navy Yard escalators was operational for only 10% of the month; but this was before baseball season began. An information briefing on escalator and elevator maintenance is scheduled for the May meeting.

Action Items

A. Approval of Dulles Artwork Proposals
B. Approval of Farragut North Artwork Proposal

Discussion: Large scale artwork installations are proposed for stations on the Dulles Metrorail line, and inside the K Street entrance to Farragut North station. Funding for Dulles art is fully reimbursed by MWAA in the amount of $1,721,000. Installation of artwork at Farragut North will have a minimal operating cost to light the LEDs, but the installation itself is funded in full by the DC Commission on the Arts and Humanities and the Golden Triangle BID.

Information Items

A. Safety Performance Indicators

Discussion: FY09 to date safety indicators are improved across the board, in every category and mode.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Planning, Development and Real Estate Committee

WMATA staff will resubmit the proposal for Priority Network Corridor Policies and Standards, after including Board member input from the prior committee discussion. A draft has not been provided for DDOT review.

Board of Directors

Action Items: from the Finance, Administration, and Oversight Committee

A. MetroAccess Contracting Authority

Discussion: Ridership growth on MetroAccess is exceeding the original forecast requiring increased work by the contractor. This in turn is requiring an increase in contracting authority. Actual year to date FY 2009 expenditure for MetroAccess is $77.0 million, exceeding budget by $15.0 million. This action calls for increase in contracting authority of $6.5 million to continue through the end of FY 2009.

Impact: Action has no immediate impact on the District of Columbia.

B. Capital Budget Amendment for the Anacostia Light Rail Reimbursable Project

Purpose: To obtain approval of the Board of Directors to increase the budget for the DC Anacostia Streetcar Project from $16,100,000 to $16,960,000.

The basic premise for this item is to authorize spending authority for an additional $860,000 of interest earnings that have accrued over time in the District's streetcar account at WMATA. This additional budget authority will allow WMATA to address any expenditures associated with storage and support of the streetcars as well as any potential claims associated with the purchase of rails and power substations for the Anacostia streetcar line.

The current board item states that DDOT has requested that the streetcars remain in storage in the Czech Republic through the end of 2009. This request was made in January in DDOT's letter to WMATA that is included in your board packet. This letter predates the arrival of DDOT's new director. Subsequent to this initial request, the director has directed DDOT staff to request that WMATA initiate the delivery of streetcars as soon as possible and that DDOT work with WMATA to identify storage of the streetcars at a WMATA facility.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013672

We are recommending that this action be approved in an effort to address any unanticipated costs associated with the existing storage arrangement and the provision of power substations and rail. In addition, it will allow WMATA to address any unanticipated costs associated with initiating the delivery of the streetcars.

Impact: Funding for this increase in authority is from accrued interest on account at WMATA for the Streetcar Project. This action has no fiscal impact on the District.

Action Items: from the Planning, Development and Real Estate Committee

A. Extend Agreement Negotiation Period for Shaw - Florida Avenue

Purpose: Approve a 120-day extension for negotiating a revised term sheet for the Shaw-Howard University/Florida Avenue parcels.

Discussion: WMATA and the developers have requested an extension in negotiation to come to terms with changes in the project team, inclusion of affordable housing, and a change in the proposed lease term of the project. WMATA believes this extension will provide sufficient time to resolve these items.

Impact: No immediate impact to the District, but inclusion of affordable housing component is expected to reduce the land's value. Ultimately less money will accrue to the District's TIIF account upon execution of a joint development agreement than if the affordable housing component were not included.

Action Items: from the Customer Service, Operations and Safety Committee

A. Approval of Dulles Artwork Proposals
B. Approval of Farragut North Artwork Proposal

Discussion: Please refer to the Committee report above.

Administrative Items

1. Approval to Initiate & Award a Contract for Vending Services

Purpose: Request approval to initiate and award a multi-year, revenue-producing contract for vending services for Metro employees at the Jackson Graham Building and field operating facilities including all Metrorail service and

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013673

inspection yards, all other RAIL facilities, all Metrobus garages, the Stone Straw Building and the Revenue Collection Facility.

Impact: Estimated $100,000 annually will be generated for WMATA.

2. Approval to Initiate & Award a Contract for 1000-Series Railcar Structual Reinforcement

Purpose: To request Board approval to initiate and award a sole-source contract to Sandia National Laboratories not to exceed $285,000 for structural reinforcement of the 1000-Series railcars using a proprietary repair technology.

Impact: No impact to the District; included in the FY09 approved budget. Sandia National Laboratory has developed a proprietary repair technology called a "bonded composite doubler", which is the only patch available for repairs on alloy aluminum surfaces. Sandia Labs will provide training and materials for the first two installations for $150,000 and the patch materials for the subsequent installations at a cost of $135,000, for a total cost of $285,000. These repairs are expected to be completed by the end of FY10.

3. Approval to Initiate & Award a Sole Source Contract for 1000-Series Door Releases

Purpose: To request Board approval to initiate and award a sole-source contract to Vapor Stone Rail Systems not to exceed $886,500 to install a manual exterior door release on the 1000-Series railcars.

Impact: No impact to the District; included in the FY09 approved budget. Metro is complying with the National Transportation Safety Board`s (NTSB) recommendation that all rail passenger cars be equipped with a manual exterior door release device that would permit Metro staff or Emergency Responders ingress to the railcar in case of an emergency or other conditions that may affect customer safety. A prototype manual exterior door release mechanism has been tested and deemed successful in revenue service. This action would allow Vapor to install a manual exterior door release device on all 298 railcars in the 1000-Series fleet at a cost of $886,550.

4. Approval to Initiate & Award a Sole Source Contract for 2000-, 3000- & 6000-Series Door Releases

Purpose: To request Board approval to initiate and award a sole-source contract to Innovations For Entrance Systems (IFE) North America not to exceed $758,218 to install a manual exterior door release on the 2000-, 3000-, & 6000-Series railcars.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013674

Impact: No impact to the District; included in the FY09 approved budget. Metro is complying with the National Transportation Safety Board`s (NTSB) recommendation that all rail passenger cars be equipped with a manual exterior door release device that would permit Metro staff or Emergency Responders ingress to the railcar in case of an emergency or other conditions that may affect customer safety. A prototype manual exterior door release mechanism has been tested and deemed successful in revenue service. This action would allow IFE to install a manual exterior door release device on all 364 railcars in the 2000/3000-Series fleet and all 184 railcars in the 6000-Series fleet and includes five spares at a cost of $758,218.

5. Approval to Initiate & Award Contracts for Backhoe, Flagging Booths, and Flat Cars

Purpose: This action is to request Board approval to initiate and award three individual competitive contracts. One contract is to purchase a Backhoe, a second contract to purchase Flatcar Flagging Booths, and a third contract to modify the height of three flat cars.

Impact: No impact to the District; included in the FY09 approved budget. A Flatcar is a rail bound piece of track equipment with a flat bed and flagman`s booth that allows track personnel to load and mobilize track parts and equipment to various locations within the rail system in order to perform track maintenance. A flagging booth is a small enclosed compartment that sits on top of a flat car on the end farthest from the Locomotive/Prime Mover. The booth houses the flagman and the necessary equipment (i.e. dump valve and lights) to safely operate flat cars when being pushed or pulled by our Locomotive/Prime Movers, more commonly known as work trains.

6. Approval to Initiate & Award a Contract for Environmental Services

Purpose: To obtain the Board of Directors approval to initiate the advertisement and award of the environmental services contract (one base year plus four option years) to support Metro`s environmental compliance and industrial hygiene programs at Metrobus, Metrorail and support facilities, subject to Board approval of the FY10 budget. The current contract expires June 30, 2009.

Impact: No impact to the District.

7. Approval to Initiate & Award Contracts for the Regional Customer Service Center Website & IVR

Purpose: To initiate and award one or more competitive procurements that will result in one or more contracts to design, develop, implement, and maintain Regional Website and IVR systems that will enhance SmarTrip customer service.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013675

Impact: No impact to the District.

8. Approval to Modify a Contract with Alstom for 6000-Series Railcars

Purpose: Request Board approval to modify Contract TC-6000 with Alstom Transportation Inc. to (1) substitute solid-side bearing plates for hollow-side bearing plates, (2) install a varilator into the car radio systems to reduce output power, (3) modify the propulsion system to limit the current draw to 1,620 amps and increase the regenerative braking voltage limit to 830 VDC, and (4) reduce the dollar value of the special tools, test and diagnostic equipment. The increased cost of $869,692 for items 1, 2, and 3 above will be offset by the reduction of $869,692 in the contract line item for special tools, test and diagnostic equipment, resulting in a zero dollar increase to the contract price.

Impact: No impact to the District.

9. Aproval to Execute an Agency Agreement with the Transit Employees Health & Welfare Plan

Purpose: The purpose of this action is to obtain Board approval to execute an Agency Agreement between Metro and the Transit Employee Health and Welfare Plan (Plan) which satisfies the Internal Revenue Service allowing a third party to act as agent for the withholding and reporting obligations of Metro.

Impact: No impact to the District.

10. Approval to Modify Transfer Charge for City of Fairfax CUE and Metrobus Service

Purpose: Authorize the modification of the transfer charge between Fairfax City`s CUE service and Metrobus service. Until their recent fare change in January the CUE system charged a lower base fare than the Metrobus system. As a result, a step-up fee has been in effect to equalize fares. The Metro Tariff specifically identifies the value of the CUE base fare ($.75) and step-up values to base Metrobus ($.50) and Metrobus Express service ($2.25). Since the CUE base fare is now equal to the Metrobus base fare, CUE has requested that the Authority eliminate the base fare step-up and reduce the step-up fee to Metrobus Express to $1.75.

Impact: No impact to the District.

11. Approval to Terminate the Transportation Infrastructure Finance and Innovation Act of 1998 (TIFIA)

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013676

Purpose: To request Board approval for early termination of the TIFIA Loan Agreement (Agreement) in order to issue Metro Matters Bonds. On January 28, 2000 Metro entered into a $600 million TIFIA Loan Agreement with Lehman Commercial Paper Inc. (Lehman). The Agreement, guaranteed by the U.S. Government, serves as a guaranteed loan facility for obligation purposes, per Compact section 22, which is necessary to advance funding of capital projects. As a result of the subsequent funding agreement, Metro Matters, executed in 2004, the TIFIA Agreement is no longer required. The Metro Matters Funding Agreement takes the place of the TIFIA Agreement.

Since the TIFIA Agreement is due to expire on June 30, 2009, and would require a feasibility study prior to the issuance of bonds, Metro is recommending an early termination of the TIFIA Loan Agreement. In addition, Lehman`s bankruptcy on September 15, 2008 and the subsequent failure of the Lender of Record role transferring to Barclays also supports an early termination of the Agreement prior to the bond issuance on June 9, 2009.

Impact: No impact to the District. No funds were ever drawn under the TIFIA Agreement and the early termination of the TIFIA Agreement will not have a budget impact.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013677

Jurisdictional Coordinating Committee
April 24, 2009

9:00 a.m.
JGB Lobby Level Meeting Room

Agenda

I.	9:00 – 9:10	Introductions & Approval of Minutes from March 27
II.	9:10 – 9:40	Customer Service Standards OPER – Christian Kent
III.	9:40 – 10:10	Nextbus IT/BUSV – Rob Kramer/TBD
IV.	10:10 – 10:50	FY 2010 Budget Review OMBS – Rick Harcum
V.	10:50 – 11:00	Service Planning Items OPAS – Dave Erion
VI.	11:00 – 11:30	Regional Priority Bus Network Proposal for ARRA Funding PLAN – Tom Harrington
VII.	11:30 – 11:45	Funding Activities Update GOVR – Sarah Kline
VIII.	11:45 – Noon	Around the Table
IX.	Noon	Adjourn

Next Meeting: May 29

FOIA CONFIDENTIAL TREATMENT REQUESTED

	A	B	C	D	E	F
1	Regional Bus Cuts: WMATA FY10					
2		Route	Total cost	DC share	MD share	VA share
3	Virginia	7A,E,F	$ 150,975	$ 41,238	$ 36,255	$ 73,482
4		10A,E	$ 449,178	$ 101,488	$ 93,509	$ 254,181
5		24P	$ 501,020	$ 41,262	$ 55,533	$ 404,225
6	District	V7,9	$ 154,440	$ 94,564	$ 35,220	$ 24,656
7		X2	$ 149,490	$ 88,124	$ 36,150	$ 25,216
8		S2,4	$ 205,920	$ 126,772	$ 46,549	$ 32,599
9		N2,6	$ 51,480	$ 30,142	$ 12,572	$ 8,766
10		H2,4	$ 64,350	$ 38,596	$ 15,161	$ 10,593
11		90,92	$ 180,180	$ 109,123	$ 41,819	$ 29,238
12		52,54	$ 77,220	$ 46,415	$ 18,135	$ 12,670
13		80	$ 46,530	$ 28,187	$ 10,796	$ 7,547
14		D5	$ 318,541	$ 162,143	$ 108,464	$ 47,934
15	Maryland	A12	$ 91,971	$ 15,447	$ 65,956	$ 10,568
16		C4	$ 1,007,703	$ 186,192	$ 689,050	$ 132,461
17		C8	$ 1,039,050	$ 83,431	$ 869,189	$ 86,430
18		P17,18,19	$ 645,798	$ 146,875	$ 402,460	$ 96,463
19		W13,14	$ 235,654	$ 45,811	$ 157,405	$ 32,438
20		C12,14	$ 847,879	$ 133,510	$ 606,223	$ 108,146
21		C7,9	$ 701,802	$ 104,400	$ 518,733	$ 78,669
22		W15	$ 372,621	$ 77,450	$ 245,658	$ 49,513
23		Q2	$ 2,971,415	$ 582,690	$ 1,993,686	$ 395,039

Overview of the WMATA Board Meeting

November 5, 2009
9:00 am

Executive Summary

A series of executive sessions in both committees are scheduled to discuss the Public Access to Records Policy, Sale of Excess Property at Chillum Place NE, and the Term Sheet for Shaw-Howard University site on Florida Avenue. The Board will meet in full after these items are considered at the committees. Finance, Administration and Oversight committee has one regional item regarding MetroAccess, three local action items not affecting the District, and several information items on the budget and SmarTrip.

Summary of Suggested Questions to WMATA GM/Staff

- Travel training initiative: how much savings in the MetroAccess operating budget could be realized by these 600 additional registrants being trained to travel on fixed-route transit? At what rate of shifting from MetroAccess to fixed-route modes would the program be expected to show a net positive financial benefit?
- 28A/B and Q2 restructuring: Metro is charging $80,000 annually for a "Service Operations Manager" to oversee these lines. The District's experience with our limited stop routes (30s, S9, 79) is that supervision was promised at the route's introduction but over time the routes lost their dedicated supervision. What assurances can Metro give that when jurisdictions pay for dedicated supervision that they will actually receive it?
- IRS and SmarTrip: what would be the process for an employee receiving money back from their employer? Won't this greatly increase the administrative burden on employers with SmartBenefits?
- FY10 Budget Action Plan: Presentation references using $20 million in ARRA money for "other operating budget activities." What are these and how much of the $20 million do they represent?
- FY10 Budget Action Plan: There is not a line item savings next to each of these proposed initiatives, only a few mention dollar amounts. The Board should be provided with a detailed breakdown of how much savings each initiative entails, because as it stands the Board has no idea how much budget gap remains in FY10 and if these steps are sufficient to solve the problem.
- September's Monthly Financial Report: Explain the huge increases in bus patrons paying the elderly and disabled fare (up 70% or more from last year). What is causing this to happen? Is there evidence of non-elderly or non-disabled patrons abusing the fare structure? What steps is Metro taking to ensure passengers pay the proper fare? Why is the Board hearing about this for the first time now?

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013680

- September's Monthly Financial Report: Why is the 'supplies' line item coming in so high on both rail and bus (37% high on rail, 33% on bus)? Shouldn't the authority be watching its spending pressures more closely in this area? Also, the problem seems to be worsening with September rail supplies overbudget by 62%, bus by 39%. How much of this is as a result of the Red Line incident?

Agenda Items Impacting the District of Columbia

Finance, Administration and Oversight Committee

Action Items:

A. Establish Reimbursable Project - Regional Travel Training Initiative

Discussion: Metro, through its Department of Access Services, was recently awarded $987,000 in Job Access Reverse Commute (JARC) and New Freedom Program funding through the Metropolitan Washington Council of Governments (COG) to initiate a two-year regional travel training initiative in cooperation with Centers for Independent Living (CILs), the Inclusion Research Institute, and vocational rehabilitation centers in Maryland, Virginia and the District of Columbia. This funding will be combined with a required match - $161,893 in in-kind support and $85,000 in matching funds.

Impact: Although Metro makes no such assurance in the presentation, at the current ridership rate of 7 trips per month per registrant, the 600 additional individuals to be travel-trained could represent a savings of up to $1.9 million in reduced demand for MetroAccess trips. Even at a lower rate of trips shifting off MetroAccess the program is projected to have a net positive return on investment.

B. Proposed Restructuring of Metrobus Routes 28A and 28B Leesburg Pike Line

Discussion: The route carries 5,000 riders daily between King Street Metro and Tysons Corner. Route segments will be streamlined and consolidated, with the most important change being the introduction of new limited stop service during peak periods on the 28X.

Impact: The action has a net savings in FY10 of $193,500, of which $83,000 will accrue to the District. Savings in FY11 and 12 are approximately double the FY10 savings as they are for a full year.

C. Proposed Restructuring of Metrobus Route Q2 Veirs Mill Road Line

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013681

Discussion: The routes carry over 10,000 passengers between Shady Grove and Silver Spring. Proposed route restructuring would split the route into two, offering less service on the segment with lower demand and more service on the overlapping segment and where higher passenger demand exists.

Impact: The action has a net savings in FY10 of $125,000, of which $53,700 will accrue to the District.

D. Huntington Parking Garage Budget Adjustments

Discussion: Garages at Huntington and West Falls Church are complete, but the Huntington garage is overbudget by $250,000 and West Falls Church has budget remaining. Action will transfer funds from Huntington to West Falls Church budgets so that both projects may be closed out.

Impact: None.

Information Items:

A. IRS Requirements for Separation of Parking and Transit Benefits

Discussion: The IRS ruling requiring separate 'purses' of funds within SmarTrip (for cash added by users, for parking benefit provided by employer, for transit benefit provided by employer) will be implemented in January 2010 as required. Employers will be afforded the option to stay under the current system, where unused employee benefits are rolled over at the end of each month, or elect a new system where unused benefits revert to the employer. This is a clarification for Metro's prior assertion that all employers were required to operate under the second scheme; they now will be afforded the option of either one.

B. FY10 Budget Action Plan

Discussion: Metro proposes to use up to $20 million in ARRA money to support preventive maintenance, and "other operating budget activities." Funds received from Inauguration will offset $3.4 million, and $7 million will be recovered from insurance as a result of the red line accident. Shifting to paperless payroll and employee schedule optimization are also mentioned, along with use of the prior year's surplus of $5.6 million. Nowhere does Metro total up these actions by line item and show how they fully offset the FY10 budget gap; Board members are left with no assurance that these actions will solve the problem.

C. FY11 Budget Calendar

Discussion: Public forums on the FY11 budget have completed in the District and Virginia, with sessions still to go in Maryland. Metro recommits to producing a balanced operating and capital baseline budget in December, and a detailed

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013682

proposed budget book in January that includes a schedule for potential service and fare adjustments.

D. FY10 Monthly Financial Report (September)

Discussion: Revenues coming in 6% low and expenses coming in 5% high have led to an overbudget situation of $8.4 million in the operating budget. Rail ridership is 3% lower than last year and 6% below budget. Bus ridership is 6% lower than last year and 10% below budget.

The capital budget for FY2010 is $764 million. Capital spending through September is as follows: $266 million has been obligated, and $78 million has been expended. The FY2010 debt balance is $59 million.

Bus procurement is still delayed; staff has stopped making a prediction on when New Flyer will deliver the remaining buses. Through September, Metrobus has received 131 buses in its procurement of 203 diesel-electric hybrid buses, 105 of which are in revenue service.

Year-to-date authority wide spending showed supplies as one of the major overbudget categories; 37% on rail and 33% on bus.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013683

Overview of the WMATA Board Meeting

September 24, 2009
9:00 am

Agenda Items Impacting the District of Columbia

Planning, Development and Real Estate Committee

Action Items:

A. Leesburg Pike Metrobus Improvements Request to Conduct Public Hearings
B. Veirs Mill Road Metrobus Improvements Request to Conduct Public Hearings

Impact: These routes are in Virginia and Maryland, respectively, with no service inside the District. The changes are intended to be cost-neutral to the Authority.

Information Items:

A. Safety Report

Discussion: On the rail side, rail maintenance safety stand-down has been launched, additional personnel have been assigned to the Safety Department to assist with conducting comprehensive safety checks throughout the rail system, and safety personnel have been assigned to night shifts to increase oversight of night work activities. On bus, six bus training instructors have completed the Smith Systems (Defensive Driving) training course, and a bus safety advisory was distributed. DDOT staff questions what steps are being taken to impart the Smith Systems expertise to drivers.

Safety report was mostly favorable in comparison to year-ago levels, with clear exceptions of rail on-board injuries and derailments, both extremely serious deficiencies. Preventable and nonpreventable bus accident rates were both improved dramatically over one year ago.

B. Metro Police Crime Statistics and Significant Facts

Discussion: Crime statistics are steady from year-ago levels. MTPD arrested a serial bomb threat suspect in August, he is accused of 21 bomb threats inside the system and has been charged with federal crimes. Assaults against bus operators are down 22% from a year ago. Gallery Place remains the top station for crime incidence in the District.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013684

C. Metro Rehabilitation

Discussion: Metro is providing substantial detail of upcoming work on the system and its impact on customers.

D. Update on NextBus

Discussion: The NextBus system is operating well, with most customers (65%) accessing predictions via the web. 35% are using the phone system.

E. Elevator and Escalator Maintenance Program

Discussion: Metro is providing an overview of the escalator and elevator maintenance program. A total of 534 escalators and 236 elevators provide service to customers in the Metro system. Next year, all mechanics will be Metro employees and preventive maintenance conducted in-house per a blue ribbon panel recommendation. Metro's CIP rehabilitates 15 elevators and 30 escalators annually.

F. City Year Secret Shopper

Discussion: In the fall of 2008, City Year partnered with Council member Jim Graham to receive a $150,000 Council-approved grant to purchase bus and rail passes in exchange for implementing the Washington Metropolitan Area Transit Authority (WMATA) Secret Shopper Program. City Year corps members have conducted 1,700 surveys on rail and bus to gauge customer service issues and performance.

Board of Directors

Items from the Finance, Administration and Oversight Committee

Action Items:

A. Approve FY11 Budget Guidance

Purpose: To obtain budget guidance from the Board regarding the development of the FY2011 General Manager's Proposed Budget, and obtain Board approval of the FY2011 Budget Guidance Resolution.

Discussion: The FY11 proposed budget guidance calls for a fare increase of 6%, resulting in a nominal 1% increase in fare revenue net of elasticity and no cuts in service levels. Mainly because the currently in-place advertising contract expires at the end of FY10, non-passenger revenues will see a dramatic cut of $44.9m. Total authority revenues even with the 6% passenger fare increase are projected to be down nearly $1m from FY10 levels.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013685

Impact: Given the pro-forma scenario, total subsidy for FY11 would be $653.3m, an increase of $106.6m or nearly a 20% increase. The District has budgeted a 5.7% increase in WMATA subsidy for FY10. Clearly additional cost savings must be found, service levels reduced, fares raised more than 6%, or other revenue sources identified in order to close the gap and provide a balanced budget for Board consideration by December 2009.

B. Amend FY10 Budget for DHS-Funded Security Projects

Purpose: To inform the Finance, Administration and Oversight (FAO) Committee and the Board of Directors of the availability of 100% federally-funded U.S. Department of Homeland Security (DHS) grants; and
2. To obtain FAO concurrence and Board approval to:
(a) amend the FY 2010 Annual Budget to include federal security grants that require no matching funds, and apply $6,820,291 of grant funds to the FY10 Operating Budget, and apply $60,369,913 of grant funds to the FY 2010 Capital, Metro Matters Program;
(b) modify existing engineering, construction and equipment contracts and/or advertise and award contracts for security projects funded by the DHS funds; and
(c) authorize 25 DHS grant-funded positions to the Metro Transit Police Department.

Discussion: Despite their significant financial contributions to Metro security, and the fact that DHS grants presented in this action require no matching jurisdictional funds, most of these grants will impact future Metro budgets. DHS-funded equipment will need servicing and maintenance, just as non-DHS funded fire alarm systems need periodic testing, servicing, repairs and upgrades to keep them working. DHS grants do not pay for that work, so future Metro budgets will likely bear the load. This action does not address the sustainability challenge, except to suggest that while the transit industry operates in a heightened security status, the cost of sustaining security systems is analogous to the cost of sustaining fire suppression/alarm systems. It is a necessary business expense to maintain safety and security systems.

Impact: Action has no immediate fiscal impact on the District, but will increase future operating costs of the Authority by $1.4m in 2011 and $1.9m in 2012, with continued operating costs thereafter for maintenance of the new equipment and programs.

Items from the Planning, Development and Real Estate Committee

Action Items:

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013686

A. Amend Sale of Arlington Bus Garage Property

Purpose: Obtain Board approval to amend the Sale and Development Agreement with Ashton Park Associates, LLC to allow for a phased sale of the Arlington Bus Garage property.

Discussion: This property was advertised as available for development in the February 11, 1999, Joint Development Solicitation. Ashton Park Associates, LLC ("APA") was chosen as the selected developer of the 179,497-square-foot property, and an Interim Term Sheet was negotiated and approved. A Sale and Development Agreement was executed on June 5, 2007, which contemplated the sale of the property for office and residential development by December 31, 2009.

Due to the collapse of the real estate credit market, APA has been unable to obtain debt financing for purchase of the entire property. APA has requested a phased sale of the property to allow development of a first phase office building for a committed Federal government tenant. To facilitate this Arlington County economic development objective, staff has negotiated an Amendment to the Sale and Development Agreement that provides for the sale of the property in two or three phases, with completion by December 23, 2011, and no diminution in present value.

Impact: Proceeds from this sale will be reimbursed to the Metro Matters Capital program from which funds were advanced, pursuant to Board Resolution 2006-02, subject to reimbursement from the sale of the Arlington Bus Garage. The replacement garage, as built and operational, is shared by both Metro and Fairfax County.

B. Extension of Negotiating Period for Shaw Howard University/Florida Avenue Parcels

Purpose: Extend the negotiating period for the Shaw-Howard U./Florida Avenue joint development site by 120 days, from August 2009, to allow negotiation of a term sheet and joint development agreement to be brought to the Board in December 2009.

Discussion: In April 2009, the Board approved a 120-day period to renegotiate a term sheet for the Shaw-Howard U./Florida Avenue joint development site, which consists of three separate parcels totaling 28,892 sf located between 7th and 9th streets NW in Washington, DC. The development team, led by Banneker Ventures, LLC, proposed to lease the site from Metro for 60 years and build a minimum of 104 housing units over ground floor retail space of approximately 11,750 sf.

Upon approving the development team in June 2008, the Board requested that

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013687

an affordable housing component be included in the project. The development team then amended its financial offer to Metro to include a substantial reduction in rent to reflect its affordable housing component. The project has undergone other delays due to FTA requirements and negotiation regarding the affordable housing component.

An appraiser has been engaged, but will not complete its assignment in time for conclusion of term sheet negotiations and a Board decision in September 2009. Accordingly, and in light of the fact that the development team and staff have been reviewing a draft joint development agreement, staff proposes instead to conclude negotiations on the term sheet and joint development agreement and bring both to the Board for its consideration in December 2009.

Impact: This action will have no immediate impact on funding. Revenue from the project will be deposited into the Transit Infrastructure Investment Fund (TIIF).

C. Initiate New On-Call A-E Contracts

Purpose: To obtain Committee concurrence and Board approval to initiate six separate "On-Call" professional, architectural, engineering, and planning services contracts for Fiscal Years 2011 through 2016.

Discussion: The proposed five-year "On-Call" engineering services contracts shall be structured using six separate major specialty contracts: (1) Architectural, Structural, Civil, Electrical, Mechanical and New Projects; (2) Traction Power, (3) Communication, (4) Automatic Train Control and Track Work, (5) Automatic Fare Collection, and (6) Planning. This structure will provide increased competition, better response to technical issues and a larger knowledge base of specialty disciplines.

Impact: There is no impact on funding at this time; however, projections indicate that similar levels of funding will be expended on the new "On-Call" contracts as for the present "On-Call" contracts. The FY10 "On-Call" program includes $14,143,000 for the SF5070 contract and $4,800,000 for the SF5111 contract.

D. Initiate Orange/Blue Line System Rehabilitation Contract

Purpose: To obtain Board of Directors approval to initiate a contract to provide System Infrastructure Rehabilitation for the Orange and Blue Lines from Stadium-Armory Metrorail station to Reagan National Airport station.

Discussion: This is a continuation of the new System Infrastructure Rehabilitation Program for the Metro rail system presented at the July 24, 2008 Committee and Board Meetings. The Red Line rehabilitation – 1 contract

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013688

received Board approval to award a $177 Million contract on July 16, 2009. The Orange/Blue Line project will enhance Metro`s ability to keep the system in a state of good repair, with minimal disruption, increase productivity and reduce cost.

Work to be performed includes, but is not limited to, traction power, automatic train control, motor control centers, communications upgrades, track fasteners replacement, tunnel lighting replacement, tunnel ventilation and fire standpipe rehabilitation. Station rehabilitation includes platform slab/tile replacement, canopy roof replacement, station vaults repair, air conditioning/ventilation equipment rehabilitation and replacement, lighting, public address, closed circuit video camera (CCTV) system upgrades and elevator/escalator rehabilitation.

A contract award is anticipated for June 2010, with the projects continuing for five years after that date.

Impact: Funding for the first $41.5m is included in Metro Matters, but the remaining needed funds ($338.5m) are subject to approval via the next capital funding agreement. Rehabilitation will have significant impacts on passengers for the duration of construction due to single tracking and station closures.

E. Initiate Rail Yard Infrastructure Rehabilitation Project

Purpose: To obtain Board of Directors approval to initiate a contract to provide System Infrastructure Rehabilitation for three Rail Maintenance Yards: Alexandria, Brentwood and New Carrollton.

Discussion: This project is the first of three proposed projects for rail operations and maintenance facilities, and the third in a series of contracts, which are part of an overall System Infrastructure Renewal Program (IRPG) that was presented at the July 24, 2008 Committee Meeting. The Red Line Rehabilitation - 1 contract received Board approval to award a $177 million contract on July 16, 2009.

Examples of rehabilitation activities include: bring electrical systems into code compliance; overhaul fire hydrants; install control tower fire escapes; replace shop/building equipment (air compressors/dryers, steam cleaners, HVAC, plumbing fixtures, water heaters, boilers, sprinkler system components); upgrade security & Public Address systems; install new or replacement signage; repair or replace street and yard lights; rehabilitate bathrooms, locker rooms, office spaces; rehabilitate wear surfaces including interior/exterior walls, floors, stairs and ceilings; rehabilitate pavement/fence; restore landscaping.

Under this project, the work will be scheduled by facility with construction initiating on the Alexandria Rail Yard in early 2010 completing in late 2011 with a budget of $61.1 million. Brentwood follows in early 2011 completing in late 2012 with a budget of $36.8 million. The final yard under this contract is New Carrollton

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013689

with construction initiating in mid 2012 completing in mid 2014 with a budget of $29.8 million. A contract award is anticipated for June 2010, with the projects continuing for five years after that date.

Impact: Funding for the first $34m is included in Metro Matters, but the remaining needed funds ($93.7m) are subject to approval via the next capital funding agreement.

F. Approval of the Public Hearing Report for Cinder Bed Road Bus Garage

Purpose: To obtain concurrence from the Planning, Development and Real Estate Committee and approval, subject to a final financing plan, from the Board of Directors for: 1. The Final Public Hearing Staff Report and Final General Plans for a new bus facility; and 2. Approval of the Project and amendment of the Mass Transit Plan to add the Cinder Bed Road Bus Facility.

Discussion: The proposed action taken to the public hearing is for a new bus facility in Fairfax County on Cinder Bed Road. The facility would house up to 160 buses with a LEED Silver rating and with capability for Compressed Natural Gas (CNG) buses. The Public Hearing was held on July 28, 2009 in Fairfax County and one person testified in opposition to the proposal due to traffic concerns. The Public Hearing comment period closed at 5:00PM on August 7, 2009 at which time five additional written comments were received. Four of the written comments oppose the proposed action primarily on concerns related to traffic in the vicinity of the new facility. The fifth comment came from Fairfax County staff with technical comments that will be addressed as the project moves forward into final design.

Impact: No Budget approval is being sought with this action. The budget and funds approved by the Board in April 2009 included the costs associated with the holding of the public hearing.

Items from the Planning, Development and Real Estate Committee

Action Items:

A. Leesburg Pike Metrobus Improvements Request to Conduct Public Hearings
B. Veirs Mill Road Metrobus Improvements Request to Conduct Public Hearings

These items are discussed in the committee briefing above.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013690

Administrative Items

Note: there are 31 administrative items this month and they will not be detailed for purposes of this briefing. The bulk of the actions (numbers 5-31) are made necessary due to the Board's decision to more carefully consider the Plan of Contracts and defer committee action; but certain contract items must proceed now so Authority business is not interrupted. None of the very high value Plan of Contracts items notable for their extremely large impact are included in this list. Each item is shown with the expected value.

Action Items:

1. Ratification of International Travel for Deputy Chief Erhart Olson
2. Approval to Initiate & Award Contracts - Regional Customer Service Center, Compact Point of Sale Networks, & Communication Networks (FY11 operating: $8,260,000)
3. Approval to Initiate & Award a Sole Source Contract to Alstom to Repair Door Control Units on 1000-Series Railcars (FY11 capital: $638,000)

Items originally on the Plan of Contracts follow:

4. Approval to Initiate & Award a Contract for Environmentally-Friendly Air Compressors Installation – Plan of Contracts # 91 ($5,893,860)
5. Approval to Initiate & Award Contracts for Traction Power Cable Installation – Plan of Contracts # 15 ($3,900,000)
6. Approval to Modify Contract FN5089 for Traction Power Substation Equipment Installation – Plan of Contracts # 17 ($1,500,000)
7. Approval to Initiate & Award Contract for Development & Implementation of GIS & Web Apps – POC # 45-47 & 118-122 ($2,272,865)
8. Approval to Initiate & Award Contracts for Mainframe Application Migration – Plan of Contracts # 69, 72, 75 ($4,900,000)
9. Approval to Initiate & Award Contracts for Upgrade of Maximo Applications – Plan of Contracts # 77-80 ($740,000)
10. Approval to Initiate & Award Competitive & Sole Source Contracts - Bus Repairable Parts & Project Management – POC # 83 ($4,825,689)
11. Approval to Initiate & Award Contracts for the Build-Out of Bus OCC at CTF – Plan of Contracts # 85 ($2,000,000)
12. Approval to Initiate & Award Competitive & Sole Source Contracts - Bus Support Equip & Project Management – POC # 87 ($1,286,000)
13. Approval to Initiate & Award a Contract(s) - Data Center & Infrastructure Consultant Services – POC # 104-107 ($1,062,578)
14. Approval to Initiate & Award a Contract for Police Sedans – Plan of Contracts #125 ($1,005,000)

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013691

15. Approval to Initiate & Award a Contract for Police Light Duty Trucks – Plan of Contracts #127 ($306,870)
16. Approval to Initiate & Award a Contract - Improve Audio Quality of CRCS – POC # 135 ($750,000)
17. Approval to Initiate & Award a Contract for Turnouts and Crossovers – Plan of Contracts # 142 ($2,700,000)
18. Approval to Initiate & Award a Contract for Guarded Turnouts for Mt. Vernon – Plan of Contracts # 148 ($200,000)
19. Approval to Modify a Contract for Traction Power Cable Purchase – Plan of Contracts # 18 ($1,500,000)
20. Approval to Modify Contract FN5088 - Traction Power Substation Equipment Install – POC # 19 ($1,000,000)
21. Approval to Modify a Contract for Traction Bond Cable Installation – Plan of Contracts # 21 ($780,000)
22. Approval to Modify a Contract for Purchase & Installation of Feeder Cable for Drainage Pump Stations – POC # 22 ($600,000)
23. Approval to Modify a Contract to Repair Concrete Structural Slabs - Bladensburg Bus Facilities – POC # 23 ($500,000)
24. Approval to Modify Contract for On-Call Environmental Services – Plan of Contracts # 27 ($400,000)
25. Approval to Modify a Contract for Rehab of Air Conditioning and Ventilation Sys – POC # 28 ($320,000)
26. Approval to Modify a Contract for Metro Center Drainage Pump Station Feeder Rehab – Plan of Contracts # 31 ($275,000)
27. Approval to Modify a Contract to Replace Track Fasteners at Shady Grove Railcar Wash – Plan of Contracts # 33 ($275,000)
28. Approval to Modify a Contract - Install of Additional Fire Standpipe - Pentagon Station – POC # 37 ($150,000)
29. Approval to Modify a Contract - On-Call Engineering Services for the Office of SmarTrip® – POC # 59, 60 ($2,700,000)
30. Approval to Initiate & Award Contracts for Rail Support Equipment – Plan of Contracts # 114 ($2,887,000)
31. Approval of Capital Funding Component for Option Year 2 for RCSC – POC # 61, 63 ($840,000)

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013692

UmVwb3J0aW5nLU1UQTogZG5zO0NvdW5jaWwubG9jYWwNClJlY2VpdmVkLUZyb20tTVR
BOiBkbnM7
c210cDlzLmRjLmdvdg0KQXJyaXZhbC1EYXRlOiBNb24sIDI2IE9jdCAyMDA5IDEzOjAwOjMzI
Csw
MDAwDQoNCk9yaWdpbmFsLVJlY2lwaWVudDogcmZjODIyO2xib3lkQGRjY291bmNpbC51c
w0KRmlu
YWwtUmVjaXBpZW50OiByZmM4MjI7bGJveWRAZGNjb3VuY2lsLnVzDQpBY3Rpb246IGZha
WxlZA0K
U3RhdHVzOiA1LjEuMQ0KRGlhZ25vc3RpYy1Db2RlOiBzbXRwOzU1MCA1LjEuMSBSRVNP
TFZFUi5B
RFIuUmVjaXBOb3RGb3VuZDsgbm90IGZvdW5kDQpYLURpc3BsYXktTmFtZTogTGluZGEgV
2hhcnRv
biBCb3lkDQoNCg==

Subject:

Subject:

OFFICE OF THE GENERAL COUNSEL
Council of the District of Columbia
1350 Pennsylvania Avenue NW, Suite 4
Washington, DC 20004
(202) 724-8026

July 13, 2012

VIA EMAIL

Bradley Bondi
Cadwalader, Wickersham & Taft LLP
700 Sixth Street, N.W.
Washington, DC 20001

RE: Response to July 2, 2012, subpoena

Dear Mr. Bondi,

Please find attached to this letter, Councilmember Jim Graham's initial response to your July 2, 2012, subpoena. We have conducted a search of the Councilmember's official email address (jgraham@dccouncil.us) and his personal email address (jim@grahamwone.com), and reviewed the search results for all communications that are in any way relevant to the Florida Avenue development project.

As agreed, I will likely be providing additional documents by July 20, 2012, after an opportunity to complete the full search and review.

The documents responsive to each request are identified as follows:

1. All communications or evidence of communications between you (or any member of your staff) and representatives of Banneker Ventures LLC, Omar Karim, Warren Williams, Alaka Williams, Crystal Wright, or James Link. This includes, but is not limited to, letters, memoranda, facsimiles, meeting notes, handwritten notes, meeting talking points, agendas, presentation materials, sign-in sheets, telephone records, and emails, including emails from personal email accounts.

Pages 3 - 4

2. All communications or evidence of communications between you (or any member of your staff) and representatives of LaKritz Adler Development LLC, Donatelli Development, Inc., or Metropolis Development Company, including, but not limited to, communications with Rob LaKritz, Josh Adler, or Merrick Malone. This includes, but is not limited to, letters, facsimiles, meeting notes, handwritten notes, meeting talking points, agendas, presentation materials, sign-in sheets, telephone records, and emails, including emails from personal email accounts.

Pages 5 - 15

3. All communications or evidence of communications between you (or any member of your staff) and representatives of Intralot, W21, or W2Tech, created, dated, sent, or received between January I, 2008, and December 31, 2008, discussing, relating, or referring to property development involving WMAT A. For this request, please include all such communications with lobbyists representing Intralot, W2I, or W2Tech, including, but not limited to, any current or former employee of the American Capitol Group. This includes, but is not limited to, letters, memoranda, facsimiles, meeting notes, handwritten notes, meeting talking points, agendas, presentation materials, sign-in sheets, telephone records, and emails, including emails from personal email accounts.

No responsive documents are in our possession.

4. All documents or communications with anyone discussing, relating, or referring to the development of the Florida Avenue Property, including, but not limited to, WMATA staff, current or former members of the WMA TA Board of Directors, current or former members of the D.C. Council, or current or former D.C. Council staff. This includes, but is not limited to, letters, memoranda, facsimiles, meeting notes, handwritten notes, meeting talking points, agendas, presentation materials, sign-in sheets, telephone records, and emails, including emails from personal email accounts.

Pages 17 - 78

5. All calendars, date books, daily planners, or schedules reflecting meetings or conversations with Omar Karim, Warren Williams, Alaka Williams, Crystal Wright, James Link, Rob LaKritz, Josh Adler, or Merrick Malone.

Pages 79 – 82. The Councilmember's calendar reflects the following entries:

- Crystal Wright & James Link (05/29/08) re: The W2 DC Lottery Contract.

- Omar Karim (09/04/08) re: Florida Avenue project.

Councilmember Graham is producing, as requested, a sign-up sheet and calendar entries pertaining to a May 29, 2008, meeting in an effort to be fully cooperative with the investigation and amicably resolve legal disputes concerning these documents. The production of these documents, however, should not be construed as being an admission by Councilmember Graham that the WMATA Florida Avenue contract was discussed at the May 29, 2008, meeting. Nor should it be construed as being a waiver of the legislative immunity that applies to Councilmember Graham's consideration of the lottery contract pending before the Council at the time of the May 29, 2008 meeting.

The May 29, 2008, meeting was held for the exclusive purposes of discussing the lottery contract and to attempt to resolve longstanding issues pertaining to and the concerns about the qualifications of the bid partners for that lottery contract.

The Florida Avenue development was not the subject of the meeting and, to the best of Councilmember Graham's recollection, the Florida Avenue development was not discussed at the May 29, 2008, meeting.

Lastly, the production of these documents should not be construed as being an invitation to or permission for the Metro inquiry to consider the lottery contract.

6. All communications relating to your February 24, 2012, Washington Post editorial, as well as all documents you reviewed while drafting the February 24 editorial.

Pages 83 - 136

Please do not hesitate to contact us with any questions or concerns you may have.

Regards,

/s/ V. David Zvenyach

V. David Zvenyach

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
OFFICE OF INSPECTOR GENERAL

SUBPOENA DUCES TECUM

TO:

The Honorable Jim Graham
Councilmember, Ward One
Council of the District of Columbia
1350 Pennsylvania Avenue NW, Suite 105
Washington, DC 20004

YOU ARE HEREBY COMMANDED TO APPEAR at Cadwalader, Wickersham & Taft LLP ("Cadwalader"), 700 Sixth Street, NW, Washington, DC, for a deposition under oath with a court reporter on July 24, 2012, at 11:00 a.m. or at a mutually agreeable location, date, and time. Cadwalader has been retained by the Audits and Investigations Committee of the Washington Metropolitan Area Transit Authority ("WMATA") to conduct an independent investigation of certain decisions to develop a WMATA-owned property located on Florida Avenue, NW in the District of Columbia ("Florida Avenue Property").

YOU ARE FURTHER COMMANDED to produce and provide the following documents by **July 13, 2012**, unless you previously produced them to Cadwalader. Unless otherwise specified, we are requesting documents that were created, dated, sent, or received between January 1, 2007, and the present.

1. All communications or evidence of communications between you (or any member of your staff) and representatives of Banneker Ventures LLC, Omar Karim, Warren Williams, Alaka Williams, Crystal Wright, or James Link. This includes, but is not limited to, letters, memoranda, facsimiles, meeting notes, handwritten notes, meeting talking points, agendas, presentation materials, sign-in sheets, telephone records, and emails, including emails from personal email accounts.

2. All communications or evidence of communications between you (or any member of your staff) and representatives of LaKritz Adler Development LLC, Donatelli Development, Inc., or Metropolis Development Company, including, but not limited to, communications with Rob LaKritz, Josh Adler, or Merrick Malone. This includes, but is not limited to, letters, facsimiles, meeting notes, handwritten notes, meeting talking points, agendas, presentation materials, sign-in sheets, telephone records, and emails, including emails from personal email accounts.

3. All communications or evidence of communications between you (or any member of your staff) and representatives of Intralot, W2I, or W2Tech, created, dated, sent, or received between January 1, 2008, and December 31, 2008, discussing, relating, or referring to property development involving WMATA. For this request, please include all such communications with lobbyists representing Intralot, W2I, or W2Tech, including, but not limited to, any current or former employee of the American Capitol Group. This includes, but is not limited to, letters, memoranda, facsimiles, meeting notes, handwritten notes, meeting talking points, agendas,

FOIA CONFIDENTIAL TREATMENT REQUESTED

presentation materials, sign-in sheets, telephone records, and emails, including emails from personal email accounts.

4. All documents or communications with anyone discussing, relating, or referring to the development of the Florida Avenue Property, including, but not limited to, WMATA staff, current or former members of the WMATA Board of Directors, current or former members of the D.C. Council, or current or former D.C. Council staff. This includes, but is not limited to, letters, memoranda, facsimiles, meeting notes, handwritten notes, meeting talking points, agendas, presentation materials, sign-in sheets, telephone records, and emails, including emails from personal email accounts.

5. All calendars, date books, daily planners, or schedules reflecting meetings or conversations with Omar Karim, Warren Williams, Alaka Williams, Crystal Wright, James Link, Rob LaKritz, Josh Adler, or Merrick Malone.

6. All communications relating to your February 24, 2012, Washington Post editorial, as well as all documents you reviewed while drafting the February 24 editorial.

You also should retain, preserve, and safeguard against destruction, all documents and communications relating to property development involving WMATA, that were created, dated, sent, or received between January 1, 2007, and the present. Please take all steps necessary to ensure that these documents and communications are preserved, including any documents that you might otherwise destroy in the ordinary course of business. If any document, communication, or evidence of a communication responsive to this subpoena has been destroyed, or otherwise is no longer in your possession, you must describe its contents as well as the date and circumstances of its destruction or leaving your possession.

All documents responsive to this subpoena should be provided to:
Bradley J. Bondi
Partner
Cadwalader, Wickersham & Taft
700 Sixth Street, NW
Washington, DC, 20001

Telephone: 202-862-2314
Email: Bradley.bondi@cwt.com

ISSUED UNDER THE AUTHORITY OF THE WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY COMPACT AND WMATA BOARD OF DIRECTORS RESOLUTION 2006-18

SUBSCRIBED AND SWORN TO BEFORE ME
This 27 day of June 2012
Jeanette C. Richmond
NOTARY PUBLIC-DISTRICT OF COLUMBIA
My Commission expires September 14, 2016

JEANETTE C. RICHMOND NOTARY PUBLIC MY COMMISSION EXPIRES 9/14/2016 DISTRICT OF COLUMBIA

OFFICE OF INSPECTOR GENERAL

Isabel Mercedes Cumming
Assistant Inspector General Investigations & Counsel

Date: 6/27/12

FOIA CONFIDENTIAL TREATMENT REQUESTED

DOCUMENTS RESPONSIVE TO SUBPOENA REQUEST #1

FOIA CONFIDENTIAL TREATMENT REQUESTED

From:	Omar A. Karim
To:	Logan, Myra (COUNCIL)
Cc:	Graham, Jim (COUNCIL)
Subject:	Meeting request
Date:	Thursday, March 18, 2010 10:06:14 AM
Importance:	High

Ms. Logan,

I am writing to request a meeting with Councilman Graham to discuss the project that our firm was awarded by WMATA on the 700 and 800 blocks of Florida Avenue, NW. Would like to discuss our jobs plan with him for Ward 1 residents for the project and get his counsel on whether he knows anyone in the neighborhood whom we could hire for the project. I would like to meet with the Councilmember before next Wednesday.

Thank you in advance.

Omar

Omar A. Karim
Banneker Ventures, LLC
729 15th Street, NW, Suite 400
Washington, DC 20005
(202) 393-5460 phone
(202) 393-5462 fax
(301) 523-1810 cell
okarim@bannekerventures.com

DOCUMENTS RESPONSIVE TO SUBPOENA REQUEST #2

FOIA CONFIDENTIAL TREATMENT REQUESTED

From: Jim Graham
To: Zvenyach, Vladlen David (Council)
Subject: lakritz
Date: Friday, July 06, 2012 5:08:49 PM

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

Jim Graham, Councilmember, Ward One, 1350 Pa. Ave., NW, #105, Washington, DC 20004. 202-724-8181; 202-724-8109 (fax).

Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8191. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

***Website:* www.grahamwone.com**

From: Jim Graham
Sent: Monday, February 06, 2012 8:39 AM
To: robb@lakritzadler.com
Subject: FW: [southcolumbiaheights] Digest Number 1425

Re #2, below, I don't recall any $2m, do you? I recall some about form the Ga Ave Retail TIF fund. Do you know how much?

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

Jim Graham, Councilmember, Ward One, 1350 Pa. Ave., NW, #105, Washington, DC 20004. 202-724-8181; 202-724-8109 (fax).

Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8191. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

***Website:* www.grahamwone.com**

From: southcolumbiaheights@yahoogroups.com [mailto:southcolumbiaheights@yahoogroups.com]
Sent: Sunday, February 05, 2012 6:14 AM
To: southcolumbiaheights@yahoogroups.com

Subject: [southcolumbiaheights] Digest Number 1425

SOUTH COLUMBIA HEIGHTS

Messages In This Digest (2 Messages)

1.
News Headlines 2/4/12 From: Commissioner Sedrick Muhammad

2.
Did Jim Graham try to undermine a Metro project? From: whj@melanet.com

View All Topics | Create New Topic

Messages

1.

News Headlines 2/4/12

Posted by: "Commissioner Sedrick Muhammad" sedrickmuhammad@yahoo.com sedrickmuhammad

Sat Feb 4, 2012 5:04 am (PST)

News Headlines February 4, 2012

D.C. charter school under scrutiny for lack of special-ed students
http://www.washingtonpost.com/local/education/dc-charter-school-under-scrutiny-for-lack-of-special-ed-students/2012/01/30/gIQAR6ZeoQ_print.html

Former D.C. officer sentenced to 18 months for stealing $40,000 from 85-year-old
http://www.washingtonpost.com/local/crime/former-dc-officer-sentenced-to-18-months-for-stealing-40000-from-85-year-old/2012/02/03/gIQAd7ZeoQ_print.html

Affordable housing answers prayers in Southeast Washington
http://www.washingtonpost.com/local/new-affordable-housing-answers-prayers-in-southeast-dc/2012/01/31/gIQALBaeoQ_print.html

THE REGION
http://www.washingtonpost.com/local/2012/02/03/gIQANEaeoQ_print.html

3 robberies hit Shaw neighborhood in 2 days
http://www.washingtonpost.com/local/crime/three-robberies-hit-shaw-neighborhood-in-two-days/2012/02/03/gIQASoieoQ_print.html

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Messages in this topic (1)

2.

Did Jim Graham try to undermine a Metro project?

Posted by: "whj@melanet.com" whj@melanet.com whjmela

Sat Feb 4, 2012 5:36 am (PST)

Today's Post editorial on the actions of CM Graham should be seen as a peak into how the Council Member's pay-to-play political machine works, not as an isolated incident around a single Metro parcel. Whether it's building a park, a multi-million dollar city sponsored development project, closing schools or getting an ABC License the pay-to-play game is the same. Also related to this same lottery contact was the clever use of the legislative/budget process to enable internet gaming, to follow the quid pro quo of the Graham machine requires following closely a similar use of the budget process and emergency legislation to reward public resources to crony developers such as Lakritz Adler. During this same period, LaKritz Adler was recieving via the use of emergency legislation $2.0M in TIF financing to build a CVS on Georgia Ave. A project under normal circumstances which would have never qualified for a city sponsored TIF. Was this TIF a consolation prize in the struggle of a Graham backed team and a Fenty Admin backed team over this Metro prize? For the sake of a political education let's hope the Post keeps peeling back the onion.

Did Jim Graham try to undermine a Metro project?

OFFICIALS AT Banneker Ventures were thrilled when they learned in February 2008 that their company had won a competition to develop Metro-owned property on Florida Avenue NW. The general construction and contract management firm had beaten rival companies in an open procurement process for the retail and residential project. But when the proposal came before Metro on April 24, Jim Graham (D), the District's representative on the transit agency's board and a D.C. Council member whose Ward 1 would be home to the development, successfully moved to postpone action. Mr. Graham's action warrants scrutiny.

Not long after that, he allegedly tried to pressure Banneker out of the Metro deal by linking it to his support for a separate bid by one of Banneker's principals for the District's lucrative lottery contract. What was Mr. Graham up to? On whose behalf was he advocating? And why was it that in both cases — the operation of D.C.'s lottery and the development of Metro land — the winning bidders ended up not doing the public's business?

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013705

[http://www.washingtonpost.com/opinions/did-jim-graham-try-to-undermine-a-metro-project/2012/02/02/gIQAGIeonO_story.html]
http://www.washingtonpost.com/opinions/did-jim-graham-try-to-undermine-a-metro-project/2012/02/02/gIQAGIeonO_story.html

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Change settings via email: Switch delivery to Individual | Switch format to Traditional
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RECENT ACTIVITY

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© 5

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Put your favorite photos and more online.

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Get it all here
Breaking news to entertainment news

Need traffic?
Drive customers
With search ads on Yahoo!

Need to Reply?
Click one of the "Reply" links to respond to a specific message in the Daily Digest.

From: Jim Graham
To: Zvenyach, Vladlen David (Council)
Subject: lakritz
Date: Friday, July 06, 2012 5:13:30 PM

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

Jim Graham, Councilmember, Ward One, 1350 Pa. Ave., NW, #105, Washington, DC 20004. 202-724-8181; 202-724-8109 (fax).

Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8191. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

***Website:* www.grahamwone.com**

From: Jim Graham
Sent: Wednesday, October 13, 2010 8:19 AM
To: Alex Murray
Cc: tonynorman@peoplepc.com; info@lakritzadler.com; Myla Moss
Subject: RE: Developement of Florida Ave between 7th and 9th

Glad to help

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

Jim Graham, Councilmember, Ward One, 1350 Pa. Ave., NW, #105, Washington, DC 20004. 202-724-8181; 202-724-8109 (fax).

Chairman, Committee on Public Works and Transportation (including alcohol regulation). Main Committee Number: 202-724-8195. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

Voting Member, Board of Directors, WMATA/Metro.

***Website:* www.grahamwone.com**

From: Alex Murray [mailto:roy.a.murray@gmail.com]

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013707

Sent: Monday, October 11, 2010 8:22 PM
To: Jim Graham
Cc: tonynorman@peoplepc.com; info@lakritzadler.com; Myla Moss
Subject: Re: Developement of Florida Ave between 7th and 9th

Mr. Graham,

Thank you for your help and support on this issue.

Regards,
Alex Murray

On Mon, Oct 11, 2010 at 11:10 AM, Jim Graham <Jim@grahamwone.com> wrote:
Yes, at the most recent Metro Board cte meeting, I pressed for that to occur. I am now sure it will. Bests Jim

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

Jim Graham, Councilmember, Ward One, 1350 Pa. Ave., NW, #105, Washington, DC 20004. 202-724-8181; 202-724-8109 (fax).

Chairman, Committee on Public Works and Transportation (including alcohol regulation). Main Committee Number: 202-724-8195. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

Voting Member, Board of Directors, WMATA/Metro.

***Website:* www.grahamwone.com**

From: Alex Murray [mailto:roy.a.murray@gmail.com]
Sent: Monday, September 27, 2010 1:51 PM
To: Jim Graham
Cc: tonynorman@peoplepc.com; info@lakritzadler.com
Subject: Developement of Florida Ave between 7th and 9th

Mr. Graham,

For the proposed development of the metro owned property on Florida Ave between 7th and 9th ST NW, I assume the appropriate channels will be notified and community involvement will be encouraged in the development of this area. Mr. Tony Norman (CC'ed) leads the important "Design Review Committee" for ANC 1B and I am sure would appreciate the opportunity to gather input on the development of this site.

As we are all are aware, this area would be crucial to anchoring the lower Georgia Ave and Shaw communities (along with the redevelopment of Howard theater and the Progression Place development) .

FOIA CONFIDENTIAL TREATMENT REQUESTED

As only one voice in the community, in my opinion, The Howard University servicing convention center and hotel development proposed by Lakritz Adler (doesn't Shaw already have a magnificent convention center already only 7 blocks away?) that looks like a carbon copy of the tragic Reeves Center would not be a good fit for this historical area.

Please afford the community an opportunity to help guide this project into something that will benefit more than just Howard University and offer something to all (and is easy on the eyes). Thank you.

Regards,
Alex Murray
2535 13th St NW DC

REF: Attached RFP and below articles about the development for reference:

http://www.washingtoncitypaper.com/blogs/housingcomplex/2010/09/27/what-florida-avenue-could-look-like/
http://www.washingtonpost.com/wp-dyn/content/article/2010/09/10/AR2010091006553.html

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013709

From: Jim Graham
To: Zverych, Vladen Davie (Council)
Subject: lakritz
Date: Friday, July 06, 2012 5:35:11 PM

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

Jim Graham, Councilmember, Ward One, 1350 Pa. Ave., NW, #105, Washington, DC 20004. 202-724-8181; 202-724-8109 (fax).

Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8191. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

Website: www.grahamwone.com

-----Original Message-----
From: Jim Graham
Sent: Wednesday, August 18, 2010 11:23 AM
To: Chris Donatelli (CDonatelli@dkdevelopment.com)
Subject: FW: Donatelli Hegemony: More Costs in Facing A Moral Hazard

What do you make o this?

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

Jim Graham, Councilmember, Ward One, 1350 Pa. Ave., NW, #105, Washington, DC 20004. 202-724-8181; 202-724-8109 (fax).

Chairman, Committee on Public Works and Transportation (including alcohol regulation). Main Committee Number: 202-724-8195. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

Voting Member, Board of Directors, WMATA/Metro.

Website: www.grahamwone.com

-----Original Message-----
From: whj@melanet.com [mailto:whj@melanet.com]
Sent: Tuesday, August 17, 2010 12:20 PM
To: columbia_heights@yahoogroups.com
Cc: WardOneDC Yahoo Group; mbrown@dccouncil.us; vgray@dccouncil.us; mayor@dc.gov; mbowser@dccouncil.us; dcatania@dccouncil.us; pmendelson@dccouncil.us; mbarry@dccouncil.us; Jim Graham; mcheh@dccouncil.us; yalexander@dccouncil.us; hthomas@dccouncil.us; neil.albert@dc.gov; valerie.santos@dc.gov; jackevans@dccouncil.us; twells@dccouncil.us; Kwame (COUNCIL)Brown; nrhone@cjuf.com; david.webb@cassidyturley.com; rpotts@canyonpartners.com
Subject: Donatelli Hegemony: More Costs in Facing A Moral Hazard

While scanning the District's Tax Sale list, properties delinquent from the Oct. 2009 round of property tax payments, I came across the properties listed below. From, what I can tell these delinquent properties are still in possession of Donatelli Development.

From DC's Latest Tax Sale List:
2672 0884 8JMP TX COLUMBIA HEIGHTS VENTURE 1400 IRVING ST NW $508,791.63

2848 2075 8JMP TX COLUMBIA HEIGHTS VENTURE 1390 KENYON ST NW $520.51
2848 2094 8JMP TX COLUMBIA HEIGHTS KENYON 1390 KENYON ST NW $6,563.03
2848 2153 8JMP TX COLUMBIA HEIGHTS VENTURE 1390 KENYON ST NW $3,680.42
2848 2167 8JMP TX COLUMBIA HEIGHTS KENYON 1390 KENYON ST NW $5,654.95
2848 2177 8JMP TX COLUMBIA HEIGHTS KENYON 1390 KENYON ST NW $6,209.98
2848 2181 8JMP TX COLUMBIA HEIGHTS KENYON 1390 KENYON ST NW $5,121.12
2848 2182 8JMP TX COLUMBIA HEIGHTS KENYON 1390 KENYON ST NW $6,737.16
2848 2194 8JMP TX COLUMBIA HEIGHTS KENYON 1390 KENYON ST NW $6,858.74 http://otr.cfo.dc.gov/otr/frames.asp?doc=/otr/lib/otr/2010_rpta_forms/2010_dc_taxsalehr.pdf

The first, ~$509K for Highland Park, I understand why that property is deliquent. CM Graham, the Council and the Mayor had ensured via the 2011 Budget Support Act that Donatelli Development would not have to pay property taxes in 2008, 2009, 2010, for Highland Park. As well if 2008 taxes have been paid they will be refunded, a total value of at least $1.5M with is one of the elements at the heart of our community development moral and civic hazard. The money would have been better spent stabilizing Boys & Girls Club #10.

I was surpised; however, to see they 8 properties associated with Kenyon Square delinquent for about a total $41K. If, I understand the terms of the Land Disposition Agreement (LDA) entered between Donatelli Development and the District/NCRC the District has the right to take these units at this minimum auction price and make them available as workforce housing. If what I suspect is true, these units have not been sold and remain in the developer's inventory. The property taxes have not been paid. The Government per the LDA maintains an interest in these units on behalf of the residents of the District and specifically Columbia Heights. By allowing these units to go to tax sale the District seems to be acting against its own interest and the interest of its citizens.

As well, the District seems to have placed the interest of Columbia Heights in the hands of an entity that is no longer capable for performing. To close the gap the District is taking jobs, housing, and resources from the community and the homeless to pay for political commitments to Donatelli Development. And now wants to not only continue this model which takes resources from those in the community most in need and shifts them to Donatelli Development and CM Graham's political machine with Highland Park Phase II and other areas of the city.

If CM Graham, the Mayor and Council were serious about addressing this moral hazard and developmental equity, they would support an effort transfer these resources and others to a neighborhood trust, until we can sort out this moral, civic and economic hazard.

William

-----Original Message-----
From: whj@melanet.com
Sent: Thursday, August 5, 2010 7:40pm
To: "Richard Layman" <rlaymandc@yahoo.com>
Cc: "columbia_heights@yahoogroups.com" <columbia_heights@yahoogroups.com>, "WardOneDC Yahoo Group" <wardonedc@yahoogroups.com>, mbrown@dccouncil.us, vgray@dccouncil.us, mayor@dc.gov, mbowser@dccouncil.us, dcatania@dccouncil.us, pmendelson@dccouncil.us, mbarry@dccouncil.us, jim@grahamwone.com, mcheh@dccouncil.us, yalexander@dccouncil.us, hthomas@dccouncil.us, neil.albert@dc.gov, valerie.santos@dc.gov, jackevans@dccouncil.us, twells@dccouncil.us, "Kwame (COUNCIL)Brown" <kbrown@dccouncil.us>, nrhone@cjuf.com, david.webb@cassidyturley.com, rpotts@canyonpartners.com
Subject: Re: [columbia_heights] Donatelli Hegemony: Political Avoidance of Facing A Moral Hazard Pt. I 1/2

It may be best to think of Columbia Heights for the good and bad of it as a micro or bellwether for neighborhood development in the District, the region or even the world. All of the issues or similar ones would become apparent if there was the courage to look beyond the surface. Believe me I understand the fear. But we must start somewhere and Donatelli Development's blunge into this hazard is something this community and government can do something about, if we can fine the moral courage.

-----Original Message-----
From: "Richard Layman" <rlaymandc@yahoo.com>
Sent: Thursday, August 5, 2010 8:55am
To: whj@melanet.com
Cc: "columbia_heights@yahoogroups.com" <columbia_heights@yahoogroups.com>, "WardOneDC Yahoo Group" <wardonedc@yahoogroups.com>, mbrown@dccouncil.us, vgray@dccouncil.us, mayor@dc.gov, mbowser@dccouncil.us, dcatania@dccouncil.us, pmendelson@dccouncil.us, mbarry@dccouncil.us, jim@grahamwone.com, mcheh@dccouncil.us, yalexander@dccouncil.us, hthomas@dccouncil.us, neil.albert@dc.gov, valerie.santos@dc.gov, jackevans@dccouncil.us, twells@dccouncil.us, "Kwame (COUNCIL)Brown" <kbrown@dccouncil.us>, nrhone@cjuf.com, David.Webb@cassidyturley.com, rpotts@canyonpartners.com
Subject: Re: [columbia_heights] Donatelli Hegemony: Political Avoidance of Facing A Moral Hazard Pt. I 1/2

I get the moral hazard.

It's in how the city does contracting generally, how many zoning and planning procedures are very weakly defined so as to afford the most flexibiilty for developers and the least consideration of community concerns, how there isn't a standard process to request tax abatements (generally, it goes through councilmembers, there isn't one universal process), how we don't create neighborhood/district community plans, so there isn't much guidance and consensus setting of priorities, how there isn't a standard process and system for awarding grants to community organizations, and how it's a "system" designed to reward the connected.

For me, the Donatelli stuff that so engages you is to me an infinitesimal part of the whole. But you focus on the infinitesimal (a/k/a Columbia Heights) and inadequately draw out the entire process. It's like the story of the four blind men touching an elephant, each touching a different part and having no idea of the totality of the whole.

Where's the outrage over David Wilmot's "nonprofit" for the disabled, the contracting problems at UPO a few years ago, issues with CDCs, or people like H.R. Crawford, all the subject of long investigative pieces in the Washington Post over the years?

Where is the outrage over the minimal participation in the WMATA Board by most of DC's appointees other than Councilmember Graham?

etc.

Those are pieces of the same pie, the same problem, the same totality.

I admire people who have the fortitude to deal with the corrupt but legal practices in the city over the long term.

I've dealt with it for about 10 years and I don't have the energy or desire to continue. I do find it ironic that points I made 5-8 years ago are starting to become the conventional wisdom about problems with the system.

But the problem which most people still don't get isn't "process," but about how the system is structured to operate.

And instead of building government systems to be robust and focused on excellence, we get piecemeal programs, piecemeal plans, piecemeal legislation that focuses on itty bitty pieces of big problems.

Doing a blog search of my own blog with the keyword corruption finds more than one dozen entries and a discussion of the world bank publication, Corrupt Cities: A Practical Guide to Cure and Prevention <http://www.google.com/url?sa=t&source=web&ct=res&cd=4&url=http%3A%2F%2Fbooks.google.com%2Fbooks%3Fid%3DBju8S56mMjgC%26dq%3DCorrupt%2BCities%2522%2BA%2BPractical%2BGuide%2Bto%2BCure%2Band%2BPrevention%26printsec%3Dfrontcover%26source%3Dbn%26hl%3Den%26ei%3DLUxwSpekCobiNe7kqdoI%26sa%3DX%26oi%3Dbook_result%26ct%3Dresult%26resnum%3D4&ei=LUxwSpekCobiNe7kqdoI&usg=AFQjCNHAuoK8_u1_Xb39V4eofFCu0nr2pg&sig2=T0aD3F8nS9zu5Q0XNrt6hg>, which is fully relevant to the situation in DC.

http://urbanplacesandspaces.blogspot.com/search?q=corruption

While I still have plenty of outrage and write about various issues in my blog (although my amount of writing has declined considerably too, since I am consistent and say the same things, I don't feal a need to keep repeating myself), I am focusing on projects in other cities and state as a consultant/businessperson and wrestling with the decision on whether I even want to vote in the upcoming Democratic primary because my choices -- except for Phil Mendelson -- are unappealing.

--- On Wed, 8/4/10, whj@melanet.com <whj@melanet.com> wrote:

From: whj@melanet.com <whj@melanet.com>
Subject: [columbia_heights] Donatelli Hegemony: Political Avoidance of Facing A Moral Hazard Pt. I 1/2
To: "Richard Layman" <rlaymandc@yahoo.com>
Cc: "columbia_heights@yahoogroups.com" <columbia_heights@yahoogroups.com>, "WardOneDC Yahoo Group" <wardonedc@yahoogroups.com>, mbrown@dccouncil.us, vgray@dccouncil.us, mayor@dc.gov, mbowser@dccouncil.us, dcatania@dccouncil.us, pmendelson@dccouncil.us, mbarry@dccouncil.us, jim@grahamwone.com, mcheh@dccouncil.us, yalexander@dccouncil.us, hthomas@dccouncil.us, neil.albert@dc.gov, valerie.santos@dc.gov, jackevans@dccouncil.us, twells@dccouncil.us, "Kwame (COUNCIL)Brown" <kbrown@dccouncil.us>, nrhone@cjuf.com, David.Webb@cassidyturley.com, rpotts@canyonpartners.com
Date: Wednesday, August 4, 2010, 11:59 PM

Richard, I actually thought of all people you would get it, the gravity of this moral harzard. Instead you have suprisingly taken the position that the messenger is the problem and narrow neighborhood develop down to building pretty buildings. Had I been asked 2 years ago, I would have cautiously vouched for Donatelli Development as a good development partner for any community, preserving the benefit of any doubt. I don't say this lately, but today I am pretty close to using the phrase, "neo-carpetbagger" .

It turns out with CM Graham flying air cover, apparently with the support of some in the Fenty administration, Donatelli Development has been rewarded for violating the terms of its partnership with the Columbia Heights community. Instead of holding Donatelli Development accountable its been a tale of sabotage, duplicity and slight of hand at the expense of the most vulnerable. Things have gotten so bad that I cannot in good conscience remain silent.

First it should be understood, that Donatelli Development did not go on the open market and assemble these parcels via its own resources. No, the government over many, many years using Federal dollars designed to support low and moderate income residents, the building of Metro and even the use of eminent domain assembled these parcels in the name of the public good and the responsibilities which went along with developing these parcels well defined in many many community meetings and documents. As well, the city provided Donatelli Development with a near monopoly in the Northern Columbia Heights condo market over 970 units valued at over $320M all within a 1/2 mile radius. When combined with the Allegro Development about 290 units valued at about $30M both activitly represented by Council Member Graham at one point 3 people nearly terrorized the market almosted unchecked to the tune of over 1200 units and $400M. So what was the community benefit.

1. Donatelli Development spent 5 years attempted to sabotage the Columbia Heights Public Realm Plan and its implementation. Efforts which cost the city at least a $1M and residents 2 extra years of road construction.

2. Donatelli Development spent 6 years sabotaging Columbia Height's effort to help end homelessness. As an aside, recently in the news the Council just voted not to fund the city summer youth employment program (SYEP) with money destinated for the homeless. That is just the surface of the story. At a recent ANC meeting Donatelli Development representatived that the city would use these funds for replacing the homeless trailers near 14th & Irving with permanent housing for the homeless. This was important because support for this project to help end homelessness was a required part of Phase II of the Highland Park Project and its related PUD. The Deputy Mayor by proprosing to use the funds to the SYEP was in effect helping Donatelli Development legally get out of its obligations required for Highland Park Phase II. My proposing to use the money for SYEP the city would not be able to fund the permanent housing project. It should be noted that Donatelli Development had earlier gone around the community to reduce the size of the permanent housing project by quietly working through then CPM to take land from the project designed to end homelessness.

It should be noted , when I invited some of the residents of the LaCasa shelter to express their concerns about how the closing of the current trailers would be handled, mysterious the shelter director who had ever been to ANC1A meeting shows up, without a word intimidating the residents not to speak.

To protect the interests of Donatelli Development elements in the city were willing to intimidate the homeless and remove millions of dollars in resources.

3. Unfortunately, the moral hazard does not end there. Not long ago the city awards Donatelli Development another Metro related parcel on Georgia Ave. which abuts another property Donatelli Development land banked for years unkept and undeveloped, I wonder with they paid the nuisance property rate. Unable to move forward with financing on these and other projects Donatelli Development which had just basically violated every agreement with the Columbia Heights community needed a bailout. With the city in a financial crisis, Donatelli Development comes to the Council for what turned out to be a $3M 20 year property tax abatement. Given an election year CM chooses not to introduce a bill to bailout a company controlling 970 plus units and $320 in assets, so he had CM Evans introduce the bill. The Bill in part exempted Highland Park from all property taxes for 10 years with a slow increase over the 10 to follow. The curious thing was that at the time Highland Park was almost completely rented, no real need for a bailout of that project. On top of that the abatement includes Highland Park Phase II, which Donatelli Development has been land banking and sabotaging the homeless project. While others in the city were facing higher property taxes for not developing land, Donatelli Development was being award an abatement for the very same behavior.

Wait, that is not it. The tax abatement Bill gets added to the city's budget, but with a twist. The Bill now apart of a budget that is cutting city services left and right now retroactively gives Donatelli Development a tax abatement back to 2008; therefore, a refund check from the city my guess worth about $1.5M. Justified in part by their contribution to addressing the homeless issue. The money is then used to help close financing on a project in Petworth.

So to sum it up Richard, the hazard has gotten so deep that in affect Donatelli Development is meeting its obligations to Columbia Heights by sucking resources for the homeless in the name of the children to build housing that the neither the homeless not most of the families of "the children" could ever afford as a reward for falling to meet these very obligations at least according to the DC Auditor. Donatelli Development does not deserve to continue with the development of Highland Park Phase II and/or should not be award any additional parcels from the city until they make Columbia Heights whole and come into compliance for current agreements, no excuses or rationalizations. I plan to do what I can to bring justice to this situation, starting by tell the story as I know it (backed by the public record). I ask you to join me.

Willim

-----Original Message-----
From: "Richard Layman" <rlaymandc@yahoo. com>
Sent: Monday, July 26, 2010 10:36am
To: whj@melanet. com
Cc: "columbia_heights@ yahoogroups. com" <columbia_heights@ yahoogroups. com>, "WardOneDC Yahoo Group" <wardonedc@yahoogrou ps.com>, mbrown@dccouncil. us, vgray@dccouncil. us, mayor@dc.gov, mbowser@dccouncil. us, dcatania@dccouncil. us, pmendelson@dccounci l.us, mbarry@dccouncil. us, jim@grahamwone. com, mcheh@dccouncil. us, yalexander@dccounci l.us, hthomas@dccouncil. us, neil.albert@ dc.gov, valerie.santos@ dc.gov, jackevans@dccouncil .us, twells@dccouncil. us, "Kwame (COUNCIL)Brown" <kbrown@dccouncil. us>, "Bryan Weaver" <weaveranc@aol. com>, "Jeff Smith" <dcapt01@gmail. com>
Subject: Re: [columbia_heights] Donatelli Hegemony: Political Avoidance of Facing A Moral Hazard Pt. I

you're mistating my position.

I believe, like you do, that there are many flaws with how contracting is done in the city, with earmarks, eminent domain, and with the awarding of tax increment financing benefits.

I have written quite a bit about these issues for the past 8 years, and testified from time to time about it before Council, and opposed certain "greased" contracts (i.e., the Florida Market master redevelopment contract awarded by City Council through legislation without any RFP process having been created or opened up to the business community) as an involved citizen.

My writings and testimonies called for the need to develop standards for measuring and allocating community benefits and for the use of eminent domain powers, for setting open, transparent processes for awarding projects, for having true community/neighborh ood/multi- neighborhood plans which set priorities, and then having those designated priorities set the terms for contracting, RFP, tax incentive negotiations, and community benefits negotiations.

My position has been pretty consistent, calling for the development of robust and strong open and transparent processes at the expense of personalization and if not self-dealing, semi-closed negotiations.

My problem with your statements is that you overdraw your conclusions which then provides easy ammunition for stakeholders to ignore your complaints and downplay your arguments. You act like somehow Columbia Heights is some major unique cesspool, when really it is but one itty bitty example of how things work in the city.

The issue with the Donatelli group is no different than with many other contracting agreements in the city.

But you mistake the fact that Donatelli has more projects with govt.-owned land as some conspiracy, when the reality is that it derives from other factors--specifical ly that they have developed a special competence in dealing with Metro-adjacent land, with center city projects, with DC government-owned land. That means that they are more likely to win such projects, and carry them out successfully, and given that such projects tend to have an extra-normal amount of encumbrances, they are more likely to receive tax reductions and other incentives and inducements.

Various companies have differing business plans, processes, and sets of expertise which guides their building and developing programs and the projects they decide to undertake. This is no different from how companies like Toll Brothers excel at buying large tracts of greenfield land and developing it.

If Donatelli appears to benefit unduly from tax breaks and the like, to me, I find it a pretty typical affair, not much different from how other companies in the city operate, such as StonebridgeCarras, which received TIF breaks for their One Constitution Plaza project (which meant that this project won a HarrisTeeter over a location on H Street), the Sang Oh Choi group in Florida market (which I testified against), the Steuart Development Group, which is about to receive benefits for their property on the 300 block of H Street NE, etc.

Now, again, I would rather that true community/multi- neighborhood plans be created and priorities set within these processes, and requests for tax breaks be measured against and awarded on the basis of those priorities. (Note that this is how the development process works in Arlington County, and while a study comparing the awards and benefits between the two jurisdictions has not been produced, I would expect that as a rule, for the amount of public dollars and incentives provided, Arlington is likely to receive more public benefits in return than is DC.)

All that being said, one definite factor in Donatelli's favor as far as I am concerned is the quality of their projects and the commitment to urban design. Their projects contribute significant revitalization benefits when many other projects do not.

But that doesn't negate my belief that the city needs to do true community planning and prioritization, and award project development rights and community benefits against such plans and priorities.

Richard Layman

--- On Mon, 7/26/10, whj@melanet. com <whj@melanet. com> wrote:

From: whj@melanet. com <whj@melanet. com>
Subject: Re: [columbia_heights] Donatelli Hegemony: Political Avoidance of Facing A Moral Hazard Pt. I
To: "Richard Layman" <rlaymandc@yahoo. com>
Cc: columbia_heights@ yahoogroups. com, "WardOneDC Yahoo Group" <wardonedc@yahoogrou ps.com>, mbrown@dccouncil. us, vgray@dccouncil. us, mayor@dc.gov, mbowser@dccouncil. us, dcatania@dccouncil. us, pmendelson@dccounci l.us, mbarry@dccouncil. us, jim@grahamwone. com, mcheh@dccouncil. us, yalexander@dccounci l.us, hthomas@dccouncil. us, neil.albert@ dc.gov, valerie.santos@ dc.gov, jackevans@dccouncil .us, twells@dccouncil. us, "Kwame (COUNCIL)Brown" <kbrown@dccouncil. us>, "columbia_heights@ yahoogroups. com" <columbia_heights@ yahoogroups. com>, "Bryan Weaver" <weaveranc@aol. com>, "Jeff Smith" <dcapt01@gmail. com>
Date: Monday, July 26, 2010, 6:53 AM

Richard I believe that the majority agrees with you, that the ends justifies the means. That basically there are no significant civic, ethical, rule of law, let alone moral oblications when it come to the redevelopment of certain neighborhoods/ communities. As long as new urban design principles are not significantly violated, might makes right and folk should leave the redevelopment of their communities to the pseudo new urbanist elite and pay to play government officials. I just happen to disagree. So, I am both attempting to make the case of justice in Columbia Heights and warning others in neighborhoods across the city that all that glisters new urbanist, ain't necessarily redevelopment gold.

-----Original Message-----
From: "Richard Layman" <rlaymandc@yahoo. com>
Sent: Sunday, July 25, 2010 8:33pm
To: columbia_heights@ yahoogroups. com, whj@melanet. com
Cc: "WardOneDC Yahoo Group" <wardonedc@yahoogrou ps.com>, mbrown@dccouncil. us, vgray@dccouncil. us, mayor@dc.gov, mbowser@dccouncil. us, dcatania@dccouncil. us, pmendelson@dccounci l.us, mbarry@dccouncil. us, jim@grahamwone. com, mcheh@dccouncil. us, yalexander@dccounci l.us, htomas@dccouncil. us <http://us.mc1138.mail.yahoo.com/mc/compose?to=htomas@dccouncil.us> , neil.albert@ dc.gov, valerie.santos@ dc.gov, jackevans@dccouncil .us, twells@dccouncil. us, "Kwame (COUNCIL)Brown" <kbrown@dccouncil. us>, "columbia_heights@ yahoogroups. com" <columbia_heights@ yahoogroups. com>, "Bryan Weaver" <WeaverANC@aol. com>, "Jeff Smith" <dcapt01@gmail. com>
Subject: Re: [columbia_heights] Donatelli Hegemony: Political Avoidance of Facing A Moral Hazard Pt. I

the other comparison I forgot to make was the horrid multiunit buildings at Fort Totten, versus the buildings Donatelli has constructed on U Street, Columbia Heights, and Petworth.

http://www.forttott enstation. com/ < http://www.forttottenstation.com/ >

They're pretty junky looking, whereas the Donatelli buildings help generate further investment by other property owners and developers.

--- On Sun, 7/25/10, Richard Layman <rlaymandc@yahoo. com> wrote:

From: Richard Layman <rlaymandc@yahoo. com>
Subject: Re: [columbia_heights] Donatelli Hegemony: Political Avoidance of Facing A Moral Hazard Pt. I
To: columbia_heights@ yahoogroups. com, whj@melanet. com
Cc: "WardOneDC Yahoo Group" <wardonedc@yahoogrou ps.com>, mbrown@dccouncil. us, vgray@dccouncil. us, mayor@dc.gov, mbowser@dccouncil. us, dcatania@dccouncil. us, pmendelson@dccounci l.us, mbarry@dccouncil. us, jim@grahamwone. com, mcheh@dccouncil. us, yalexander@dccounci l.us, hthomas@dccouncil. us, neil.albert@ dc.gov, valerie.santos@ dc.gov, jackevans@dccouncil .us, twells@dccouncil. us, " Kwame (COUNCIL)Brown" <kbrown@dccouncil. us>, "columbia_heights@ yahoogroups. com" <columbia_heights@ yahoogroups. com>, "Bryan Weaver" <WeaverANC@aol. com>, "Jeff Smith" <dcapt01@gmail. com>
Date: Sunday, July 25, 2010, 8:08 PM

the ironic thing is that actually, despite the value of Metro locations in the city, most developers aren't interested in working with sites that have mostly residential value. All developers have particular sets of heuristics they use to judge projects and are comfortable working with a limited set of properties and "products". It's why a company like EYA only does rowhouses, and they put the rowhouses on every piece of land, even if the development characteristics and the rowhouse building typology don't really fit a particular site.

Most developers aren't interested in working with government-owned properties. Donatelli, Abdo, EYA are some of the only companies interested in working with Metro sites--at least in DC. This becomes even more pronounced with locations that would not be termed A locations (i.e., Petworth, Minnesota Ave., etc.)

Donatelli and EYA are exceptions. That's why these companies end up with what might seem as a "preponderance" of these projects.

While I don't always agree with the choices these companies make, I would argue that Donatelli in particular does high quality work, especially with regard to design and what we might call urban-appropriate building type. This is where a comparison of EYA and Donatelli is particularly interesting. Donatelli does attractive multiunit residential buildings with retail on the ground floor, while EYA builds traditional rowhouses.

So Donatelli's buildings maximize their transit-adjacent locations, while EYA's sites do not in the same way (e.g., compare EYA projects in Silver Spring and as proposed in Takoma to Donatelli projects on U Street, 14th Street, and especially Petworth).

The Donatelli projects in each area have been transformative in what they contribute to neighborhood and commercial district revitalization, while the EYA projects don't have quite the same long term impact, even though they are also high quality (and the EYA project, Chancellor's Row, in Brookland is particularly interesting as it will extend the traditional city block street grid). But it's not quality that's the issue as much as it is quality + urban-appropriatene ss.

So when I saw the recent WBJ article, listing the projects, including the Donatelli project in NE, I had a different reaction than you. I said to myself how it is rare that a quality developer wants to participate in a languishing location, and that the entry of a developer committed to high quality projects can only help revitalization in NE DC and set a higher bar for quality design than would normally be able to be obtained in such a location.

E.g., compare the Martin Jawer project on top of the U Street metro station to the Donatelli projects, and be honest about what company you'd prefer to do such a development at the Minnesota Ave. station.

Sure the projects get subsidized with land price and tax breaks, but that is something that happens across the board with many projects in the city. That is an issue that ought to be addressed in a systematic fashion, but I would argue that it is histrionic to argue that somehow Donatelli is quantumly different in that regard. Where they are different in a quantum fashion is in their commitment to producing quality projects, in places that most developers aren't willing to tred.

The real hegemonic issue is what urban sociologist Harvey Molotch calls the "Growth Machine" and various political scientists term the "Urban Regime." Putting into place the right systems and procedures for transparency, openness, fairness, and quality is necessary in order to better balance public objectives with private sector preferences and the ability of the private sector to shape the public agenda.

To start, we'd need real sub-city planning ("small area plans" aren't true neighborhood plans, they are development guidance plans) with real neighborhood/ community plans.

And then, ideally, we'd merge the economic development office into the planning office, and have consensus plans guide the visioning and project development, rather than RFPs, which as I repeat ad infinitium "RFPs aren't plans."

Richard Layman
http://urbanplacesa ndspaces. blogspot. com <http://urbanplacesandspaces.blogspot.com/>

Disclosure. I have never dealt with the Donatelli group. This is only from observation, based on dealing with land use projects in NE DC and downtown as a neighborhood activist and member of the ANC6C Planning and Zoning Committee from 2003-2005, as a Main Street program manager in Brookland in 2007.

--- On Sun, 7/25/10, whj@melanet. com <whj@melanet. com> wrote:

From: whj@melanet. com <whj@melanet. com>
Subject: [columbia_heights] Donatelli Hegemony: Political Avoidance of Facing A Moral Hazard Pt. I
To: "South Columbia Heights" <southcolumbiaheight s@yahoogroups. com>
Cc: wardonedc@yahoogrou ps.com, mbrown@dccouncil. us, vgray@dccouncil. us, mayor@dc.gov, mbowser@dccouncil. us, dcatania@dccouncil. us, pmendelson@dccounci l.us, mbarry@dccouncil. us, jim@grahamwone. com, mcheh@dccouncil. us, yalexander@dccounci l.us, hthomas@dccouncil. us, neil.albert@ dc.gov, valerie.santos@ dc.gov, jackevans@dccouncil .us, twells@dccouncil. us, mbrown@dccouncil. us, "Brown, Kwame (COUNCIL)" <kbrown@dccouncil. us>, "columbia_heights@ yahoogroups. com" <columbia_heights@ yahoogroups. com>, "WardOneDC Yahoo Group" <wardonedc@yahoogrou ps.com>, mbarry@dccouncil. us, "Bryan Weaver" <WeaverANC@aol. com>, "Jeff Smith" <dcapt01@gmail. com>
Date: Sunday, July 25, 2010, 9:56 AM

Donatelli Hegemony: Political Avoidance in Facing A Moral Hazard

Literally and metaphorically, the power relationship between our elected and key appointed government officials, Donatelli Development and residents, especially in Ward 1 is probably the most important political, social, economic and even moral issue facing this city. Donatelli Development is fast approaching a state of hegemony were as they are above accountability, checks and balances and because of there relationship to city officials maybe even beyond the market. This to the point where the interests of Donatelli Development trump those of the neighborhoods and communities inwhich they operate. This hegemony is costing residents 10s of Millions in public dollars, goodwill and threatens our very form of representative government which we cannot afford without grave consequences. At this present moment city officials in affect are basically transfering millions of resources designed to help eliminate homelessness in the District to bailout Donatelli Development' s speculative maneuvers in the luxury condo market, hence one of many moral hazards. Others include, government transparency, education policy, housing policy, ABC licensing, employment, public space management and ownership, transportation policy and whose interest government should represent. I'm appealing to all to help restore balance and accountability and check "Donatelli Hegemony".

Donatelli Development with the support of Council Member Graham and the past two Mayors have amassed a near monopoly on development over and around Metro Stations, the area's most valueable land, within a 3/4 mile of the Columbia Heights Metro Station. All of these sites where owned or controlled by the District Government or publically funded entity before being awarded to Donatelli Development at below market value. At the root of these awards to Donatelli Development was an obligation to address the public good. The public good in most of these cases did not go undefined, but was documented in numerous planning/zoning documents and land disposition agreements. Any objective review of these documents outlining the public good would reveal that Donatelli Development has failed after 6 or so years to meet fully in good faith any of the obligations required in these awards. A closer review would reveal that not only have Donatelli Development failed to fully live up to it obligations to the Columbia Height neighborhood, but has turned things on its head and turn its obligations to community into community/public obligations to Donatelli Development. Further, the short and long term interests of Donatelli Development has become a replacement for public policy and in many parts of Ward 1, a law unto itself.

Today, the Bruce Monroe School family of about 400 students is homeless in large part due to an effort to bend education policy in Ward 1 to fit the interest of Donatelli Development. In about 2005 there was a public realization that the placement of Charter and Public Schools could negatively affect the land value of parcels recently awarded to Donatelli Development above Columbia Height Metro stops. The ABC board had on its books regulation which limited even prohibited the awarding of ABC licenses to establishments within 400 feet of a school. The location of EL Haynes PCS at 14th & Irving would mean that ABC licenses could not be awarded Donatelli's Highland Park and Kenyon Square properties thereby lowering the value of these properties to Donatelli Development. Instead of bringing this public policy matter to the community, without transparency CM Graham, Donatelli Development and I assume others, privately developed a plan to move EL Haynes from the corner of 14th and Irving which would solve the problem. The ripple affect of this choice is the homeless Bruce Monroe School Family and the relocation of EL Haynes almost out of the blue to Georgia Ave. and the lost of millions in Great Streets Funds for Georgia Ave..

To be fair EL Haynes was looking or a new home in Ward 1; however, options for new spaces and financing were limited. The only suitable publicly owned space was the old Bruce School, but it had been quitely promised by the CM Graham to another charter school with no public transparency, so was off the table. Here is the chain of events as I know them.

Working with Donatelli Development (financing) and CM Graham a space on Georgia Ave. was ID'd for EL Haynes; however, this site was controlled by local developer LaKritz and Adler. Preliminarily, LaKritz and Adler had been awarded about $2M in Great Streets grant funding to build a mixed use project on that Georgia Ave. site. During city budget negotiations that $2M award was cancelled and the site was sold to EL Haynes on which the school now sits, goal achieved.

Of course ultimately, the law was changed to exclude Charter Schools and children from many of the protections of the 400ft ABC regulations. At the time however, CM was making political hay around ABC license protections for communities and politically could not lead a legislative effort to strip such protections for schools and children. Instead of course CM Evans introduced the change around a licensing issue in Shaw which was used to give CM Graham cover.

During this same period, the public school system was developing a facilities master plan which would call for some school modernizations and closings. I will not go into the details, but the plan would call of consolidating two eastern Ward 1 schools and modernizing the others in phases. Bruce Monroe was one of these schools along with Park View; however, the presence of EL Haynes altered this public policy. With the arrival of Rhee a new deal was quitely cut. Rhee needed the support of constituencies west of 16th Street for her so-called reforms. These constituencies wanted their schools moved up earilier on the modernization list. To achieve this CM Graham agreed to allow 4 eastern Ward 1 schools to be closed including Bruce Monroe. One of the key public policies justifications for these closures was the presence of EL Haynes on Georgia Ave.. Several protests and bait and switches later, the Bruce Monroe School families ends up dumped in a deteriorating Park View school building.

The bottomline, with almost no transparency or substantive debate or review educational policy in the eastern portion of Ward 1 was driven in a significant way by the need of Donatelli Development to increase the leasing opportunities and value of its publically awarded properties, hegemony. By-the-way, cry no tears for LaKritz and Alder. Recently, the government while attempting to replace the old Bruce Monroe site with a commuter parking lot award via emergency legislation LaKritz and Alder a $2M Great Streets TIF loan to develop a CVS. The award of this TIF violated almost every TIF principle the city has set for the granting of TIF loans and the public trust. How1 we go about addressing this Moral Hazard in large part caused by Donateli Hegemony should be the number 1 election issue as it affects so many element of public life and policy.

In Part II, we will explore how the Donatelli Hegemony altered public space policy, LDA and zoning agreements and the city's master plan inorder to claim public space as part of its commercial leasing agreements.

William

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URL to this page on the web: http://groups.yahoo.com/group/columbia_heights/

<http://geo.yahoo.com/serv?s=97476590/grpId=1289245/grpspId=1705044556/msgId=33095/stime=1281012959>

Your email settings: Individual Email|Traditional Change settings via the Web <http://groups.yahoo.com/group/columbia_heights/join;_ylc=X3oDMTJma2tpCDE1BF9TAzk3NDc2NTkwBGdycElkAzEyODkyNDUEZ3Jwc3BJZAMxNzA1MDQ0NTU2BHNlYwNmdHIEc2xrA3N0bmdzBHN0aW1lAzEyODEwMTI5NTk-> (Yahoo! ID required) Change settings via email: Switch delivery to Daily Digest <mailto:columbia_heights-digest@yahoogroups.com?subject=Email Delivery: Digest> | Switch to Fully Featured <mailto:columbia_heights-fullfeatured@yahoogroups.com?subject=Change Delivery Format: Fully Featured> Visit Your Group <http://groups.yahoo.com/group/columbia_heights;_ylc=X3oDMTJkY2I4YWV1BF9TAzk3NDc2NTkwBGdycElkAzEyODkyNDUEZ3Jwc3BJZAMxNzA1MDQ0NTU2BHNlYwNmdHIEc2xrA2hwZgRzdGltZQMxMjgxMDEyOTU5> | Yahoo! Groups Terms of Use <http://docs.yahoo.com/info/terms/> | Unsubscribe <mailto:columbia_heights-unsubscribe@yahoogroups.com?subject=Unsubscribe>

__,_._,___

From: Jim Graham
To: Zvenyach, Vladlen David (Council)
Subject: malone
Date: Friday, July 06, 2012 5:21:40 PM

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

Jim Graham, Councilmember, Ward One, 1350 Pa. Ave., NW, #105, Washington, DC 20004. 202-724-8181; 202-724-8109 (fax).

Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8191. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

Website: www.grahamwone.com

-----Original Message-----
From: Jim Graham
Sent: Monday, February 23, 2009 9:00 AM
To: malone@metropolis-dc.com
Subject: RE:

Thanks, Merrick.

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

Jim Graham, Councilmember, Ward One, 1350 Pa. Ave., NW, #105, Washington, DC 20004. 202-724-8181; 202-724-8109 (fax).

Chairman, Committee on Public Works and the Environment (including alcohol regulation). Main Committee Number: 202-724-8195. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

Chairman and Voting member, Board of Directors, WMATA/Metro.

Website: www.grahamwone.com

-----Original Message-----
From: Merrick Malone [mailto:malone@metropolis-dc.com]
Sent: Sunday, February 22, 2009 10:27 AM
To: Jim Graham
Subject:

Councilmember

I just read the Post article and wanted to applaud your statements and responses. For those of us that know you we are confident that you will bring the same commitment and diligence and most importantly the leadership to WMATA as you do to the City no matter how many times you ride the metro.

Good luck

Merrick
Merrick Malone

FOIA CONFIDENTIAL TREATMENT REQUESTED

DOCUMENTS RESPONSIVE TO SUBPOENA REQUEST #3

FOIA CONFIDENTIAL TREATMENT REQUESTED

DOCUMENTS RESPONSIVE TO SUBPOENA REQUEST #4

FOIA CONFIDENTIAL TREATMENT REQUESTED

From: Jim Graham
To: Zvenyach, Vladlen David (Council)
Subject: alaka
Date: Friday, July 06, 2012 4:54:01 PM

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

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Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8191. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

***Website:* www.grahamwone.com**

From: Jim Graham
Sent: Thursday, August 25, 2011 10:55 AM
To: davidz@dccouncil.us
Subject: FW: lottery story

[redacted]

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

Jim Graham, Councilmember, Ward One, 1350 Pa. Ave., NW, #105, Washington, DC 20004. 202-724-8181; 202-724-8109 (fax).

Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8195. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

***Website:* www.grahamwone.com**

From: Jeffrey M.Anderson [mailto:jmanderson@washingtontimes.com]
Sent: Wednesday, August 24, 2011 5:08 PM
To: Jim Graham
Subject: Fwd: lottery story

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013716

Begin forwarded message:

From: "Jeffrey M. Anderson" <jmanderson@washingtontimes.com>
Date: August 23, 2011 4:01:17 PM EDT
To: "John (COUNCIL) DeTaeye" <JDeTaeye@DCCOUNCIL.US>
Subject: lottery story

john,

has the councilman been served with that deposition subpoena yet? are you all going to cooperate or go through counsel to resist?

i've left messages for the councilmember and have not heard back on the other questions. we are asking him to respond to the claims made by the representatives of the w2tech team, which i understand prompted a subpoena and an interview with alaka williams before the office of integrity and oversight, which is out of gandhi's office. the email reactions from the williams team, especially their lawyer, a. scott bolden, are very clear and consistent in their version of events, which states that mr. graham offered to support their lottery award if williams would jump off a wmata award he won with banneker.

please let me know if mr. graham is willing to offer his version of events, and his thoughts on whether OIO is independent enough to conduct an investigation of a procurement run by the CFO, and whether the OIG is motivated to follow through with a vigorous investigation on the request of the former AG.

also, what does he think about the online gaming proposal, including how it was handled, and who is involved with getting it through the council?

finally, does he have any concerns about the local bidder, mr. bailey, based on published reports that reflect on his business background and representations of same?

thanks for your attention.

jeff

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of this communication is strictly prohibited. In addition, any unauthorized copying, disclosure or distribution of the material in this e-mail and any attachments is strictly forbidden.

From: Jim Graham
To: Zvenyach, Vladlen David (Council)
Subject: warren williams
Date: Monday, July 09, 2012 4:22:15 PM

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

Jim Graham, Councilmember, Ward One, 1350 Pa. Ave., NW, #105, Washington, DC 20004. 202-724-8181; 202-724-8109 (fax).

Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8191. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

***Website:* www.grahamwone.com**

From: Jim Graham
Sent: Thursday, February 23, 2012 5:13 PM
To: 'Dana A Hedgpeth'
Subject: RE: FW: Here is the Metro Board response in 2010

Good thanks.

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

Jim Graham, Councilmember, Ward One, 1350 Pa. Ave., NW, #105, Washington, DC 20004. 202-724-8181; 202-724-8109 (fax).

Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8191. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

***Website:* www.grahamwone.com**

From: Dana A Hedgpeth [mailto:hedgpethd@washpost.com]
Sent: Thursday, February 23, 2012 5:08 PM
To: Jim Graham
Subject: Re: FW: Here is the Metro Board response in 2010

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013718

ok. thanks. i got both of these.

Dana Hedgpeth
Reporter - Metro transit system (WMATA)
The Washington Post
1150 15th Street NW, Fifth Floor newsroom
202.334.7324, work.
202.253.7153, cell.
Email -- hedgpethd@washpost.com.
Follow me on twitter -- @postmetrogirl.
http://www.washingtonpost.com/local/traffic-commuting

From: Jim Graham <Jim@grahamwone.com>
To: "hedgpethd@washpost.com" <hedgpethd@washpost.com>
Date: 02/23/2012 05:05 PM
Subject: FW: Here is the Metro Board response in 2010

May 28, 2010

A. Scott Bolden, Esquire
Reed Smith LLP
1301 K Street, N.W.
Suite 1100 – East Tower
Washington, DC 20005-3373

Re: Status of Banneker Ventures Term Sheet and Award of Jazz at Florida Avenue Project

Dear Mr. Bolden:

Your letter dated April 27, 2010 to Mr. Sarles and Mr. Benjamin has been referred to me for response. The procedural posture of the Jazz at Florida Avenue Project is as follows: The Board of Directors ("Board") of the Washington Metropolitan Area Transit Authority ("WMATA") unanimously voted, on March 25, 2010, to table any action on the proposed amendment of the term sheet ("Term Sheet", attached hereto as Attachment A) executed by WMATA and Banneker Ventures, LLC ("Banneker") following Board member Graham's motion to extend the time within which to finalize a joint development agreement. The Board follows Robert's Rules of Order. Accordingly, the matter can now be taken from the table only by majority vote of the Board in accordance with the voting provisions of the WMATA Compact (Section 8). Pursuant to the terms of the Term Sheet, the exclusive negotiation period between WMATA and Banneker expired on March 31, 2010.

You have presented a number of points in your letter; although I will not respond point by point, the following discussion is intended to meet the substantive issues of concern. Let me begin by saying that WMATA staff worked diligently with Banneker representatives in attempting to achieve agreement on the revised business terms proposed by your client, which differed significantly from those originally proposed. We recognized that those revisions were driven by the changed economic circumstances. Nevertheless, the changes occurred in the context of a public solicitation for proposals for the Florida Avenue site and the differing terms presented

challenges that simply could not be overcome, despite our best efforts and the efforts of your client. We appreciate your client's interest in the site and regret that the faltering real estate market made it difficult for your client to adhere to the original terms which prompted the Board's initial selection of Banneker as the developer for the site. Having said that, it is important for you to understand that the Board has plenary authority to approve the terms of a joint development agreement and that approval simply was not achieved. I know of no plans to remove the matter from the table.

By submitting a proposal in response to the Florida Avenue Joint Development Solicitation ("JDS" or "Solicitation", attached hereto as Attachment B), Banneker agreed to and accepted all of the terms of the JDS (*see* JDS, § 1.5). Thus, Banneker agreed that the Term Sheet was not a binding agreement between WMATA and Banneker, but only established a fixed period of time in which Banneker had the exclusive right to negotiate a binding development agreement (*see* JDS §§ 1.6 and 1.7; and Term Sheet § 12). Banneker also agreed that the Term Sheet would terminate upon the expiration of such exclusive negotiation period (*see* JDS § 3.3(C)). It has so terminated. The Board has the sole authority to approve extensions of the Term Sheet and/or the terms of the binding development agreement (*see* JDS § 3.3(D), Term Sheet § 2, and WMATA's Joint Development Policies and Guidelines § 5.1).

Pursuant to the Term Sheet, Banneker and WMATA established an exclusive negotiation period of five months. The Term Sheet was initially executed by Banneker in July 2008, which meant that the parties had until December 2008 to submit a development agreement to the Board for approval. Almost immediately after being granted its exclusive negotiation period, Banneker significantly reduced its offer to WMATA. For example, Banneker's winning proposal offered an annual ground lease rent payment of $597,000 per year; soon after being selected, Banneker lowered its offer to less than $200,000 per year. The Board extended the negotiation period several times to provide the parties additional time to improve the business terms. In January 2010, the Board voted to extend the exclusive negotiation period through March 31, 2010. When the Board did not approve the extension of the exclusive negotiation period on March 25, 2010, the Term Sheet expired.

In Section IV of your letter, you state that Banneker has incurred significant additional costs as a result of the protracted contract negotiations. Please note that Banneker agreed at the onset that any costs incurred by Banneker during this exclusive negotiation period are the sole liability of Banneker (*see* JDS § 1.9 and Term Sheet § 12).

Your letter overlooks critical details surrounding WMATA's dealings with Banneker. First, your letter provides a detailed description of WMATA's inquiry into the role of Warren Williams, Jr. and implies that the inquiry was, in some fashion, wrong. As Banneker acknowledged in its letter dated April 23, 2008, WMATA reserved the sole right to disqualify a selected developer if any member of the development team were found to have an unsatisfactory record of integrity and business ethics (*see* JDS § 5.2(F)). WMATA's inquiries were consistent with this right. As a publicly funded entity, WMATA has a duty to avoid entering into business relationships with persons that do not share WMATA's commitment to integrity. It is unquestioned that WMATA acted properly when it requested further information on certain members of Banneker's development team.

Your letter addresses affordable housing issues on this project, but fails to acknowledge all of the relevant facts. The JDS required proposals to be consistent with local land use policies (s*ee* JDS § 2.1). At the time of the Solicitation, WMATA's Florida Avenue property was subject to the "small area plan" adopted by the District of Columbia Council in June 2005, known as the "Duke Plan." As Banneker acknowledged in several meetings with WMATA, the Duke Plan, in conjunction with the positions of local community groups and the District of Columbia zoning and permitting offices, effectively required a 20% to 30% affordable housing set aside for any residential project on WMATA's Florida Avenue property. Banneker's acknowledgement of this fact is further evidenced by Banneker's original proposals, which included an affordable housing component (s*ee* the letter from District of Columbia Housing Finance Agency to Banneker, attached hereto as Attachment C). The Duke Plan's affordable housing policy was extant long before any purported meeting between Mr. Karim and Mr. Graham on July 2, 2008.

When reviewing all of the proposals that responded to the JDS, WMATA placed a high priority on development experience. Development experience is a priority for all WMATA joint development sites, and this project required the sophisticated expertise to be able to build a structure directly over WMATA's train tunnel. Such attention to development experience is evidenced in the JDS, which provided: (i) that the designation of a selected developer was in the nature of a personal services contract because of the importance of skills, experience, knowledge, and financing on this project; and (ii) a change in the composition of the selected developer's development team required WMATA's written approval (*see* JDS § 5.1).

Throughout the duration of negotiations, WMATA had concerns about the stability of Banneker's development team. Because WMATA felt that Banneker was relatively inexperienced with this type of project, it decided that Banneker needed a strong development partner. It was the presence of Banneker's much more experienced partners, first Donatelli Development and then Metropolis Development Company, which satisfied WMATA when it initially approved Banneker's proposal. But, Banneker's development team experienced constant instability. Development partners Donatelli Development, District Development Group, Metropolis Development Company, and Banc of America Community Development Corporation all dropped out of the project without warning or explanation. Consequently, WMATA understandably expressed concern with Banneker's development team.

Your letter states that, "[f]rom August 2009 through October 2009, WMATA proposed to change the Project from a lease agreement to a purchase agreement." This statement ignores crucial facts surrounding this event. WMATA made it clear from the very beginning that WMATA preferred a lease transaction over a sale (*see*

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JDS § 1.1). Banneker's winning proposal was for a lease transaction. But, three months after WMATA and Banneker executed the Term Sheet, Banneker significantly changed its proposal. Banneker informed WMATA that it intended to purchase parcels adjacent to WMATA's property in order to construct a larger single building traversing both WMATA's property and the adjacent property. WMATA immediately informed Banneker that WMATA did not want to be the ground lease landlord of half of a building. Banneker assured WMATA that it would find a way to make this situation work for both parties. Over the next 10 months, WMATA repeatedly asked Banneker to resolve this problem and voiced its skepticism about this concept. Banneker never offered any solutions, but still insisted on combining WMATA's property with the adjacent property. Finally, in August 2009, Banneker proposed a co-tenancy agreement, which would govern the ownership of the building on the combined properties in the event that Banneker defaulted on its lease with WMATA. WMATA informed Banneker that the co-tenancy agreement was an untenable arrangement for WMATA. Seeing no other solution to Banneker's insistence on adding the adjacent parcels, in late August 2009, WMATA began to explore the option of selling its land to Banneker and to evaluate whether the co-tenancy arrangement could be appropriately modified. But, in October 2009, WMATA decided to remove the sale option because of: (i) WMATA's long standing institutional preference for a lease; and (ii) concerns that the switch from lease to sale, after awarding the project would expose WMATA to bid protests. Your assertion that Mr. Graham advocated for the Florida Avenue project to be a lease transaction is consistent with the long standing policy of the Board to enter into leases rather than sales.

The incorporation of adjacent property into the project was required to be disclosed at the time of bidding under the JDS (*see* JDS §3.2(X)). By waiting until after it was designated as the selected developer to reveal its intention to assemble WMATA's property with adjacent parcels, Banneker caused significant problems for the negotiation.

Your letter also states that the Board removed consideration of the amended Term Sheet at the behest of Board member Jim Graham. It should be noted here that Mr. Graham, as chairman of WMATA's Planning, Development and Real Estate committee, actually recommended that the Board grant an extension of the Term Sheet. Board member Neil Albert then stepped in and moved to table the issue. The Board then voted unanimously to approve the motion to table.

In Section III, you have attempted to create the impression that improprieties occurred during your conversations with a WMATA Board member. Board members frequently discuss the progress of joint development negotiations with the parties involved. The nature of these discussions is dynamic, but the critical fact is that the discussions do not bind the WMATA Board of Directors. Nothing in your letter suggests to me that any violation of the Board's Standards of Conduct occurred. If further consideration is deemed appropriate, it will be handled in accordance with the Board's Procedures.

At all times, WMATA staff and the Board have acted in accordance with the JDS and the Term Sheet. Neither the Term Sheet nor any other document grants Banneker an entitlement to any interest in WMATA's Florida Avenue property. By entering into the Term Sheet, the parties agreed to a schedule for negotiating a binding development agreement, but there was never a guarantee that these negotiations would produce an agreement that would gain Board approval. That schedule was

FOIA CONFIDENTIAL TREATMENT REQUESTED

enlarged by a series of extensions, from December 2008 to March 2010. The Board took firm action on March 25, 2010. The Board is not required, under the JDS, Term Sheet, or WMATA's internal procedures, to provide Banneker with further explanation or rationale for its action, but I believe this letter clearly outlines the problems that are inherent in Banneker's revised business proposal.

I trust that this is responsive to your concerns.

Sincerely,

Carol B. O'Keeffe
General Counsel

Attachments

cc: WMATA Chairman and Members of the Board
Richard Sarles, General Manager

FOIA CONFIDENTIAL TREATMENT REQUESTED

From: Jim Graham
To: Zvenyach, Vladlen David (Council)
Subject: warren williams
Date: Monday, July 09, 2012 4:04:00 PM
Attachments: WMATA Response to Banneker 051810.docx

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Jim Graham, Councilmember, Ward One, 1350 Pa. Ave., NW, #105, Washington, DC 20004. 202-724-8181; 202-724-8109 (fax).

Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8191. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

***Website:* www.grahamwone.com**

From: Jim Graham
Sent: Tuesday, May 18, 2010 2:43 PM
To: Logan, Myra (COUNCIL)
Subject: FW: Florida Avenue

print

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

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Chairman, Committee on Public Works and the Transportation (including alcohol regulation). Main Committee Number: 202-724-8195. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

Voting Member, Board of Directors, WMATA/Metro.

***Website:* www.grahamwone.com**

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013724

From: O'Keeffe, Carol B. [mailto:cokeeffe@wmata.com]
Sent: Tuesday, May 18, 2010 2:16 PM
To: peter.metro@verizon.net; Jim Graham; Sarles, Richard
Subject: Florida Avenue

CONFIDENTIAL-SUBJECT TO ATTORNEY CLIENT PRIVILEGE

Gentlemen:

Please find attached for your review a draft response to the letter from the law firm of Reed Smith concerning the Banneker proposal for Florida Avenue. It is set up for my signature given the nature of the letter. Please let me know if you have any concerns or comments. Carol.

Carol B. O'Keeffe
General Counsel
Washington Metropolitan Area
Transit Authority
600 5th Street, NW
Washington, DC 20001
P: 202-962-2531
F: 202-962-2550

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From: Jim Graham
To: Zvenyach, Vladlen David (Council)
Subject: omar karim
Date: Monday, July 09, 2012 4:38:10 PM

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

Jim Graham, Councilmember, Ward One, 1350 Pa. Ave., NW, #105, Washington, DC 20004. 202-724-8181; 202-724-8109 (fax).

Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8191. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

***Website:* www.grahamwone.com**

From: Jim Graham
Sent: Friday, March 19, 2010 12:22 PM
To: 'Chuck Thies'
Subject: RE: Kojo talking about Fla Ave project, Omar Karim on the air now

Never a dull moment

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Voting Member, Board of Directors, WMATA/Metro.

***Website:* www.grahamwone.com**

From: Chuck Thies [mailto:chuckthies@gmail.com]

FOIA CONFIDENTIAL TREATMENT REQUESTED

Sent: Friday, March 19, 2010 12:21 PM
To: Jim Graham
Subject: Kojo talking about Fla Ave project, Omar Karim on the air now

Karim says Metro is responsible for delays.

Sherwood asks,"What is the hold up?"

Karim replies, "Some people say it's political. One of the Metro Board members wants another developer to have the project." **And then he says it was YOU.**

...

Kojo asks, "What do you make of reports that you got projects because Fenty is your old friend?"

Karim denies that his connections have anything to do with his contracts.

...

Sherwood asks if Karim/Banneker was successful before Fenty came to office.

Karim says the question is insulting.

FOIA CONFIDENTIAL TREATMENT REQUESTED

From: Jim Graham
To: Zvenyach, Vladlen David (Council)
Subject: omar karim
Date: Monday, July 09, 2012 4:36:37 PM

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

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***Website:* www.grahamwone.com**

From: Jim Graham
Sent: Monday, November 02, 2009 12:31 PM
To: 'Bottigheimer, Nat'
Cc: jkass@dccouncil.us; O'Keeffe, Carol B.; Catoe, John B.
Subject: RE: Question Regarding Florida Avenue Project

I could be wrong, but I don't have any recollection of this specific being discussed. Indeed, I made it very clear that I was not going to get involved in specific terms…at least not prior to my review of the proposed terms as a board member

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Chairman and Voting Member, Board of Directors, WMATA/Metro.

***Website:* www.grahamwone.com**

From: Bottigheimer, Nat [mailto:NBottigheimer@wmata.com]
Sent: Monday, November 02, 2009 2:55 PM
To: Jim Graham
Cc: jkass@dccouncil.us; O'Keeffe, Carol B.; Catoe, John B.
Subject: Re: Question Regarding Florida Avenue Project

We based terms and appraisal on a 60 year lease with 39 year option. The option would restore to market rate lease values at 60 years. Mr. Karim is asking for a 99 year lease that extends the terms of the first 60 years for a full 99 years with no true-up to market rates at any point.

From: Jim Graham
To: Bottigheimer, Nat
Cc: jkass@dccouncil.us; O'Keeffe, Carol B.; Catoe, John B.
Sent: Mon Nov 02 11:41:03 2009
Subject: RE: Question Regarding Florida Avenue Project

In what specific way is it to be different?

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To: Jim Graham
Cc: jkass@dccouncil.us; O'Keeffe, Carol B.; Catoe, John B.
Subject: Question Regarding Florida Avenue Project

Mr. Graham—

Mr. Karim has contacted us with the surprising statement that the lease option on which our appraisal and term sheet materials are based should be different from what we expected it to be.

FOIA CONFIDENTIAL TREATMENT REQUESTED

He suggested that you and Mr. Catoe were aware of and in agreement with this.

Could you let us know whether Mr. Karim's statement has any basis in fact, please?

Thank you very much for your help with this,

Nat Bottigheimer

From: Montague, Joshua W.
Sent: Friday, October 30, 2009 4:44 PM
To: Goldin, Steven; Doggett, Rosalyn; Bottigheimer, Nat
Cc: O'Keeffe, Carol B.; Heppen, Bruce P.
Subject: FW: Report: 9th St & Florida Ave NW Ground Lease Memo

Omar Karim just called to say that the lease is no longer a 60-year lease with a tenant option for an additional 39 years. He said that the lease should now be a straight 99-year lease.

He said that this is the agreement that he reached with Mr. Graham and Mr. Catoe.

Can we confirm this?

Sincerely,

Josh Montague

Assistant General Counsel
Washington Metropolitan Area Transit Authority
600 Fifth Street, N.W.
Washington, DC 20001
phone: (202) 962-1275

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From: Marshall, Malcolm

Sent: Friday, October 30, 2009 4:09 PM
To: Meister, Mark K.; Montague, Joshua W.; Welch, Kermit A.
Subject: FW: Report: 9th St & Florida Ave NW Ground Lease Memo

Below is link that includes the Addenda. Looks good to me. - MM

From: Kelly A. Raynor [mailto:kraynor@irr.com]
Sent: Friday, October 30, 2009 3:56 PM
To: Marshall, Malcolm
Cc: Samuel D. Sherwood
Subject: Report: 9th St & Florida Ave NW Ground Lease Memo

Good afternoon Malcolm,

Please click on the 1st BLUE HIGHLIGHTED LINK below.

9th St & Florida Ave NW Ground Lease Memo Report with PV Calculation
IRR File #141-2007-0440

Please reply to this email to verify that you have received the attached PDF Document. If you have any further questions, or I can be of any assistance, please feel free to contact me.

Thank you very much!

Kelly Raynor
Project Coordinator

Integra Realty Resources - Washington, DC / Baltimore
Executive Plaza III
11350 McCormick Road, Suite 801
Hunt Valley, MD 21031-1002
P: 410-561-9320 x118
P: 443-578-4907
F: 410-561-9322
E: kraynor@irr.com

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To open the attached file or link, Click Here

Created: Kelly Raynor
Related To:
9th Street NW & Florida Avenue NW

Open This Communication

From: Jim Graham
To: Zvenyach, Vladlen David (Council)
Subject: omar karim
Date: Monday, July 09, 2012 4:34:36 PM

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***Website:* www.grahamwone.com**

From: Jim Graham
Sent: Thursday, September 10, 2009 7:39 AM
To: Pant, Shiva K.
Cc: Bottigheimer, Nat; Moneme, Emeka; Requa, Jack; Sequeira, Loyda; O'Keeffe, Carol B.; Neil.Albert@dc.gov
Subject: RE: U Street

How many extensions is this?

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013732

Chairman and Voting Member, Board of Directors, WMATA/Metro.

Website: **www.grahamwone.com**

From: Pant, Shiva K. [mailto:SPant@wmata.com]
Sent: Wednesday, September 09, 2009 10:19 AM
To: Jim Graham
Cc: Bottigheimer, Nat; Moneme, Emeka; Requa, Jack; Sequeira, Loyda; O'Keeffe, Carol B.; Neil.Albert@dc.gov
Subject: U Street

Chairman Graham:

In John's absence, I am responding to your e-mail regarding the status of the subject proposal. We will brief you and other Board members tomorrow in executive session about the status of negotiations. We also are asking the committee for an extension of 120 days to complete negotiations with Banneker. We have targeted December for completion of a joint development agreement.

Thanks and please let me know if you have any questions,

Shiva

Shiva Pant
Chief of Staff
202-962-1721

-----Original Message-----
From: Jim Graham [mailto:Jim@grahamwone.com]
Sent: Monday, September 07, 2009 9:08 AM
To: Catoe, John B.
Subject: FW: U Street Flea Market Slated for Redevelopment

Where are we on this?

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Chairman and Voting Member, Board of Directors, WMATA/Metro.

Website: www.grahamwone.com

-----Original Message-----
From: wnagroup@googlegroups.com [mailto:wnagroup@googlegroups.com] On Behalf Of Scott Pomeroy
Sent: Monday, September 07, 2009 9:09 AM
To: ustreetnews@yahoogroups.com; WNAGroup
Subject: U Street Flea Market Slated for Redevelopment

U Street Flea Market Slated for Redevelopment Retail and Apartments Planned for WMATA-owned Site by Hunter Gorinson

[http://capitalcommu nitynews. com/CCN_Website0 9/publication% 20html/papers/ DCN/0909/ UStFleaMarket. html]

More than a year after gaining development rights to a string of Washington Metro Area Transit Authority (WMATA)-owned vacant lots along Florida Avenue NW, Banneker Ventures LLC and the Banc of America Community Development Corporation have announced the details behind the mixed-use, mixed-income project they're now calling "The Jazz @ Florida Avenue."

Per an application for Federal Low Income Housing Tax Credits filed with the District's Department of Housing and Community Development (DHCD) in July, the Jazz will bring some 153,770 square feet of new apartments and retail to the current site of Shaw's U Street Flea Market. In total, WMATA owns three separate properties between Seventh and Ninth streets on the north side [actually, the south side] of Florida Avenue, totaling nearly 29,000 square feet, above the Green Line tunnel linking the Howard-Shaw and U Street-Cardozo stations. Those lots, all of which will be incorporated in to the Jazz, stand just blocks from Howard University and delineate the border of the booming U Street corridor from the less development- prone Shaw/LeDroit Park communities.

"We've had challenges at Ninth and U," said Bryan N. Martin Firvida, president of the U Street Neighborhood Association. "It'll be nice to see new activity and investment on that corner. The neighborhood is always looking

FOIA CONFIDENTIAL TREATMENT REQUESTED

for new opportunities for more daytime traffic and more retail. Everyone loves the idea of the 24-hour neighborhood that serves not only people who are just visiting, but residents as well. This is one of the gateway corners into the neighborhood, and it's going to be nice have something other than a vacant lot there."

Since being selected to develop the project by WMATA in June of last year, Banneker has gone on to acquire two other privately-owned parcels along Ninth Street, thereby adding an additional 7,720 square feet of buildable ground area to their project plan. At present, the Jazz is slated to consist of three adjacent four-story buildings, for a total of 124 apartments and 20,000 square feet of ground-floor retail.

Designed by Torti Gallas and Partners, each of the glass and brick buildings will feature between 32 and 52 units, one level of underground parking and a private interior courtyard for use by residents only. According to the development teams application, their plans call for "a mix of studio, junior one-bedroom, one-bedroom and two-bedroom units" with finishes like "9-foot ceilings, in-unit laundry, granite countertops and ceramic kitchen tiles." Kettler Management has already been contracted to handle the day-to-day of the residential operation.

Making it Affordable and Profitable
Twenty-six of the Jazz's apartment units have been earmarked for affordable housing (defined as housing for District residents making 50 percent or less of the Area Median Income), with the remainder slated to hit the market as workforce housing targeted at the "young and affluent professionals" now flooding into the greater U Street area.

It is the Jazz's affordable housing component, however, that has put the project on the fast track to development. Since posting their application with DHCD, the Banneker/Banc of America proposal has drawn several letters of support from prominent local authorities, businesses and residents, including Advisory Neighborhood Commissioner Myla Moss (1B01), Suman Sorg, head of a U Street-based architectural firm unaffiliated with the project, and Dr Rodney D. Green, executive director of the Howard University Center for Urban Progress.

"The injection of commercial and residential development will have a transformative impact on two city blocks on the Florida Avenue corridor that have been underutilized for over 40 years," wrote Green, who has previously worked with Banneker Ventures on the redevelopment of Petworth"s Park Morton public housing complex. "The plans for this project include 26 units of affordable housing, which is both a commendable and necessary element of any urban development. We are confident [of Banneker's] ability to ensure that The Jazz @ Florida Avenue will be a successful community partner."

A key component of that partnership will be the Jazz's retail outlets, which will front along a two-block span of Florida Avenue. Though the development team has not formally outlined uses for the commercial space, the Florida

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013735

Avenue lots do fall under the purview of three District planning initiatives: the Great Streets plan for Seventh Street and Georgia Avenue NW; the Neighborhood Investment Fund that seeks to "provide a much-needed economic stimulus to the immediate area"; and, most importantly, the District of Columbia's Uptown Cultural District Plan for Greater Shaw/U Street (aka "the Duke Plan"), which envisions the neighborhood as DC's newest "arts and entertainment district with active restaurants, shopping and music/theatre venues"

Once completed, the Jazz @ Florida Avenue will stand directly across from such area nightlife destinations as Nellie's Sports Bar and the DC9 and Town nightclubs, and two blocks from the soon-to-be renovated, historic Howard Theatre. As such, the Jazz's strategic positioning makes it a linchpin of the Duke Plan's intent to extend the success of the U Street corridor even farther south. For their part, Banneker hopes to invite area foot traffic in with not only new shopping opportunities, but three public, open-air plazas along Eighth Street, Ninth Street and Florida Avenue, as well.

Extra Credit
Apart from the application for $695,000 in tax credits currently pending with DHCD, the $40 million project is being funded in part by Tax Incremental Financing (TIF) "tentatively awarded" by the Office of the Deputy Mayor for Planning and Economic Development (DMPED). According to the DHCD, the developers are "currently in final negotiations with [DMPED] to receive $7 million in the form of a promissory note to help pay costs associated with infrastructure, parking and the retail component." Banneker founder and principal Omar Karim did not respond to repeated inquiries concerning the status of these negotiations.

Moss, however, has been receiving quarterly updates from the developer for the past two years and states that an announcement regarding the tax credit application will be coming in the next several weeks.

"I understand that they have been notified that they have been tentatively awarded the credits that they were seeking and that on Sept. 9, there will be a meeting of those who have made the short list. [DHCD] will absolutely make an approval after [that date]," said Moss.

Though the Jazz is scheduled to start construction in the summer of 2010, the Banneker team has yet to fully reach joint development and lease agreements with WMATA. A final, conclusive meeting with that agency's board of directors was expected in late July but failed to materialize. Angela Gates, an information specialist with WMATA, says that the board will now likely meet with Banneker representatives this winter, and according to Moss, the developer hopes to have the Jazz "fully operational by the fall of 2011."

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013736

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Internal Virus Database is out of date.
Checked by AVG - www.avg.com
Version: 8.5.392 / Virus Database: 270.13.44/2283 - Release Date: 08/05/09 05:57:00

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To: Zvenyach, Vladlen David (Council)
Subject: omar karim
Date: Monday, July 09, 2012 4:34:28 PM

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Sent: Monday, September 07, 2009 9:09 AM
To: ustreetnews@yahoogroups.com; WNAGroup
Subject: U Street Flea Market Slated for Redevelopment

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[http://capitalcommu nitynews. com/CCN_Website0 9/publication% 20html/papers/ DCN/0909/ UStFleaMarket. html]

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013739

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From:	Debose, Brian (Council)
To:	"David Franco"; Graham, Jim (COUNCIL); "Jim Graham"
Subject:	RE: 700 and 800 Block Florida Ave Development Opportunity
Date:	Thursday, July 29, 2010 3:43:00 PM
Attachments:	image.png

Mr. Franco, Thank you for emailing Council Member Jim Graham. I am forwarding this message to his direct email(Jim@grahamwons.com) whcih you are free to use.

From: David Franco [mailto:dfranco@level2development.com]
Sent: Thursday, July 29, 2010 2:03 PM
To: Graham, Jim (COUNCIL)
Subject: Fwd: 700 and 800 Block Florida Ave Development Opportunity

Jim,

Do you have any info on the WMATA sites on Florida ave. now that Banneker is out of the picture? Perhaps Level 2 can step in and take their place? This was suggested by Myla Moss, the ANC commissioner and we think it's worth exploring.

Jon Kardon had a conversation with Jonathan Wyner, who suggested we write a letter of interest.

Cheers,

David

Sent from my iPad

Begin forwarded message:

> **From:** "Jon Kardon" <jkardon@level2development.com>
> **Date:** July 29, 2010 1:55:10 PM EDT
> **To:** "Wyner, Jonathan S." <JWyner@wmata.com>, "Malasky, Gary" <GMalasky@wmata.com>
> **Cc:** "David Franco" <dfranco@level2development.com>, "Jeff Blum" <Jblum@level2development.com>
> **Subject: 700 and 800 Block Florida Ave Development Opportunity**
>
> Jonathan,
>
> Thank you for speaking with me today about the WMATA-owned sites at the 700 and 800 block of Florida Ave. Could you please check into the status of the project? If WMATA is not moving forward with the plans that were proposed by Banneker Ventures, Level 2 Development would be very interested in making an unsolicited offer to develop the sites.
>
> Level 2 Development specializes in developing mixed use transit-oriented residential and retail buildings in the U Street neighborhood in which these parcels are located. We would welcome the opportunity to work with WMATA on the development of these parcels to bring mixed use, transit oriented, community benefitting development to the eastern portion of the U Street neighborhood, near both the U Street and Shaw Metro Stations.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Level 2 recently completed the development of View 14 (www.view14.com) , a nine-story mixed use Planned Unit Development (PUD) with 185 apartments and 32,000 square feet of retail in the U Street neighborhood located at 2303 14th Street, NW. Open for less than 9 months, the project is setting submarket records for lease-up rents and absorption pace, and the project is nearly stabilized. Through the PUD entitlement process, the project contributed $1 Million to preserve 48 units of low income housing 1 block away from the site, there are 7 units of on-site affordable housing, the significant blight of Comcast satellite dishes and antenna tower at the corner of 14th and Florida Ave was removed, there is a green roof, and we participated in DC LSDBE and First Source employment programs.

In addition to developing View 14, as the former owner of 2400 14th Street, we managed the project through the PUD process to get the project entitled as a nine story mixed-use PUD with 250 apartments and 18,000 square feet of retail. After achieving zoning approval, at the outset of the recession the project was sold for a profit to a REIT and the project is expected to break ground later this year.

Both of these projects were adjacent to the WMATA green/yellow tunnel and we worked closely with WMATA throughout the development and construction process to avoid any impact on the tunnel.

We look forward to the prospect of working with WMATA again on the development of the parcels in the 700 and 800 block of Florida Ave. Please let me know if you have any questions.

Sincerely,

Jon Kardon

Project Manager

level2 DEVELOPMENT

Jon Kardon
Project Manager

Level 2 Development
2303 14th Street, NW
Suite 308
Washington, DC 20009

tel: (202) 483-1110 ext. 3
fax: (202) 521-0376
mobile: (202) 302-8665

jkardon@level2development.com
www.level2development.com

Want a signature like this?

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013742

From: Tahirah Hairston
To: Graham, Jim (COUNCIL); Debose, Brian (Council)
Subject: Re: Interview Request - Hilltop Newspaper
Date: Wednesday, March 24, 2010 7:11:00 PM

Thank you.

I have two more questions, if you could answer them by 8 p.m. that would be great.

1. What are the reasons the some of the board members has not voted for the Banneker Ventures Project?

2. In question #2 you said, "the process will start anew" when the term sheet ends, does this mean more developers are allowed to give their proposals?

3. Why is choosing the right developer for this project so important? How will it affect the area?

- *Thank You*,
Tahirah Hairston
Howard University '12
Hilltop Campus Editor
Freelance Journalist
E: thairston16@yahoo.com
C: 248.705.4427
Blog: http://byanymeansbefabulous.blogspot.com/

Live. Love. Laugh. And By Any Means Be Fabulous.

From: "Graham, Jim (COUNCIL)" <JGRAHAM@DCCOUNCIL.US>
To: Tahirah Hairston <thairston16@yahoo.com>; "Graham, Jim (COUNCIL)" <JGRAHAM@DCCOUNCIL.US>
Cc: "Debose, Brian (Council)" <bdebose@DCCOUNCIL.US>
Sent: Wed, March 24, 2010 5:36:09 PM
Subject: RE: Interview Request - Hilltop Newspaper

My communications director will send you the answers.

Bests Jim,

From: Tahirah Hairston [mailto:thairston16@yahoo.com]
Sent: Tuesday, March 23, 2010 6:45 PM
To: Graham, Jim (COUNCIL)
Subject: Re: Interview Request - Hilltop Newspaper

Good Evening Councilman Graham,

I am currently working on a story about the land and Omar Karim and I would like your side of

FOIA CONFIDENTIAL TREATMENT REQUESTED **WMATA-INV 013743**

the issue and also to clarify fact from fiction before I publish my story - my question are below. If you could answer these question by 8:15 tonight that would be great.

1. According to Omar Karim he has been awaiting approval to build on the land contracted with WMATA since April 2008 due to waiting on the board to vote. Why has the process been so long for him to be approved? Is this the normal process for developers or are there other stipulations? If so, what are they?

2. When the term sheet ends on March 31st for Karim, what will happen? Will the land be given to someone else?

3. When looking for builders what are some of the qualifications the WMATA looks for as far as experience, economic stability, etc.?

4. Have Karim and you spoken directly about the issue? If so, what was the response?

5. According to Karim, his building project keeps getting taken off of the agenda. If so, why is this? Are there plans to put it back on the agenda?

6. Please explain the process that developers must go through when developing through WMATA. Does the whole board have to vote to approve or one person? What role do you play in this?

If you need any clarification, please let me know. Thanks again.
- *Thank You*,
Tahirah Hairston
Howard University '12
Hilltop Campus Editor
Freelance Journalist
E: thairston16@yahoo.com
C: 248.705.4427
Blog: http://byanymeansbefabulous.blogspot.com/

Live. Love. Laugh. Any By Any Means Be Fabulous.

From: "Graham, Jim (COUNCIL)" <JGRAHAM@DCCOUNCIL.US>
To: "Debose, Brian (Council)" <bdebose@DCCOUNCIL.US>; "thairston16@yahoo.com" <thairston16@yahoo.com>
Sent: Tue, March 23, 2010 4:05:13 PM
Subject: RE: Interview Request - Hilltop Newspaper

Miss Hairston,

I am aware of the parcels of land you reference in your email. I listened to Mr. Karim's interview on WAMU last week. What is it you would like to know about the parcels along 8th and Florida Avenue?

-----Original Message-----
From: Debose, Brian (Council)
Sent: Tuesday, March 23, 2010 3:55 PM

To: Graham, Jim (COUNCIL)
Subject: FW: Interview Request - Hilltop Newspaper

Council Member Do you have some time to accommodate Miss Hairston?

-----Original Message-----
From: thairston16@yahoo.com [mailto:thairston16@yahoo.com]
Sent: Monday, March 22, 2010 5:39 PM
To: Debose, Brian (Council)
Subject: Interview Request - Hilltop Newspaper

------Original Message------
To: bebose@dccouncil.us
Subject: Interview Request - Hilltop Newspaper
Sent: Mar 22, 2010 5:30 PM

Good Afternoon,

My name is Tahirah Hairston and I am a reporter for The Hilltop Newspaper, Howard University's daily student newspaper. I would like to request an interview with Jim Graham to discuss the an article I am writing about the land Omar Karim, founder of Banneker Ventures, is awaiting approval for building. I would like to interview him as soon as possible - tomorrow would be great. This can be either in-person or over the phone, which ever is best. The best way to contact me would be thairston16@yahoo.com or 248.705.4427.

Thanks,
Tahirah Hairston

Sent via BlackBerry by AT&T

FOIA CONFIDENTIAL TREATMENT REQUESTED

From: Debose, Brian (Council)
To: Graham, Jim (COUNCIL); "Tahirah Hairston"
Subject: RE: Interview Request - Hilltop Newspaper
Date: Wednesday, March 24, 2010 6:05:00 PM

I filled out your questionaire below.

From: Graham, Jim (COUNCIL)
Sent: Wednesday, March 24, 2010 5:36 PM
To: 'Tahirah Hairston'; Graham, Jim (COUNCIL)
Cc: Debose, Brian (Council)
Subject: RE: Interview Request - Hilltop Newspaper

My communications director will send you the answers.

Bests Jim,

From: Tahirah Hairston [mailto:thairston16@yahoo.com]
Sent: Tuesday, March 23, 2010 6:45 PM
To: Graham, Jim (COUNCIL)
Subject: Re: Interview Request - Hilltop Newspaper

Good Evening Councilman Graham,

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1. According to Omar Karim he has been awaiting approval to build on the land contracted with WMATA since April 2008 due to waiting on the board to vote. Why has the process been so long for him to be approved? Is this the normal process for developers or are there other stipulations? If so, what are they?

Mr. Karim and six other firms submitted Request for Qualifications (RFQ). The proposals were to develop two parcels of land,
one parcel owned by Metro and a second parcel owned by a private citizen. This is the normal process; Metro Real Estate has to review the proposals and submit recommendations, development partners and financing must be attained before the board can approve it.

2. When the term sheet ends on March 31st for Karim, what will happen? Will the land be given to someone else?

I believe the process will start anew with a new RFQ. The land owned by Metro was never to be sold but leased.

3. When looking for builders what are some of the qualifications the WMATA looks for as far as experience, economic stability, etc.?

That is a question better answered by the real estate arm of WMATA. Certainly, a resume containing past projects, financing and a competent builder are necessary. I do not have the expertise beyond

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013746

that.

4. Have Karim and you spoken directly about the issue? If so, what was the response?

5. According to Karim, his building project keeps getting taken off of the agenda. If so, why is this? Are there plans to put it back on the agenda?

There are not sufficient votes on the board for this project to pass. So it has been pulled each time.

6. Please explain the process that developers must go through when developing through WMATA. Does the whole board have to vote to approve or one person? What role do you play in this?

The entire board has to vote on these projects. I am one board member with one vote.

If you need any clarification, please let me know. Thanks again.
- *Thank You*,
Tahirah Hairston
Howard University '12
Hilltop Campus Editor
Freelance Journalist
E: thairston16@yahoo.com
C: 248.705.4427
Blog: http://byanymeansbefabulous.blogspot.com/

Live. Love. Laugh. Any By Any Means Be Fabulous.

From: "Graham, Jim (COUNCIL)" <JGRAHAM@DCCOUNCIL.US>
To: "Debose, Brian (Council)" <bdebose@DCCOUNCIL.US>; "thairston16@yahoo.com" <thairston16@yahoo.com>
Sent: Tue, March 23, 2010 4:05:13 PM
Subject: RE: Interview Request - Hilltop Newspaper

Miss Hairston,

I am aware of the parcels of land you reference in your email. I listened to Mr. Karim's interview on WAMU last week. What is it you would like to know about the parcels along 8th and Florida Avenue?

-----Original Message-----
From: Debose, Brian (Council)
Sent: Tuesday, March 23, 2010 3:55 PM
To: Graham, Jim (COUNCIL)
Subject: FW: Interview Request - Hilltop Newspaper

Council Member Do you have some time to accommodate Miss Hairston?

-----Original Message-----
From: thairston16@yahoo.com [mailto:thairston16@yahoo.com]
Sent: Monday, March 22, 2010 5:39 PM
To: Debose, Brian (Council)

Subject: Interview Request - Hilltop Newspaper

------Original Message------
To: bebose@dccouncil.us
Subject: Interview Request - Hilltop Newspaper
Sent: Mar 22, 2010 5:30 PM

Good Afternoon,

My name is Tahirah Hairston and I am a reporter for The Hilltop Newspaper, Howard University's daily student newspaper. I would like to request an interview with Jim Graham to discuss the an article I am writing about the land Omar Karim, founder of Banneker Ventures, is awaiting approval for building. I would like to interview him as soon as possible - tomorrow would be great. This can be either in-person or over the phone, which ever is best. The best way to contact me would be thairston16@yahoo.com or 248.705.4427.

Thanks,
Tahirah Hairston

Sent via BlackBerry by AT&T

FOIA CONFIDENTIAL TREATMENT REQUESTED

From: Tahirah Hairston
To: Graham, Jim (COUNCIL)
Subject: Fw: Interview Request - Hilltop Newspaper
Date: Wednesday, March 24, 2010 4:37:08 PM

Good Afternoon Councilman Graham,

My name is Tahirah Hairston and I am a reporter for The Hilltop newspaper. I emailed you the question yesterday for the article that I am writing on the WMATA and the land on Florida and 7th Avenue. If you could have the questions answered by 7:00 PM tonight that would be great!

Thanks.

- *Thank You*,
Tahirah Hairston
Howard University '12
Hilltop Campus Editor
Freelance Journalist
E: thairston16@yahoo.com
C: 248.705.4427
Blog: http://byanymeansbefabulous.blogspot.com/

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----- Forwarded Message ----
From: Tahirah Hairston <thairston16@yahoo.com>
To: "Graham, Jim (COUNCIL)" <JGRAHAM@DCCOUNCIL.US>
Sent: Tue, March 23, 2010 6:44:32 PM
Subject: Re: Interview Request - Hilltop Newspaper

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1. According to Omar Karim he has been awaiting approval to build on the land contracted with WMATA since April 2008 due to waiting on the board to vote. Why has the process been so long for him to be approved? Is this the normal process for developers or are there other stipulations? If so, what are they?

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Subject: FW: Interview Request - Hilltop Newspaper

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Thanks,
Tahirah Hairston

Sent via BlackBerry by AT&T

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Date: Tuesday, March 23, 2010 3:55:00 PM

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Sent via BlackBerry by AT&T

FOIA CONFIDENTIAL TREATMENT REQUESTED

From: David Franco
To: Graham, Jim (COUNCIL)
Subject: Fwd: 700 and 800 Block Florida Ave Development Opportunity
Date: Thursday, July 29, 2010 2:03:16 PM
Attachments: image.png

Jim,

Do you have any info on the WMATA sites on Florida ave. now that Banneker is out of the picture? Perhaps Level 2 can step in and take their place? This was suggested by Myla Moss, the ANC commissioner and we think it's worth exploring.

Jon Kardon had a conversation with Jonathan Wyner, who suggested we write a letter of interest.

Cheers,

David

Sent from my iPad

Begin forwarded message:

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> **Date:** July 29, 2010 1:55:10 PM EDT
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> **Cc:** "David Franco" <dfranco@level2development.com>, "Jeff Blum" <Jblum@level2development.com>
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>
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>
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FOIA CONFIDENTIAL TREATMENT REQUESTED

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Both of these projects were adjacent to the WMATA green/yellow tunnel and we worked closely with WMATA throughout the development and construction process to avoid any impact on the tunnel.

We look forward to the prospect of working with WMATA again on the development of the parcels in the 700 and 800 block of Florida Ave. Please let me know if you have any questions.

Sincerely,

Jon Kardon

Project Manager

level2 DEVELOPMENT
Jon Kardon
Project Manager
Level 2 Development
2303 14th Street, NW
Suite 308
Washington, DC 20009
tel: (202) 483-1110 ext. 3

akanlan@level2development.com fax: (202) 527-0370
www.level2development.com mobile: (202) 302-3665

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013755

From:	Graham, Jim (COUNCIL)
To:	"Tahirah Hairston"; Graham, Jim (COUNCIL)
Cc:	Debose, Brian (Council)
Subject:	RE: Interview Request - Hilltop Newspaper
Date:	Wednesday, March 24, 2010 5:36:00 PM

My communications director will send you the answers.

Bests Jim,

From: Tahirah Hairston [mailto:thairston16@yahoo.com]
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E: thairston16@yahoo.com
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Live. Love. Laugh. Any By Any Means Be Fabulous.

From: "Graham, Jim (COUNCIL)" <JGRAHAM@DCCOUNCIL.US>
To: "Debose, Brian (Council)" <bdebose@DCCOUNCIL.US>; "thairston16@yahoo.com" <thairston16@yahoo.com>
Sent: Tue, March 23, 2010 4:05:13 PM
Subject: RE: Interview Request - Hilltop Newspaper

Miss Hairston,

I am aware of the parcels of land you reference in your email. I listened to Mr. Karim's interview on WAMU last week. What is it you would like to know about the parcels along 8th and Florida Avenue?

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Subject: FW: Interview Request - Hilltop Newspaper

Council Member Do you have some time to accommodate Miss Hairston?

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Thanks,
Tahirah Hairston

Sent via BlackBerry by AT&T

FOIA CONFIDENTIAL TREATMENT REQUESTED

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To: Debose, Brian (Council); "thairston16@yahoo.com"
Subject: RE: Interview Request - Hilltop Newspaper
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Thanks,
Tahirah Hairston

Sent via BlackBerry by AT&T

FOIA CONFIDENTIAL TREATMENT REQUESTED

From: Jim Graham
To: Zvenyach, Vladlen David (Council)
Subject: banneker and florida
Date: Friday, July 13, 2012 1:08:33 PM

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

Jim Graham, Councilmember, Ward One, 1350 Pa. Ave., NW, #105, Washington, DC 20004. 202-724-8181; 202-724-8109 (fax).

Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8191. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

Website: www.grahamwone.com

From: Jim Graham
Sent: Tuesday, June 15, 2010 2:30 PM
To: 'Sarles, Richard'
Subject: RE: Banneker letter

thanks

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

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Voting Member, Board of Directors, WMATA/Metro.

Website: www.grahamwone.com

From: Sarles, Richard [mailto:rsarles@wmata.com]

Sent: Thursday, June 03, 2010 12:53 PM
To: Jim Graham
Subject: RE: Banneker letter

In the instance you cite, she handled it directly with you and the Chair rather than through the Board office. You may have hit on the way all future such matters should be handled, i.e., directly between
General Counsel and Board members, not through the Board office, even if a request from the Board member comes through the Board office.

From: jim@grahamwone.com
Sent: Thursday, June 03, 2010 12:41 PM
To: Sarles, Richard
Subject: FW: Banneker letter

Look how careful she was on 4/30….in contrast of recent actions

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

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Voting Member, Board of Directors, WMATA/Metro.

Website: www.grahamwone.com

From: Jim Graham
Sent: Friday, April 30, 2010 7:51 AM
To: O'Keeffe, Carol B.; peter.metro@verizon.net
Cc: Sarles, Richard
Subject: RE: Banneker letter

Thanks

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

Jim Graham, Councilmember, Ward One, 1350 Pa. Ave., NW, #105,

FOIA CONFIDENTIAL TREATMENT REQUESTED

Washington, DC 20004. 202-724-8181; 202-724-8109 (fax).

Chairman, Committee on Public Works and Transportation (including alcohol regulation). Main Committee Number: 202-724-8195. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

Voting Member, Board of Directors, WMATA/Metro.

Website: **www.grahamwone.com**

From: O'Keeffe, Carol B. [mailto:cokeeffe@wmata.com]
Sent: Thursday, April 29, 2010 5:46 PM
To: Jim Graham; peter.metro@verizon.net
Cc: Sarles, Richard
Subject: Banneker letter

Gentlemen:

We have a received a letter addressed to Mr. Sarles and Mr. Benjamin from a Mr. Bolden at the ReedSmith law firm concerning the Banneker Ventures proposal for development at Florida Avenue. We will prepare a response to the bulk of the letter, but certain portions require your attention. To preserve confidentiality, I will arrange to have the letter sent to you tomorrow by FedEx.

Carol B. O'Keeffe
General Counsel
Washington Metropolitan Area
Transit Authority
600 5th Street, NW
Washington, DC 20001
P: 202-962-2531
F: 202-962-2550

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From: Jim Graham
To: Zvenyach, Vladlen David (Council)
Subject: banneker and florida
Date: Friday, July 13, 2012 1:04:55 PM

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

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Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8191. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

Website: www.grahamwone.com

-----Original Message-----
From: Jim Graham
Sent: Tuesday, March 30, 2010 11:36 AM
To: 'Sarah Krouse'
Subject: RE: Florida Avenue Status

Yes, please call me on my cell phone, 487-6646. I am in a hearing now, but I should be able to take your call around 1-2. In short, this matter was in a public board meeting last Thursday, By a vote of 7-0 the extension of time for his project was tabled by the board, effectively ending the consideration by the time of the last deadline.

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

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Voting Member, Board of Directors, WMATA/Metro.

Website: www.grahamwone.com

-----Original Message-----
From: Sarah Krouse [mailto:skrouse@bizjournals.com]
Sent: Tuesday, March 30, 2010 11:27 AM
To: grahamwone@gmail.com
Subject: Florida Avenue Status

Hi Councilmember Graham,

I'm a reporter with the Washington Business Journal and am working on a story about joint development lawsuits involving WMATA. I saw that the Florida Ave. project was on the executive session agenda last week, rather than in normal session and wanted to follow up with you about the next steps for that joint development project. Metro media relations simply said the project was "tabled" and deferred to individual members of the board from D.C.

What is the status of that project? Banneker Ventures said it was planning to file a suit if Metro does not move forward with the project in a timely manner.

Do you have a few minutes to talk about this today?

Thanks so much.

Best,

Sarah

Sarah Krouse
Staff Reporter
Washington Business Journal
703.258.0827
203.219.3489
@wbjsarah
www.facebook.com/wbjonline
http://washington.bizjournals.com/washington/blog/breaking_ground/

From: Jim Graham
To: Zvenyach, Vladlen David (Council)
Subject: banneker and florida
Date: Friday, July 13, 2012 1:01:47 PM

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

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Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8191. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

***Website:* www.grahamwone.com**

From: Jim Graham
Sent: Wednesday, November 18, 2009 2:59 PM
To: 'Sequeira, Loyda'
Subject: RE: METRO - Banneker actions & votes

thanks

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

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Chairman and Voting Member, Board of Directors, WMATA/Metro.

***Website:* www.grahamwone.com**

From: Sequeira, Loyda [mailto:LSequeira@wmata.com]

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013764

Sent: Wednesday, November 18, 2009 2:45 PM
To: Jim Graham
Cc: jkass@dccouncil.us; mlogan@dccouncil.us
Subject: METRO - Banneker actions & votes

Dear Chairman Graham,

As per your request, I found the following actions of the Board thus far regarding Shaw-Howard, please let me know if you need anything else.

Board Actions on Banneker/Shaw-Howard:

September 24, 2009:
Report by PDRE(B):
Extension of Negotiating Period for Shaw Howard University/Florida Avenue Parcels:
Mr. Albert moved, seconded by Mr. Giancola, approval of a 120-day extension for negotiating a revised term sheet for the Shaw-Howard University/Florida Avenue parcels. The motion was unanimously approved.

Ayes: 6 - Mr. Giancola, Mr. Benjamin, Mrs. Hudgins, Mr. Albert, Ms. Hewlett and Mr. Zimmerman

June 25, 2009:
Report by PDRE(A):
Approval of Easement Rights at Shaw-Howard University Station
Mr. Albert moved, seconded by Mr. Zimmerman, approval of a lease to Broadcast Center Partners, LLC with the option to purchase various easement rights from Metro at the Shaw-Howard University Metrorail station north entrance. The motion was unanimously approved.
Ayes: 6 - Mr. Graham, Mr. Benjamin, Mrs. Hudgins, Mr. Albert, Ms. Hewlett and Mr. Zimmerman

April 23, 2009:
Report by PDRE(A):
Extension of Development Agreement Negotiation Period
Mr. Albert moved, seconded by Mrs. Hudgins, approval of a 120-day extension for negotiating a revised term sheet for the Shaw Howard University/Florida Avenue parcels. The motion was approved.

Ayes: 5 - Mr. Zimmerman, Mr. Benjamin, Mrs. Hudgins, Mr. Albert, and Ms. Hewlett
Abstain: 1 - Mr. Graham

September 25, 2008:
Report by PDRE(E):
Transfer of WMATA Property Rights at Shaw-Howard U Station
Mrs. Hudgins moved, seconded by Mr. Graham, that the Board defer this item until the October 16, 2008 executive session of the Committee. This motion was unanimously approved.
Ayes: 6 - Mr. Zimmerman, Mr. Graham, Mr. Benjamin, Mrs. Hudgins, Mr. Barry, Ms. Hewlett

FOIA CONFIDENTIAL TREATMENT REQUESTED

NOTE: The minutes of October 16, 2008 do not reflect any action arising from Exec Session. The only reference from that meeting reads:
Mrs. Hudgins reported that the Transfer of Metro Property Rights at Shaw-Howard U Station and the proposed relocation of the Jackson Graham Building were both deferred by the Committee.

June 26, 2008
Report by Planning, Development and Real Estate Committee
E. Florida Avenue Developer Selection
Mrs. Hudgins referred the Board to the request to select Banneker Ventures as the developer of the Shaw-Howard U/Florida Avenue joint development site, approve the term sheet and authorize negotiation of the development agreement. The final agreement will reflect the inclusion of an affordable housing component and staff will provide documentation to the Board that clarifies the roles and responsibilities of the members of the development team.

Mr. Graham requested that his comments from the committee meeting be included as part of the record for the Board meeting. In his comments, Mr. Graham noted the importance of providing affordable housing; requested clarification on the Board's policy on business ethics and integrity requirements relating to joint development projects; and raised concerns about the financial viability of the project, as proposed.

Mrs. Hudgins moved, seconded by Mr. Moneme, approval of this action. This motion was unanimously approved.

Ayes: 6 Mr. Zimmerman, Mr. Graham, Mr. Benjamin, Mrs. Hudgins,
Mr. Moneme and Ms. Hewlett

Loyda

FOIA CONFIDENTIAL TREATMENT REQUESTED **WMATA-INV 013766**

From: Jim Graham
To: Zvenyach, Vladlen David (Council)
Subject: banneker and florida
Date: Friday, July 13, 2012 12:54:24 PM

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

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Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8191. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

***Website:* www.grahamwone.com**

From: Jim Graham
Sent: Friday, July 03, 2009 6:53 PM
To: 'jbcatoe@wmata.com'
Subject: FW: [LeDroitPark] Digest Number 550

Please note Banneker…on our jte dev site

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

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Chairman and Voting Member, Board of Directors, WMATA/Metro.

***Website:* www.grahamwone.com**

From: LeDroitPark@yahoogroups.com [mailto:LeDroitPark@yahoogroups.com]

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013767

Sent: Friday, July 03, 2009 10:22 AM
To: LeDroitPark@yahoogroups.com
Subject: [LeDroitPark] Digest Number 550

LeDroit Park

Messages In This Digest (1 Message)

1.

developer for 700 & 800 blks of Fla Ave NW seeking stimulus money From: scott@scott-roberts.net

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Message

1.

developer for 700 & 800 blks of Fla Ave NW seeking stimulus money

Posted by: "scott@scott-roberts.net" scott@scott-roberts.net scott_roberts20002

Thu Jul 2, 2009 1:13 pm (PDT)

See this article from today's Washington Business Journal.

Note that one of the applicants is Banneker Ventures LLC & Bank of America CDC for their Jazz @ Florida Ave. project on the 700 and 800 blocks of Florida Avenue NW.

Thursday, July 2, 2009, 2:37pm EDT

Developers want part of $33.7M for affordable housing
Washington Business Journal - by Jonathan O'Connell Staff Reporter
[http://washington.bizjournals.com/washington/stories/2009/06/29/daily75.html]

Developers of 22 affordable housing projects in D.C. are seeking a slice of $33.7 million the city will receive in federal stimulus money from the Treasury Department.

The money, divvied to D.C. and the states by formula, will allow the city to provide grants aimed at jump starting or completing construction or rehabilitation of below market rate housing units that have stalled in the recession.

The developers applying for funds are working on projects all across the city, in neighborhoods including Anacostia, Brightwood, Mount Pleasant, Petworth and Trinidad. The city's own sources of affordable housing subsidies have been deeply hampered by the slow real estate market.

D.C. Mayor Adrian Fenty said in a June 23 statement that the money "will have an immediate and critical impact on the development and rehabilitation of affordable housing" and would bring jobs for D.C. residents.

The city's Department of Housing and Community Development began seeking developers in April, two months after President Barack Obama signed the American Recovery and Reinvestment Act of 2009. Projects must be eligible for federal low-income tax housing tax credits, government-issued tax breaks that developers can use to attract private financing. The value of the tax credits has fallen dramatically in the recession, leaving many projects with

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013768

shortfalls.

DHCD is hoping to maximize funding for projects that will provide units for elderly, special needs or chronically homeless individuals and families in need of supportive services. Spokeswoman Angelita Colon-Francia said she was not sure when the agency will make funding decisions.

In addition to the $33.7 million in Treasury funds, the federal government has committed another $94.58 million to D.C. in stimulus money for housing programs, according to the Web site Recovery.gov. Of that, another $11.6 million will also be dedicated to projects eligible for low-income housing credits.

The applicants:

Developer / Project / Address / Applying for

Jubilee Housing Inc. / 2448 18th St. NW / 2448 18th St. NW / $235,000

North Capitol Collaborative Inc. / 4924 Nash St. NE / 4924 Nash St. NE / ?

Vesta Corp. / Avalon Apartments / 814-820 Southern Ave. SE /20?

Artspace Projects Inc. / Brookland Artspace Lofts / 3305-3313 8th St. NE / $8.4 million

William C. Smith & Co. / Canal Place Residential / 825 Second St. SE / $3 million

Daffodil House Inc. / Daffodil House / 3237 Hiatt Place NW / $450,000

Delta Housing Corp. / Delta Towers Senior Community / H Street and Florida Avenue NE / NE $4.3 million

E&G Property Services Inc. / Five properties in NW, NE and SE / $7.5 million

Neighborhood Development Co. / The Heights on Georgia Ave. / 3232 Georgia Ave NW / $1.3 million

Israel Manor Inc/Israel Baptist Church / Israel Manor Senior Housing / 10th Street and Rhode Island Avenue NE / $730,000

Banneker Ventures LLC and Bank of America CDC / The Jazz @ Florida Ave. / 700 and 800 blocks of Florida Avenue NW / ?

Latin America Youth Center / John F. Cook School / 30 P St. NW / $1.74 million

The Community Builders Inc. / Matthews Memorial Terrace / 2636-2640 Martin Luther King, Jr. Ave. SE / $2.5 million

William C. Smith & Co. / Park Vista Apartments / 3400-3520 13th St. SE / $1.6 million

NHT/Enterprise Preservation Corp St. Dennis Apartments / 1636 Kenyon St. NW / $3.5 million

So Others Might Eat Inc. / Mellon Street / 523-525 Mellon St. SE / $2.7 million

So Others Might Eat Inc. / Naylor Road / 2765 Naylor Road, SE / $2.4 million

Mission First Development/Henson Development Co. / The SeVerna / 1015 1st St NW / $995,000

FOIA CONFIDENTIAL TREATMENT REQUESTED **WMATA-INV 013769**

VIDA Senior Centers/Dante Partners LLC / The VIDA Senior Residences at Brightwood / 1330 Missouri Ave. NW / $796,000

AF Development LLC / Vision of Anacostia Living Apartments / 1406 22nd St. SE / $550,000

Somerset Development Co./THC Affordable Housing Inc. / Webster Gardens / 124, 126, 128, 130 Webster St NW / $625,000

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From: Jim Graham
To: Zvenyach, Vladlen David (Council)
Subject: Omar Karim
Date: Friday, July 13, 2012 12:39:04 PM

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

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Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8191. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

***Website:* www.grahamwone.com**

From: Jim Graham
Sent: Thursday, March 01, 2012 5:20 PM
To: 'Fred Hiatt'; 'grahamd@washpost.com'
Cc: 'Colby King'
Subject: RE: Sat. Column

These issues are a complete rehash of what has been covered by six editorials (5500 words), my op-ed piece, and three Colby King prior columns, all since January 23…not to mention our recent one hour meeting.

Why is all this being printed still again?

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***Website:* www.grahamwone.com**

From: Colby King [mailto:kingc@washpost.com]
Sent: Thursday, March 01, 2012 12:10 PM
To: Jim Graham
Subject: Sat. Column
Importance: High

Jim: As I advised your staffer, I have interviewed two individuals who said they were present at the May 29, 2008 meeting that you conducted in your office regarding the D.C. lottery contract awarded to W21 by the OCFO in January 2008..

I read what you said about the meeting in your recent Post op-ed.

Warren Williams, who attended the meeting, told me that you said to him, referring to his company Banneker Ventures, :' " You've been winning too much". Did you say that?
Did you also say to Willliams in that meeting " you recently won an award at a Metro site"?

Did you say to him: "Well, you've got to give me something in order for me to support you on the lottery, and the something I'm looking for is the WMATA project."?

Re the statement quoted in your email to Jim Link following the May 29 meeting, to wit: "Do you think they will do anything?" The sources said your statement refers to your interest in Banneker withdrawing from the WMATA bid. Is that the case? If not, were you inquiring about something else? If so, what?

Banneker Ventures other principal owner, Omar Karim, told me in an interview that in a meeting with you in 2008 at your favorite French restaurant, then located at 13th and Penn. Ave. NW, you said you wanted Lakritz/Adler, a local real estate investment company to get in the U Street Metro project.. Karim said that at the time of that meeting, the Metro staff had awarded the U Street Metro project to Banneker. Did you meet with Karim? Did you express an interest in having another firm get involved in the U Street metro project?
Look forward to your responses.

Colbert I. King
Columnist
The Washington Post

From: Jim Graham
To: Zvenyach, Vladlen David (Council)
Subject: Omar Karim
Date: Friday, July 13, 2012 12:38:45 PM

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***Website:* www.grahamwone.com**

From: Jim Graham
Sent: Thursday, March 01, 2012 12:41 PM
To: Colby King
Subject: Re: Sat. Column

Cannot respond.tight now chaot

Sent from my HTC smartphone on the Now Network from Sprint!

----- Reply message -----
From: "Colby King" <kingc@washpost.com>
To: "Jim Graham" <Jim@grahamwone.com>
Subject: Sat. Column
Date: Thu, Mar 1, 2012 12:10 pm

Jim: As I advised your staffer, I have interviewed two individuals who said they were present at the May 29, 2008 meeting that you conducted in your office regarding the D.C. lottery contract awarded to W21 by the OCFO in January 2008..

I read what you said about the meeting in your recent Post op-ed.

Warren Williams, who attended the meeting, told me that you said to him, referring to his company Banneker Ventures, :' " You've been winning too much". Did you say that?
Did you also say to Willliams in that meeting " you recently won an award at a Metro site"?

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Look forward to your responses.

Colbert I. King
Columnist
The Washington Post

FOIA CONFIDENTIAL TREATMENT REQUESTED

From: Jim Graham
To: Zvenyach, Vladlen David (Council)
Subject: Omar Karim
Date: Friday, July 13, 2012 12:31:12 PM

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Website: www.grahamwone.com

From: Jim Graham
Sent: Monday, April 05, 2010 10:52 AM
To: Chuck Thies
Subject: RE: big Skinner news

Yes, indeed. What is AMF doing?

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Voting Member, Board of Directors, WMATA/Metro.

Website: www.grahamwone.com

From: Chuck Thies [mailto:chuckthies@gmail.com]
Sent: Monday, April 05, 2010 10:50 AM

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013775

To: Jim Graham
Subject: big Skinner news

This will grow legs.

"A an article in this month's Hill Rag by **Hunter L. Gorinson** (not yet online) reveals some serious flames. Gorinson explains how Liberty Engineering & Design, owned by Fenty buddy **Sinclair Skinner**, was handed $358,500 in surveying subcontracts for the parks projects by **Omar Karim**'s Banneker Ventures. Liberty, however, didn't do the actual survey work; rather, they turned around and hired a Hyattsville contractor to do all the work for no more than $70,000, and passed it off as their own. A Liberty employee insisted to the contractor, **Anthony Currie**, that he put the Liberty logo on his work. Says Currie to Hill Rag, 'I had no clue, but after a while, I started to realize that these guys were crooks.' If nothing else, Skinner's D.C. Council testimony later this month just got even more interesting. More to come."

FOIA CONFIDENTIAL TREATMENT REQUESTED

DOCUMENTS RESPONSIVE TO SUBPOENA REQUEST #5

FOIA CONFIDENTIAL TREATMENT REQUESTED

May 29, 2008

Thursday

May 2008

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2008

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29	30					

	29 Thursday
7 am	
8 00	
9 00	
10 00	
11 00	
12 pm	
1 00	
2 00	**Meeting with Paul Pascal Re: farm winery** ; **Meeting with Paul Pascal Re: farm winery** ; **Press Conference with Mayor Fenty Conta** 3200 14th Street, NW
3 00	**Meeting with Nicola Whiteman and others AOBA Re: Bill 17-492** ; **Meeting with Nicola Whiteman and others AOBA Re: Bill 17-492**
4 00	**Telephone Conference call with Mel Blizzard and Captain Mike Eldridge Re: The Villaggio Contact 202-727-0159;** Officfe Telephone **Meeting with James Link, Partner - ACG Crystal Wright, Princip** ; **Meeting with James Link, Partner - ACG Crystal Wright, Princip**
5 00	**Conference call with Mel Blizzard call in number 1-800-516-9896 and the pass code is 2027274301;** In Office
6 00	

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013778

FOIA CONFIDENTIAL TREATMENT REQUESTED

MEETING SIGN IN SHEET

Date: 5/29/08 Purpose of meeting: Lottery Contract

Name	Affiliation	Phone	Email
Alaka Williams	W2Tech	(202) 279-1470	alakawilliams@w2tech
Warren Williams	W2Tech	(202) 210-0076	warrenwilliams@w2tech
Crystal Wright	Baker Wright W2Tech Group	(202) 829-0848	crystal@bakerwright
Jim Link	American Capitol Group	(202) 744-9661	jim@americancapitolgroup.com

JG + CW + SH

WMATA-INV 013779

September 04, 2008

Thursday

September 2008

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
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28	29	30				

October 2008

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19	20	21	22	23	24	25
26	27	28	29	30	31	

4 Thursday

Council Recess

7 am

8 00

9 00

10 00

11 00

12 pm

Lunch with Hanock & Yared Tesfaye Re: U Street Parking Contact 703-629-9424
Expo 1928 9th Street, NW

1 00

2 00

3 00 **Meeting with Omar Karim Re: Florida Avenue Metro Project Contact 301-523-1810;** Suite 105

4 00 **Meeting with Dave Liscomb (Washington Times) Re: Incoming session and your priorities, Bloods and Crips Contact 202-321-4640;**

5 00

6 00

7:00pm - 9:00pm DC Center Fall Reception Presenting award to Wallace Corbett (CM needs to be there by 7:30pm) Contact David Mariner 20

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013780

DOCUMENTS RESPONSIVE TO SUBPOENA REQUEST #6

FOIA CONFIDENTIAL TREATMENT REQUESTED

From: Jim Graham
To: Zvenyach, Vladlen David (Council)
Subject: warren williams
Date: Monday, July 09, 2012 4:20:26 PM

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

Jim Graham, Councilmember, Ward One, 1350 Pa. Ave., NW, #105, Washington, DC 20004. 202-724-8181; 202-724-8109 (fax).

Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8191. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

***Website:* www.grahamwone.com**

From: Jim Graham
Sent: Monday, February 20, 2012 11:52 AM
To: Scott Butterworth
Subject: RE: Your op-ed to The Post -- initial questions

Thanks, I am almost done. I will have that edit included. I am still a little betwixt and between on the question of all the personae...

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

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Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8191. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

***Website:* www.grahamwone.com**

From: Scott Butterworth [mailto:butterworth@washpost.com]
Sent: Monday, February 20, 2012 9:25 AM
To: Jim Graham

Subject: RE: Your op-ed to The Post -- initial questions

Good morning, Councilman,

Thank you for forwarding Ms. Hudgins's statement.

I'll be glad to incorporate your edit; did you mean to attach it? The version below is the same as the one I sent you earlier.

Regarding the names, for the most part, my goal is specifics instead of generalities (such as "the Banneker client"). With such a complex subject, proper nouns help a reader hold the story in mind -- and if needed, circle back to a first reference for a reminder of how a certain person factors into the story. So where it's possible to go with names, I would encourage that. But I take your point about not wanting to repeat Colby's "cast of characters."

Best,
Scott

-----Jim Graham <Jim@grahamwone.com> wrote: -----
To: Scott Butterworth <butterworth@washpost.com>
From: Jim Graham <Jim@grahamwone.com>
Date: 02/18/2012 08:56AM
Subject: RE: Your op-ed to The Post -- initial questions

I have researched Banneker's general contract problems more since submission. I have major edit here. But on the question of names—an issue you quite appropriately raise frequently—its going to get confusing. There as more than Karim involved with Banneker, and Williams—as a Banneker "principal"—had others involved with him as well, including his father and wife. I see Colby King sets forth a "cast of characters" this AM. I would rather avoid that. Let me think of what to do.
Bests

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

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Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8191. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

***Website:* www.grahamwone.com**

From: Scott Butterworth [mailto:butterworth@washpost.com]
Sent: Friday, February 17, 2012 7:13 PM
To: Jim Graham
Subject: RE: Your op-ed to The Post -- initial questions

Hello again,

As promised, here are questions on the sixth paragraph:

For some reason, The Post sees an injustice perpetrated against Banneker and its principals. I do not agree. Banneker, as you may recall, was at the center of serious allegations of political cronyism, lack of qualifications and overbilling [[IS THIS A REFERENCE TO THE PARKS AND REC CONTRACTS? CAN WE MAKE THAT EXPLICIT?]]. Indeed, Banneker executives [[SOURCE FOR MULTIPLE EXECUTIVES? NEWS CLIPS FROM EARLY 2010 INDICATE THAT, OF BANNEKER OFFICIALS, ONLY KARIM TESTIFIED BEFORE THE COUNCIL]] were compelled to testify before the D.C. Council on what they did and didn't do with $82 million worth of city contracts from which they were fired because of how poorly they managed the work [[SOURCE FOR THIS? NEWS CLIPS AT THE TIME DON'T REPORT THAT BANNEKER WAS "FIRED" OR "POOR MANAGEMENT," ONLY THAT THE COUNCIL "ENDED THE CONTRACT" AND "STRIPPED BANNEKER OF THE CONTRACT."]]. Yet none of the editorials mention any of this, despite the saga having been covered extensively in the news pages of The Post.

Thanks again,

Best,
Scott

From: Jim Graham <Jim@grahamwone.com>
To: Scott Butterworth <butterworth@washpost.com>
Date: 02/17/2012 09:44 AM
Subject: RE: Your op-ed to The Post -- initial questions

Thanks! I appreciate the detailed nature of these questions. Let me woke on this over the weekend, and I will get it to you complete on Monday. If there are further questions in the meantime, please let me have them as well. Bests Jim

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

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Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8191. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

***Website:* www.grahamwone.com**

From: Scott Butterworth [mailto:butterworth@washpost.com]
Sent: Thursday, February 16, 2012 8:30 PM
To: Jim Graham
Subject: Your op-ed to The Post -- initial questions

Hello, Councilman Graham,

The questions are marked below. Thank you for your assistance.

Best,
Scott

by Jim Graham

A web of intrigue and aspersion can be spun by selectively choosing some facts while ignoring others. Such is the case with six editorials published in the past three weeks by The Washington Post, all concerning my role in 2008 in a Metro development project on Florida Avenue NW and in the awarding of the D.C. Lottery contract.

"More Questions for Mr. Graham," the most recent editorial headline calls out. Actually, this is not quite true - it is the very same question, somewhat repackaged, that has been asked over some 5,600 words in the six editorials. It is also mind-boggling: The Post, which has spent the past year calling for ethics reform in District government, is now criticizing me for requesting an ethics inquiry when I had a compelling reason to do so.

Why all this attention? The Post itself seemed puzzled in its Feb. 19 editorial, [[WRONG DATE; TO WHICH EDITORIAL DOES THIS REFER?]] spending hundreds of words trying to explain why it was so cross with someone whom it had endorsed in every election. But that did give The Post a chance to regurgitate yet again the sparse facts at its command.

Much of what was written would have been red-lined out of a news story, never seeing the light of day. But editorial is opinion, and pretty much anything goes.

The Post builds much of its case on speculation regarding a four-year-old conversation I had with a group bidding to become the local and majority partner in the D.C. lottery contract. The same persons [[CQ PERSONS? IS WARREN WILLIAMS NOT THE ONLY PERSON BOTH INVOLVED WITH W2I AND BANNEKER?] were also involved with Banneker Ventures, an engineering/contracting firm whose lawyer, A. Scott Bolden, later cried foul amidst efforts to win [[THIS SUGGESTS THE EFFORTS WERE UNSUCCESSFUL; DID BANNEKER INDEED GET NO SETTLEMENT?]] a settlement from the city. Bolden was not at the meeting. [[GIVEN THIS, IS IT RELEVANT TO INTRODUCE MR. BOLDEN AT THIS POINT? IT WOULD HELP YOUR NARRATIVE TO PULL HIM OUT AND INTRODUCE HIM SIX GRAFS LATER]] While I cannot recall every detail of the meeting, I remember repeatedly challenging the qualifications of Banneker [[EARLIER IN THIS PARAGRAPH, YOU INDICATED THIS WAS A MEETING WITH W2I; DID YOU MEAN TO SAY W2I HERE THEN?]] and the irresponsible actions of one of its principals with a prior D.C. government privilege [[WHAT DOES THIS MEAN OR REFER TO?]]. I have a big fat file on all of that.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013785

For some reason, The Post sees an injustice perpetrated against Banneker and its principals. I do not agree. Banneker, as you may recall, was at the center of serious allegations of political cronyism, lack of qualifications and overbilling. Indeed, Banneker executives were compelled to testify before the D.C. Council on what they did and didn't do with $82 million worth of city contracts from which they were fired because of how poorly they managed the work. Yet none of the editorials mention any of this, despite the saga having been covered extensively in the news pages of The Post. [[I HAVE NOT YET FACT-CHECKED THIS PARAGRAPH; QUESTIONS WILL COME TOMORROW ON IT. ANY SUPPORTING MATERIAL YOU CAN PROVIDE -- SUCH AS LINKS TO THE NEWS STORIES YOU MENTION -- WOULD BE MOST HELPFUL.]]

Let's get some clarity on the facts.

First and foremost, there is zero allegation of any crime - not even by The Post - because none was committed. As well, there is no suggestion of any financial gain by me.

The Post brushes aside with little or no mention these facts:

[BULLET] No evidence of wrongdoing by Graham, the D.C. inspector general concluded last month in a lengthy review of my involvement with the lottery contract process.

[BULLET] No evidence of wrongdoing by Graham, the Metro general counsel concluded in a five-page letter dated May 28, 2010, after a careful review of the major pleas [[WAS THIS IN A LEGAL PROCEEDING? IF NOT, SHOULDN'T THE NOUN BE SOMETHING LIKE "ALLEGATIONS"?]] raised by attorney A. Scott Bolden [[THIS COULD BECOME THE NEW FIRST REFERENCE TO MR. BOLDEN -- "RAISED BY BANNEKER'S LAWYER, A. SCOTT BOLDEN"]] concerning the Florida Avenue project. Metro found that the problem with the Banneker Ventures bid was not Jim Graham. The problem with Banneker was Banneker. The contractor missed deadlines, slashed its inflated, initial offer for the land, and failed to demonstrate the capacity to do the work.

[BULLET] Just a few days ago, the current Metro board chair made clear that the unanimous board decision in 2010 to end Banneker's role in the project was "based upon a dramatic change in the developer's proposed price and other factors adverse to WMATA's business interest." In addition, she wrote, [[CAN YOU FORWARD OR POINT ME TOWARD THIS DOCUMENT?]] the decision was not based on "the views of Mr. Graham or any individual board member."

Indeed, the Banneker executive [[SINCE BANNEKER HAD NO ROLE IN THE LOTTERY CONTRACT, SHOULDN'T THIS BE REWORDED TO FOCUS JUST ON MR. WILLIAMS?]] lost out on the lottery not because of me, but because - as one person close to the deal put it - "Forces don't want you guys in the lead decision making role." [[SOURCE FOR THIS QUOTATION?]]

None of this will be found in The Post's editorials.

Now, who is left?

Ah, yes, the D.C. Attorney General. In May 2010, out of an abundance of caution, I

personally asked the attorney general, Peter J. Nickles, to review these matters. As best as I can tell, he took no action.

For sure, Banneker Ventures and its principals were not happy to lose out on the lottery and Metro projects. [[SINCE BANNEKER HAD NO ROLE IN THE LOTTERY CONTRACT, SHOULDN'T THIS BE JUST "LOSE OUT ON THE METRO PROJECT"?]] It probably cost them and their lawyer millions. Bolden started complaining back in 2008, [[SOURCE? MR. BOLDEN'S 4/27/10 LETTER TO WMATA INDICATES IT WAS HIS FIRST FORMAL COMPLAINT]] and at that time the CFO staff [[SINCE WE HAVE NOT YET INTRODUCED MR. GANDHI, SHALL WE EXPLAIN THE ROLE OF HIS OFFICE IN THESE MATTERS?]] advised him to go to the inspector general. [[THE DC INSPECTOR GENERAL? OR THE METRO IG?]] But Bolden took no action in 2008 or 2009, instead waiting two years until the Metro project had been lost. Then in 2010, he wrote the bitter letter that is the cold soup the Post has been warming up over the past three weeks.

But what about other major issues? For example, why did the District's chief financial officer in early 2011 approve - by "making no objection" - [[SOURCE FOR THIS QUOTATION?]] the addition of Emmanuel Bailey as the replacement for the Banneker principal [[SHOULDN'T THIS BE THE REPLACEMENT FOR W2I?]] in the majority-ownership role for the D.C. Lottery contract? Who told the CFO to let that go? Why was Bailey -- a Maryland resident with no experience and no qualifications in gaming, and with a start-up company housed in a spare room of his mother's Southeast rowhouse -- given 51 percent of the lottery? Why wasn't this selection resubmitted to the D.C. Council, since Bailey was not in the lottery contract as approved?

Bolden's clients will also have questions to answer. As reported in the Washington Times, which obtained the e-mails, why was Bailey - who appears to have come out of nowhere - contacting the Banneker client, [[IS THIS A REFERENCE TO MR. WILLIAMS? THAT'S NOT CLEAR.]] offering a strategy involving then-Mayor Adrian Fenty, months before he was selected for the majority ownership role? How did the men know each other? And was a financial consideration paid to Bolden's clients [["W2I"?]] after they were dropped from the [["LOTTERY"?]] deal?

These issues are a lot closer to the heart of the matter, yet The Post would rather carpet-bomb the underbrush.

Let's have a full investigation of all the major issues in this [["THE LOTTERY"?]] contract award. Then the Post can write a seventh editorial exonerating me.

The writer, a Democrat, represents Ward 1 on the D.C. Council.

From: Jim Graham
To: Zvenyach, Vladlen David (Council)
Subject: warren williams
Date: Monday, July 09, 2012 4:13:25 PM
Attachments: Banneker letter 5-28-10.pdf

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

Jim Graham, Councilmember, Ward One, 1350 Pa. Ave., NW, #105, Washington, DC 20004. 202-724-8181; 202-724-8109 (fax).

Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8191. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

***Website:* www.grahamwone.com**

From: Jim Graham
Sent: Saturday, February 04, 2012 12:50 PM
To: 'Fred Hiatt'; Colby King; Jo-Ann Armao
Subject: The problem with Banneker was not Jim Graham

The problem with Banneker was not Jim Graham. The problem with Banneker was Banneker. Today's editorial contained more innuendo and implication than it did facts, all in an effort to discredit me for the unsubstantiated, unfounded and flat out wrong supposition that I attempted to kill Banneker's deal in favor of another developer. These assertions were made without regard for the evidence.

Due to advice from Mayor Fenty and his people, I actually tried to overcome my reservations. All my votes were either in favor with a single abstention until the final tabling motion was made by City Administrator and Mayor's representative Neil Albert.

From the start, I had major concerns about the ability of Banneker to do the work. I did express those concerns. And I was reinforced in those concerns. For example, the Post editorial gave little emphasis or detail to the following major problems:

--an inflated land offer which was the main reason they initially got the award (withdrawn and reduced after the award) ,

--no comparable experience with a project of this size, initially compensated for by the participation of Metropolis builders but they soon quit the project.

--repeated extensions of time over a two year period all at the request of Banneker in a struggle to try to make a deal work. All told, three years were lost on this project as a direct result.

--changes by Banneker to the original terms of contract, giving rise to the prospect of bid protests by those who lost on terms more favorable to Metro

FOIA CONFIDENTIAL TREATMENT REQUESTED **WMATA-INV 013788**

--ongoing concerns by WMATA about the stability of Banneker's development team.
Keep in mind, the Banneker who later would be front and center in the contracting scandals of the Fenty Administration was the same Banneker that was before Metro.
But why believe me?
Instead consider the points made by the Metro General Council who on May 28, 2010 responded to the major issues in attorney Bolden's letter. I have decided to share the General Counsel's letter which follows (also attached). I had hoped a limited paraphrase would suffice, but apparently not. I believe the editorial needs to be revised in light of the facts of the Metro letter.
I am now requesting appropriate space on your Editorial Pages to respond to five editorial/op ed comments in a little over a week.
Please advise.
Councilmember Jim Graham

Dear Mr. Bolden:

Your letter dated April 27, 2010 to Mr. Sarles and Mr. Benjamin has been referred to ' me for response. The procedural posture of the Jazz at Florida Avenue Project is as follows: The Board of Directors ("Board/') of the Washington Metropolitan Area Transit Authority ("WMATA") unanimously voted, on March 25, 2010, to table any action on the proposed amendment of the term sheet ("Term Sheet'/, attached hereto as Attachment A) executed by WMATA and Banneker Ventures, LLC ("Banneker") following Board member Graham's motion to extend the time within which to finalize a joint development agreement. The Board follows Robert's Rules of Order. Accordingly, the matter can now be taken from the table only by majority vote of the Board in accordance with the voting provisions of the WMATA Compact (Section 8). Pursuant to the terms of the Term Sheet, the exclusive negotiation period between WMATA and Banneker expired on March 31, 2010.

You have presented a number of points in your letter; although I will not respond point by point, the following discussion is intended to meet the substantive issues of concern. Let me begin by saying that WMATA staff worked diligently with Banneker representatives in attempting to achieve agreement on the revised business terms proposed by your client, which differed significantly from those originally proposed. We recognized that those revisions were driven by the changed economic circumstances. Nevertheless, the changes occurred in the context of a public solicitation for proposals for the Florida Avenue site and the differing terms presented challenges that simply could not be overcome, despite our best efforts and the efforts of your client. We appreciate your client's interest in the site and regret that the faltering real estate market made it difficult for your client to adhere to the original terms which prompted the Board's initial selection of Banneker as the developer for the site. Having said that, it is important for you to understand that the Board has plenary authority to approve the terms of a joint development agreement and that approval simply was not achieved. I know of no plans to remove the matter from the table.

By submitting a proposal in response to the . Florida Avenue Joint Development Solicitation ("JDS" or "Solicitation", attached hereto as Attachment B), Banneker agreed to and accepted all of the terms of the JDS *(see* JDS, § 1.5). · Thus, Banneker agreed that the Term Sheet was not a binding agreement between WMATA and Banneker, but only established a fixed period of time in which Banneker had the exclusive right to negotiate a binding development agreement *(see* JDS §§

FOIA CONFIDENTIAL TREATMENT REQUESTED **WMATA-INV 013789**

1.6 and 1.7; and Term Sheet § 12). Banneker also agreed that the Term Sheet would terminate upon the expiration of such exclusive negotiation period *(see* JDS § 3.3(C)). It has so terminated. The Board has the sole authority to approve extensions of the Term Sheet and/or the terms of the binding development agreement *(see* JDS § 3.3(D), Term Sheet § 2, and WMATA's Joint Development Policies and Guidelines § 5.1).

Pursuant to the Term Sheet, Banneker and WMATA established an exclusive negotiation period of five months. The Term Sheet was initially executed by Banneker in July 2008; which meant that the parties had until December 2008 to submit a development agreement to the Board for approval. Almost immediately after being granted its exclusive negotiation period, Banneker significantly reduced its offer to WMATA. For example, Banneker's winning proposal offered an annual ground lease rent payment of $597,000 per year; soon after being selected, Banneker lowered its offer to less than $200,000 per year. The Board extended the negotiation period several times to provide the parties additional time to improve the business terms. In January 2010, the Board voted to extend the exclusive negotiation period through March 31, 2010. When the Board did not approve the extension of the exclusive negotiation period on March 25, 2010, the Term Sheet expired.

In Section IV of your letter, you state that Banneker has incurred significant additional costs as a result of the protracted contract negotiations. Please note that Banneker agreed at the onset that any costs incurred by Banneker

during this exclusive negotiation period are the sole liability of Banneker *(see* JDS § 1.9 and Term Sheet § 12).

Your letter overlooks critical details surrounding WMATA's dealings with Banneker. Firstly your letter provides a detailed description of WMATA's inquiry into the role of Warren Williams, Jr. and implies that the inquiry was, in some fashion, wrong. As Banneker acknowledged in its letter dated April 23, 2008, WMATA reserved the sole right to disqualify a selected developer if any member of the development team were found to have an unsatisfactory record of integrity and business ethics *(see* JDS § 5.2(F)). WMATA's inquiries were consistent with this right. As a publicly funded entity, WMATA has a duty to avoid entering into business relationships with persons that do not share WMATA's commitment to integrity. It is unquestioned that WMATA acted properly when it requested further information on certain members of Banneker's development team.

Your letter addresses affordable housing issues on this project, but fails to acknowledge all of the relevant facts. The JDS required proposals to be consistent with local land use policies *(see* JDS § 2.1). At the time of the Solicitation WMATA's Florida Avenue property was subject to the \\small area plan" adopted by the District of Columbia Council in June 2005, known as the \\Duke Plan." As Banneker acknowledged in several meetings with WMATA, the Duke Plan, in conjunction with the positions of local community groups and the District of Columbia zoning and permitting offices, effectively required a 20% to 30% affordable housing set aside for any residential project on WMATA's Florida Avenue property. Banneker's acknowledgement of this fact is further evidenced by Banneker's original proposals, which included an affordable housing component *(see* the letter from District of Columbia Housing Finance Agency to Banneker, attached hereto as Attachment C). The Duke Plan's affordable housing policy was extant long before any purported meeting between Mr. Karim and Mr. Graham on July 2, 2008.

When reviewing all of the proposals that responded to the JDS, WMATA placed a high priority on development experience. Development experience is a priority for all WMATA joint development sites, and this project required the sophisticated expertise to be able to build a · structure directly over WMATA's train tunnel. Such attention to development experience is evidenced in the JDS, which provided: (i) that the designation of a selected developer was in the nature of a personal services contract because of the importance of skills, experience, knowledge, and financing on this project;

and (ii) a change in the composition of the selected developer's development team required WMATA's written approval *(see* JDS § 5.1).

Throughout the duration of negotiations, WMATA had concerns about the stability of Banneker's development team. Because WMATA felt that Banneker was relatively inexperienced with this type of project, it decided that Banneker needed a strong development partner. It was the presence of Banneker's much more experienced partners, first Donatelli Development and then Metropolis Development Company, which satisfied WMATA when it initially approved Banneker's proposal. But, Banneker's development team experienced constant instability. Development partners Donatelli Development, District Development Group, Metropolis Development Company, and Banc of· America Community Development Corporation all dropped out of the project without warning or explanation. Consequently, WMATA understandably expressed concern with Banneker's development team.

Your letter states that, "[f]rom August 2009 through October 2009, WMATA proposed to change the Project from a lease agreement to a purchase agreement." This statement ignores crucial facts surrounding this event. WMATA made it clear from the very beginning that WMATA preferred a lease transaction over a sale *(see* JDS § 1.1). Banneker's winning proposal was for a lease transaction. But, three months after WMATA and Banneker executed the Term Sheet, Banneker Significantly changed its proposal. Banneker informed WMATA that it intended to purchase parcels adjacent to WMATA's property in order to construct a larger single building traversing both WMATA's property and the adjacent property. WMATA immediately informed Banneker that WMATA did not want to be the ground lease landlord of half of a building. Banneker assured WMATA that it would find a way to make this situation work for both parties. Over the next 10 months, WMATA repeatedly asked Banneker to resolve this problem and voiced its skepticism about this concept. Banneker never offered any solutions, but still insisted on combining WMATA's property with the adjacent property. Finally, in August 2009, Banneker proposed a co-tenancy agreement, which would govern the ownership of the building on the combined properties in the event that Banneker defaulted on its lease with WMATA. WMATA informed Banneker that the co-tenancy agreement was an untenable arrangement for WMATA. Seeing no other solution to Banneker's insistence on adding the adjacent parcels, in late August 2009, WMATA began to explore the option of selling its land to Banneker and to evaluate whether the co-tenancy arrangement could be appropriately modified. But, in October 2009, WMATA

decided to remove the sale option because of: (i) WMATA's long standing institutional preference for a lease; and (ii) concerns that the switch from lease to sale, after awarding the project would expose WMATA to bid protests. Your assertion that Mr. Graham advocated for the Florida Avenue project to be a lease transaction is consistent with the long standing policy of the Board to enter into leases rather than sales.

The incorporation of adjacent property into the project was required to be disclosed at the time of bidding under the JDS *(see* JDS §3.2(X)). By waiting until after it was designated as the selected developer to reveal its intention to assemble WMATNs property with adjacent parcels, Banneker caused significant problems for the negotiation.

Your letter also states that the Board removed consideration of the amended Term Sheet at the behest of Board member Jim Graham. It should be noted here that Mr. Graham, as chairman of WMATA's Planning, Development and Real Estate committee, actually recommended that the Board grant an extension of the Term Sheet. Board member Neil Albert then stepped in and moved to table the issue. The Board then voted unanimously to approve the motion to table.

In Section III, you have attempted to create the impression that improprieties occurred during your conversations with a WMATA Board member. Board members frequently discuss the progress of joint development negotiations with the parties involved. The nature of these discussions is dynamic and may include ways to strengthen the development team, but these discussions do not bind the WMATA Board of Directors. The allegations in your letter, standing alone, do not appear to constitute a violation of the Board's Standards of Conduct. However, if further consideration is deemed appropriate, it will be handled in accordance with the Board's Procedures. As you are aware, Mr. Graham has referred your letter to the Attorney General for the District of Columbia regarding the claims you have made concerning District of Columbia matters.

At all times, WMATA staff and the Board have acted in accordance with the JDS and the Term Sheet. Neither the Term Sheet nor any other document grants Banneker an entitlement to any interest in WMATA's Florida Avenue property. By entering into the Term Sheet, the parties agreed to a schedule for negotiating a binding development agreement, but there was never a guarantee that these negotiations would produce an agreement that would gain Board approval. That schedule was enlarged by a series of extensions,

from December 2008 to March 2010. The Board took firm action on March 25, 2010. The Board is not required, under the JDS, Term Sheet, or WMATA's internal procedures, to provide Banneker with further explanation or rationale for its action, but I believe this letter clearly outlines the problems that are inherent in Banneker's revised business proposal. I trust that this is responsive to your concerns.

Sincerely,

J Carol B. O'Keeffe

General Counsel

Attachments

cc: Chairman and Members of the Board, WIVIATA
Richard Sarles, General Manager

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

Jim Graham, Councilmember, Ward One, 1350 Pa. Ave., NW, #105, Washington, DC 20004. 202-724-8181; 202-724-8109 (fax).

Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8191. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

Website: **www.grahamwone.com**

From: Jim Graham
To: Zvenyach, Vladlen David (Council)
Subject: warren williams
Date: Monday, July 09, 2012 4:13:14 PM

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

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Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8191. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

***Website:* www.grahamwone.com**

From: Jim Graham
Sent: Thursday, February 09, 2012 2:22 PM
To: 'Theo Emery'
Subject: RE: Banneker letter/.pdf version

I also have lots of information on what a bad actor Warren C Williams et al was in regard to their prior government privilege…an alcohol license that was revoked due to extreme and repeated acts of violence, mayhem and murder.

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

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Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8191. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

***Website:* www.grahamwone.com**

From: Theo Emery [mailto:theo.emery@gmail.com]
Sent: Thursday, February 09, 2012 12:59 PM
To: Jim Graham
Subject: Re: Banneker letter/.pdf version

Dear Councilman Graham,
Thank you for sending that. I'll be back in touch if I have any further questions.
Best,
Theo

Sent from my iPhone

On Feb 9, 2012, at 12:37 PM, Jim Graham <Jim@grahamwone.com> wrote:

> Here is the Metro letter, 5-28-10, responding to the attorney's complaints about what allegedly happened two years previous.
>
> ***I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com***
>
> ***Jim Graham, Councilmember, Ward One, 1350 Pa. Ave., NW, #105, Washington, DC 20004. 202-724-8181; 202-724-8109 (fax).***
>
> ***Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8191. 1350 Pa. Ave., NW, #116, Washington, DC 20004.***
>
> ***Website: www.grahamwone.com***
>
> <Banneker letter 5-28-10.pdf>

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013795

From: Jim Graham
To: Zvenyach, Vladlen David (Council)
Subject: warren williams
Date: Monday, July 09, 2012 4:12:34 PM

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

Jim Graham, Councilmember, Ward One, 1350 Pa. Ave., NW, #105, Washington, DC 20004. 202-724-8181; 202-724-8109 (fax).

Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8191. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

***Website:* www.grahamwone.com**

From: Jim Graham
Sent: Saturday, February 04, 2012 7:43 PM
To: 'Fred Hiatt'
Subject: RE: The problem with Banneker was not Jim Graham

I don't recall anything specific like that being suggested.

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

Jim Graham, Councilmember, Ward One, 1350 Pa. Ave., NW, #105, Washington, DC 20004. 202-724-8181; 202-724-8109 (fax).

Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8191. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

***Website:* www.grahamwone.com**

From: Fred Hiatt [mailto:hiattf@washpost.com]
Sent: Saturday, February 04, 2012 3:31 PM
To: Jim Graham
Cc: Jo-Ann Armao; Colby King

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013796

Subject: Re: The problem with Banneker was not Jim Graham

Jim,

Thank you for your note.

We can never promise publication of a piece we haven't seen, but of course we would be happy to review a submission from you, and I would certainly like to get something in.

I do feel there are a number of unanswered questions. Here's one. You have said that when the lottery folks came to see you, you did not press them to have Banneker withdraw from the Metro contract. Shortly after the meeting, one of the participants thanked you and said he was looking forward to "discussing next steps" with you. You replied, "Thanks. Do you think they will do anything?" He replied, "Yes. Wheels are in motion. Everyone took your concerns seriously."

What were your concerns? What were you referring to when you asked, "Do you think they will do anything?"

Given all the information you have provided to us, this doesn't seem like a difficult question. Anything you can provide to make it clear would be appreciated, if not in the piece you submit then just in a response to us.

Best,
Fred

From: Jim Graham <Jim@grahamwone.com>
To: 'Fred Hiatt' <hiattf@washpost.com>, Colby King <kingc@washpost.com>, Jo-Ann Armao <armaoj@washpost.com>
Date: 02/04/2012 12:51 PM
Subject: The problem with Banneker was not Jim Graham

The problem with Banneker was not Jim Graham. The problem with Banneker was Banneker.
Today's editorial contained more innuendo and implication than it did facts, all in an effort to discredit me for the unsubstantiated, unfounded and flat out wrong supposition that I attempted to kill Banneker's deal in favor of another developer. These assertions were made without regard for the evidence.
Due to advice from Mayor Fenty and his people, I actually tried to overcome my reservations. All my votes were either in favor with a single abstention until the final tabling motion was made by City Administrator and Mayor's representative Neil Albert.
From the start, I had major concerns about the ability of Banneker to do the work. I did express those concerns. And I was reinforced in those concerns. For example, the Post editorial gave little emphasis or detail to the following major problems:
--an inflated land offer which was the main reason they initially got the award (withdrawn and reduced after the award) ,
--no comparable experience with a project of this size, initially compensated for by the participation of Metropolis builders but they soon quit the project.
--repeated extensions of time over a two year period all at the request of Banneker in a struggle to try to make a

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013797

deal work. All told, three years were lost on this project as a direct result.
--changes by Banneker to the original terms of contract, giving rise to the prospect of bid protests by those who lost on terms more favorable to Metro
--ongoing concerns by WMATA about the stability of Banneker's development team.
Keep in mind, the Banneker who later would be front and center in the contracting scandals of the Fenty Administration was the same Banneker that was before Metro.
But why believe me?
Instead consider the points made by the Metro General Council who on May 28, 2010 responded to the major issues in attorney Bolden's letter. I have decided to share the General Counsel's letter which follows (also attached). I had hoped a limited paraphrase would suffice, but apparently not. I believe the editorial needs to be revised in light of the facts of the Metro letter.
I am now requesting appropriate space on your Editorial Pages to respond to five editorial/op ed comments in a little over a week.
Please advise.
Councilmember Jim Graham

Dear Mr. Bolden:

Your letter dated April 27, 2010 to Mr. Sarles and Mr. Benjamin has been referred to ' me for response. The procedural posture of the Jazz at Florida Avenue Project is as follows: The Board of Directors ("Board/') of the Washington Metropolitan Area Transit Authority ("WMATA") unanimously voted, on March 25, 2010, to table any action on the proposed amendment of the term sheet ("Term Sheet'/, attached hereto as Attachment A) executed by WMATA and Banneker Ventures, LLC ("Banneker") following Board member Graham's motion to extend the time within which to finalize a joint development agreement. The Board follows Robert's Rules of Order. Accordingly, the matter can now be taken from the table only by majority vote of the Board in accordance with the voting provisions of the WMATA Compact (Section 8). Pursuant to the terms of the Term Sheet, the exclusive negotiation period between WMATA and Banneker expired on March 31, 2010.
You have presented a number of points in your letter; although I will not respond point by point, the following discussion is intended to meet the substantive issues of concern. Let me begin by saying that WMATA staff worked diligently with Banneker representatives in attempting to achieve agreement on the revised business terms proposed by your client, which differed significantly from those originally proposed. We recognized that those revisions were driven by the changed economic circumstances. Nevertheless, the changes occurred in the context of a public solicitation for proposals for the Florida Avenue site and the differing terms presented challenges that simply could not be overcome, despite our best efforts and the efforts of your client. We appreciate your client's interest in the site and regret that the faltering real estate market made it difficult for your client to adhere to the original terms which prompted the Board's initial selection of Banneker as the developer for the site. Having said that, it is important for you to understand that the Board has plenary authority to approve the terms of a joint development agreement and that approval simply was not achieved. I know of no plans to remove the matter from the table.

By submitting a proposal in response to the . Florida Avenue Joint Development Solicitation

FOIA CONFIDENTIAL TREATMENT REQUESTED

("JDS" or "Solicitation", attached hereto as Attachment B), Banneker agreed to and accepted all of the terms of the JDS *(see* JDS, § 1.5). Thus, Banneker agreed that the Term Sheet was not a binding agreement between WMATA and Banneker, but only established a fixed period of time in which Banneker had the exclusive right to negotiate a binding development agreement *(see* JDS §§ 1.6 and 1.7; and Term Sheet § 12). Banneker also agreed that the Term Sheet would terminate upon the expiration of such exclusive negotiation period *(see* JDS § 3.3(C)). It has so terminated. The Board has the sole authority to approve extensions of the Term Sheet and/or the terms of the binding development agreement *(see* JDS § 3.3(D), Term Sheet § 2, and WMATA's Joint Development Policies and Guidelines § 5.1).

Pursuant to the Term Sheet, Banneker and WMATA established an exclusive negotiation period of five months. The Term Sheet was initially executed by Banneker in July 2008; which meant that the parties had until December 2008 to submit a development agreement to the Board for approval. Almost immediately after being granted its exclusive negotiation period, Banneker significantly reduced its offer to WMATA. For example, Banneker's winning proposal offered an annual ground lease rent payment of $597,000 per year; soon after being selected, Banneker lowered its offer to less than $200,000 per year. The Board extended the negotiation period several times to provide the parties additional time to improve the business terms. In January 2010, the Board voted to extend the exclusive negotiation period through March 31, 2010. When the Board did not approve the extension of the exclusive negotiation period on March 25, 2010, the Term Sheet expired.

In Section IV of your letter, you state that Banneker has incurred significant additional costs as a result of the protracted contract negotiations. Please note that Banneker agreed at the onset that any costs incurred by Banneker

during this exclusive negotiation period are the sole liability of Banneker *(see* JDS § 1.9 and Term Sheet § 12).

Your letter overlooks critical details surrounding WMATA's dealings with Banneker. Firstly your letter provides a detailed description of WMATA's inquiry into the role of Warren Williams, Jr. and implies that the inquiry was, in some fashion, wrong. As Banneker acknowledged in its letter dated April 23, 2008, WMATA reserved the sole right to disqualify a selected developer if any member of the development team were found to have an unsatisfactory record of integrity and business ethics *(see* JDS § 5.2(F)). WMATA's inquiries were consistent with this right. As a publicly funded entity, WMATA has a duty to avoid entering into business relationships with persons that do not share WMATA's commitment to integrity. It is unquestioned that WMATA acted properly when it requested further information on certain members of Banneker's development team.

Your letter addresses affordable housing issues on this project, but fails to acknowledge all of the relevant facts. The JDS required proposals to be consistent with local land use policies *(see* JDS § 2.1). At the time of the Solicitation WMATA's Florida Avenue property was subject to the \\small area plan" adopted by the District of Columbia Council in June 2005, known as the \\Duke Plan." As Banneker acknowledged in several meetings with WMATA, the Duke Plan, in conjunction with the positions of local community groups and the District of Columbia zoning and permitting offices, effectively required a 20% to 30% affordable housing set aside for any residential project on WMATA's Florida Avenue property. Banneker's acknowledgement of this fact is further evidenced by Banneker's original

proposals, which included an affordable housing component *(see* the letter from District of Columbia Housing Finance Agency to Banneker, attached hereto as Attachment C). The Duke Plan's affordable housing policy was extant long before any purported meeting between Mr. Karim and Mr. Graham on July 2, 2008.

When reviewing all of the proposals that responded to the JDS, WMATA placed a high priority on development experience. Development experience is a priority for all WMATA joint development sites, and this project required the sophisticated expertise to be able to build a · structure directly over WMATA's train tunnel. Such attention to development experience is evidenced in the JDS, which provided: (i) that the designation of a selected developer was in the nature of a personal services contract because of the importance of skills, experience, knowledge, and financing on this project;

and (ii) a change in the composition of the selected developer's development team required WMATA's written approval *(see* JDS § 5.1).

Throughout the duration of negotiations, WMATA had concerns about the stability of Banneker's development team. Because WMATA felt that Banneker was relatively inexperienced with this type of project, it decided that Banneker needed a strong development partner. It was the presence of Banneker's much more experienced partners, first Donatelli Development and then Metropolis Development Company, which satisfied WMATA when it initially approved Banneker's proposal. But, Banneker's development team experienced constant instability. Development partners Donatelli Development, District Development Group, Metropolis Development Company, and Banc of· America Community Development Corporation all dropped out of the project without warning or explanation. Consequently, WMATA understandably expressed concern with Banneker's development team.

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Sincerely,

J Carol B. O'Keeffe

General Counsel

Attachments

cc: Chairman and Members of the Board, WIVIATA Richard Sarles, General Manager

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Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8191. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

***Website:* www.grahamwone.com**

[attachment "Banneker letter 5-28-10.pdf" deleted by Fred Hiatt/news/TWP]

From: Debose, Brian (Council)
To: Graham, Jim (COUNCIL)
Subject: FW: Interview Request - Hilltop Newspaper
Date: Tuesday, March 23, 2010 3:55:27 PM

Council Member Do you have some time to accommodate Miss Hairston?

-----Original Message-----
From: thairston16@yahoo.com [mailto:thairston16@yahoo.com]
Sent: Monday, March 22, 2010 5:39 PM
To: Debose, Brian (Council)
Subject: Interview Request - Hilltop Newspaper

------Original Message------
To: bebose@dccouncil.us
Subject: Interview Request - Hilltop Newspaper
Sent: Mar 22, 2010 5:30 PM

Good Afternoon,

My name is Tahirah Hairston and I am a reporter for The Hilltop Newspaper, Howard University's daily student newspaper. I would like to request an interview with Jim Graham to discuss the an article I am writing about the land Omar Karim, founder of Banneker Ventures, is awaiting approval for building. I would like to interview him as soon as possible - tomorrow would be great. This can be either in-person or over the phone, which ever is best. The best way to contact me would be thairston16@yahoo.com or 248.705.4427.

Thanks,
Tahirah Hairston

Sent via BlackBerry by AT&T

FOIA CONFIDENTIAL TREATMENT REQUESTED

From:	Overman, Aaron (DDOT)
To:	Klein, Gabe (DDOT); Albert, Neil (DMPED); Graham, Jim (COUNCIL); jim@grahamwone.com; Anthony R. Giancola ; Logan, Myra (COUNCIL); Kass, Jonathon (COUNCIL); Fuller, Yohance (OAH); Brown, Michael (Council); Boardman-Schroyer, Kilin (Council)
Cc:	Fuller, Freddie (DDOT); Torruellas, Circe (DDOT); Hughey, Tomika (DDOT); Strauss, Steve (DDOT); Pickering, William (DDOT); Rhones, Aaron (DDOT); Treat, Leah (DDOT); Rupert, Lezlie (DDOT)
Subject:	WMATA Board Briefing 09.24.09
Date:	Tuesday, September 22, 2009 1:09:20 PM
Attachments:	Board Briefing 09.24.09.doc

WMATA Board Members and Director Klein:

Please find attached a report providing an overview of the WMATA Board of Directors Meetings for Thursday, September 24, 2009 at 9:00 a.m. This report provides agenda items that significantly impact the District of Columbia. It includes an overview of the agenda item and potential impacts it may have on the District.

Feel free to contact me at 202-673-1736 if you have any questions or comments.

Thanks,

Aaron W. Overman, PE | Deputy Associate Director | Mass Transit Administration I District Department of Transportation | desk (202) 673-1736 | fax (202) 673-1734 | cell (202) 210-2289

Serving with Integrity and Excellence

d.

FOIA CONFIDENTIAL TREATMENT REQUESTED

From: Jim Graham
To: Zvenyach, Vladlen David (Council)
Subject: warren williams
Date: Monday, July 09, 2012 4:25:21 PM

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

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Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8191. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

Website: www.grahamwone.com

-----Original Message-----
From: Jim Graham
Sent: Tuesday, June 05, 2012 7:23 AM
To: 'Buwa Binitie'
Cc: Jeffrey M. Anderson
Subject: RE: metro contract investigation

Thanks

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

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Website: www.grahamwone.com

-----Original Message-----
From: Buwa Binitie [mailto:buwa@dantespartners.com]
Sent: Friday, June 01, 2012 5:13 PM
To: Jim Graham
Subject: Re: metro contract investigation

Sorry for not responding sooner. To answer your question I don't know the guy or what he is talking about.

-----Original Message-----
From: Jim Graham
Sent: Tuesday, May 22, 2012 9:22 PM
To: Buwa Binitie
Subject: FW: metro contract investigation

Do u this guy, what do you make of this?

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013805

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

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Website: www.grahamwone.com

-----Original Message-----
From: Jeffrey M. Anderson [mailto:jmanderson@washingtontimes.com]
Sent: Tuesday, May 22, 2012 6:54 PM
To: Jim Graham
Subject: metro contract investigation

1) warren williams says you had buwa binitie call him as he was headed into a metro meeting after banneker was on the shortlist for the florida ave. project. he says binitie strongly discouraged the group from going through with their bid. confirm, comment, deny?

3) what conversations if any did you have with binitie and doggett with regard to the banneker bid on the metro project?

9) how many buwa binitie projects are there in your ward?

if you could reply by thursday i'd appreciate it.

thanks,

jeff

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From: Jim Graham
To: Zvenyach, Vladlen David (Council)
Subject: warren williams
Date: Monday, July 09, 2012 4:10:50 PM

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

Jim Graham, Councilmember, Ward One, 1350 Pa. Ave., NW, #105, Washington, DC 20004. 202-724-8181; 202-724-8109 (fax).

Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8191. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

***Website:* www.grahamwone.com**

From: Jim Graham
Sent: Thursday, February 02, 2012 6:58 PM
To: Jim Graham
Subject: draft

As you know, I am somewhat limited in what I can say. Yesterday, the Council's Genral Counsel again stated—

Councilmember,
I write to follow up to our earlier conversation. As you know, the matter regarding your deposition is pending before the United States District Court for the District of Columbia. Until that matter is resolved, I would avoid public communications about the process regarding the Council's consideration of the contract.
Regards, V. David Zvenyach

There are matters on the pubcl record, howver, and recollections that I have that permit me to provide this comment, especially as it relates to question involving the Banneker proposal at WMATA.

This recital of facts estvbalihes that there were many serious, ongoing problems with the Banneker proposal, starting shortly after they were awarded a term sheet. A lot of it would be bait and switch problems, as Banneker tried to first compensate for a high value offer for the land, and then calling for a susbtnatial reduction in order to have the deal work. Many efforts by various people went in to trying to salvage this deal.

But my problem with the Banneker proposal was entiley on the merits and ualifiecations of the bidder as elucidated below. Simply put, Banneker lacked the major construcito expeirnce needed for this work.

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Believe me, at veeyr turn, I was remoinded of the political influence of Banneker and its allies nad friends. As the Washington Business Jounral put it on April 12, 2010, "Political and media observers have said the Banneker award may have had more to do with Mayor Fenty's rekationship with founder Omar Karim…than they do with the cmpany's qualifications."

But I took my Metro Board responsibilities seriously. I feared that Banneker's problems woulkd result in delays and problems with the development. (I was right, by the way, it cost the project about three years!)

I was reassured by the presence of seasoned construction copanyies in the deal. In June 2008, with my vote case in favor, the Metro Board approved a Term Sheet for the Florida Avenue project. Banneker understood that the Term Sheet by its terms was not a binding agreement between WMATA and Banneker, but only established a fixed period of time in which Banneker had the exclusive right to negotiate a binding development agreement. Subsequently, Banneker and WMATA established an exclusive negotiation period of five months to expire in December 2008.

Almost immediately after being granted the exclusive negotiation period, Banneker significantly reduced its offer to WMATA. For example, Banneker's winning proposal offered an annual ground lease rent payment of $597,000 per year--soon after being selected, Banneker lowered its offer to less than $200,000 per year. Later in 2010, after numerous extensions, Banneker would reduce its initial $14 million offer for the land down to $2.5 million.

Indeed, the Board extended the negotiation period several times to provide the parties additional time to improve the business terms. In January 2010, the Board voted to extend the exclusive negotiation period through March 31, 2010. When the Board did not approve the extension of the exclusive negotiation period on March 25, 2010, the Term Sheet expired.

I was also concened about Warren C. Williams, one of the principals of Banneker Ventures LLC who would, according to the proposal, "oversee all land acquisitions" for the LLC. As the Washington Post reported on April 10, 2008: "Warren C Williams, a real estate developer, [was]recenltyk ciriticized by tenants for allowing his property to deteriorate. Williams denied tenants' allegations that he was attempting to force them out so he could convert their apartments into condominiums. He and his father also owned Club U, which the District closed in 2005 after a patron was fatally stabbed there." The article also states that $100,000 in back rent on the Reeves Center space was not paid until 2007.

WMATA had every right to inquire into the background of the members of the development team. In the joint development agreement, WMATA reserved the sole right to disqualify a selected developer if any member of the development team were found to have an unsatisfactory record of integrity and business ethics As a publicly funded entity, WMATA has a duty to avoid entering into business relationships with persons that do not share WMATA's commitment to integrity. It is unquestioned that WMATA acted properly when it requested further information on certain members of Banneker's development team.

Mr. Bolden raised affordable housing issues on this project, but fails to acknowledge all of the relevant facts. The Joint Development policy requires proposals to be consistent with local land use policies. At the time of the Solicitation, WMATA's Florida Avenue property

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was subject to the "small area plan" adopted by the DC Council in June 2005, known as the "Duke Plan", which requires a 20% to 30% affordable housing set aside. Indeed, Banneker's original proposals included an affordable housing component. The Duke Plan's affordable housing policy was in place long before any purported meeting between Mr. Karim and myself.

Development and construction experience really matters in this decision, and it has a high priority for all WMATA joint development sites. The priority in this site was further underscored by the skills that would be required to build a structure directly over WMATA's train tunnel.

From the very beginning of the consideration of Banneker, WMATA—and myself-- had serious concerns about the stability of Banneker's development team. Because it was felt that Banneker was relatively inexperienced with this type of project, it was decided that Banneker needed a strong development partner. It was reassuring to me, and other Metro Board members, that Banneker's had much more experienced partners, first Donatelli Development and then Metropolis Development Company

But, Banneker's development team experienced constant instability.

Development partners Donatelli Development, District Development Group, Metropolis Development Company, and Banc of America Community Development Corporation all dropped out of the project without warning or explanation. Throughout, concern was expressed with Banneker's development team.

WMATA made it clear from the very beginning that WMATA preferred a lease transaction over a sale. Banneker's winning proposal was for a lease transaction. But, it was Banneker which took action calling the lease into question. Three months after WMATA and Banneker reached agreement on the terms, Banneker significantly changed its proposal. Banneker informed WMATA that it intended to purchase parcels adjacent to WMATA's property in order to construct a larger single building traversing both WMATA's property and the adjacent property. WMATA immediately informed Banneker that WMATA did not want to be the ground lease landlord of half of a building. Banneker assured WMATA that it would find a way to make this situation work for both parties. Over the next 10 months, WMATA repeatedly asked Banneker to resolve this problem and voiced its skepticism about this concept. Banneker never offered any solutions, but still insisted on combining WMATA's property with the adjacent property. Finally, in August 2009, Banneker proposed a co-tenancy agreement. WMATA rejected that approach. In October 2009, WMATA removed the sale option because WMATA had a long standing policy preference for a lease, and out of concerns that the switch from lease to sale would open up bid protests. The statement that I advocated for the Florida Avenue project to be a lease transaction would be an advocacy consistent with the long standing policy of the Board.

There are various and numerous factual errors in the Bolden letter. For example, in March 2010, I actually recommended that the Board grant an extension of the Term Sheet. It was Board member Neil Albert—Banneker's chief advocate for the project from the beginning-- who moved to table the issue which was unanimously approved by the Board.

As to any improprieties that Mr. Bolden suggested, those allegations were reviewed by the Board's ethics officer and found not to constitute a violation of the Board's Standards of Conduct.

I did refer the Bolden letter to the Attorney General for the District of Columbia regarding the claims you have made concerning District of Columbia matters.

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

Jim Graham, Councilmember, Ward One, 1350 Pa. Ave., NW, #105, Washington, DC 20004. 202-724-8181; 202-724-8109 (fax).

Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8191. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

Website: **www.grahamwone.com**

From: Jim Graham
To: Zvenyach, Vladlen David (Council)
Subject: lakritz
Date: Friday, July 06, 2012 5:09:25 PM

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

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***Website:* www.grahamwone.com**

From: Jim Graham
Sent: Saturday, February 04, 2012 11:31 AM
To: Colby King
Subject: RE: Did Jim Graham try to undermine a Metro project?

I will have something to you shortly.

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

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Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8191. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

***Website:* www.grahamwone.com**

From: Colby King [mailto:kingc@washpost.com]
Sent: Saturday, February 04, 2012 10:48 AM
To: Jim Graham
Subject: Fw: Did Jim Graham try to undermine a Metro project?

Jim: Any comment?

Colbert I. King
Columnist
The Washington Post

----- Forwarded by Colby King/visitors/news/TWP on 02/04/2012 10:47 AM -----

From: whj@melanet.com
To: "Columbia Heights" <columbia_heights@yahoogroups.com>, "South Columbia Heights" <southcolumbiaheights@yahoogroups.com>, "ward one" <wardonedc@yahoogroups.com>, "AdamsMorgan@yahoogroups.com" <AdamsMorgan@yahoogroups.com>
Date: 02/04/2012 08:36 AM
Subject: Did Jim Graham try to undermine a Metro project?

Today's Post editorial on the actions of CM Graham should be seen as a peak into how the Council Member's pay-to-play political machine works, not as an isolated incident around a single Metro parcel. Whether it's building a park, a multi-million dollar city sponsored development project, closing schools or getting an ABC License the pay-to-play game is the same. Also related to this same lottery contact was the clever use of the legislative/budget process to enable internet gaming, to follow the quid pro quo of the Graham machine requires following closely a similar use of the budget process and emergency legislation to reward public resources to crony developers such as Lakritz Adler. During this same period, LaKritz Adler was recieving via the use of emergency legislation $2.0M in TIF financing to build a CVS on Georgia Ave. A project under normal circumstances which would have never qualified for a city sponsored TIF. Was this TIF a consolation prize in the struggle of a Graham backed team and a Fenty Admin backed team over this Metro prize? For the sake of a political education let's hope the Post keeps peeling back the onion.

Did Jim Graham try to undermine a Metro project?

OFFICIALS AT Banneker Ventures were thrilled when they learned in February 2008 that their company had won a competition to develop Metro-owned property on Florida Avenue NW. The general construction and contract management firm had beaten rival companies in an open procurement process for the retail and residential project. But when the proposal came before Metro on April 24, Jim Graham (D), the District's representative on the transit agency's board and a D.C. Council member whose Ward 1 would be home to the development, successfully moved to postpone action. Mr. Graham's action warrants scrutiny.

Not long after that, he allegedly tried to pressure Banneker out of the Metro deal by linking it to his support for a separate bid by one of Banneker's principals for the District's lucrative lottery contract. What was Mr. Graham up to? On whose behalf was he advocating? And why was it that in both cases — the operation of D.C.'s lottery and the development of Metro land — the winning bidders ended up not doing the public's business?

http://www.washingtonpost.com/opinions/did-jim-graham-try-to-undermine-a-metro-project/2012/02/02/gIQAGIe0nQ_story.html

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013812

From: Jim Graham
To: Zvenyach, Vladlen David (Council)
Subject: lakritz
Date: Friday, July 06, 2012 5:08:17 PM

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

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Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8191. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

Website: www.grahamwone.com

-----Original Message-----
From: Jim Graham
Sent: Friday, June 08, 2012 9:15 AM
To: jmanderson@washingtontimes.com
Subject: RE: metro contract investigation

Here are the ten wide-ranging questions you wrote me. I sent you Buwa's denial and reply.

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

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Website: www.grahamwone.com

-----Original Message-----
From: Jeffrey M. Anderson [mailto:jmanderson@washingtontimes.com]
Sent: Tuesday, May 22, 2012 6:54 PM
To: Jim Graham
Subject: metro contract investigation

good talking with you yesterday. here's what i have for the metro story we briefly discussed:

1) warren williams says you had buwa binitie call him as he was headed into a metro meeting after banneker was on the shortlist for the florida ave. project. he says binitie strongly discouraged the group from going through with their bid. confirm, comment, deny?

2) after the award, williams says roslyn doggett began calling him about being under pressure from you to look unfavorably on banneker and williams because of the reeves center, skinner and other grievances. confirm, comment, deny?

3) what conversations if any did you have with binitie and doggett with regard to the banneker bid on the metro project?

4) did you tell omar karim that banneker should partner with lakritz adler? did you table votes on the matter after the award and then also threaten to place a 20 percent affordable housing component on the deal despite the RFP calling for market rate housing?

5) what conversations if any did you have with karim about these issues?

6) what conversations if any did you have with chris donatelli about this project?

7) which firm or firms did you prefer to see in control of this project?

8) did you suggest to or tell karim and/or williams that they'd do better to include any of the companies that you favored in the deal, either before or after they won the award?

9) how many buwa binitie projects are there in your ward?

10) how many chris donatelli or lakritz adler projects are there in your ward?

if you could reply by thursday i'd appreciate it.

thanks,

jeff

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From: Jim Graham
To: Zvenyach, Vladlen David (Council)
Subject: banneker and florida
Date: Friday, July 13, 2012 1:02:25 PM

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

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***Website:* www.grahamwone.com**

From: Jim Graham
Sent: Tuesday, February 21, 2012 12:24 PM
To: 'Scott Butterworth'
Subject: RE: Initial edit

Cool, thanks, I am glad I asked

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

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***Website:* www.grahamwone.com**

From: Scott Butterworth [mailto:butterworth@washpost.com]
Sent: Tuesday, February 21, 2012 12:15 PM
To: Jim Graham
Subject: RE: Initial edit

Hold off on going further. To avoid starting over from scratch, I had incorporated what you sent into a file I had already created and partially edited. But since I've missed things, I will need to start over.

I'll resend when I'm done with that.

From: Jim Graham <Jim@grahamwone.com>
To: Scott Butterworth <butterworth@washpost.com>
Date: 02/21/2012 11:58 AM
Subject: RE: Initial edit

This is different than what I submitted, in various edits including my suggestion that—" all concerning my role in 2008 in a Metro development project and the D.C. Lottery contract" --replace—"all concerning my role in 2008 in a Metro development project on Florida Avenue NW and in the awarding of the D.C. Lottery contract" --in first paragraph.

No big deal here, but I just want to be sure we are using the same version.

Please advise before I go further.

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

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Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8191. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

***Website:* www.grahamwone.com**

From: Scott Butterworth [mailto:butterworth@washpost.com]
Sent: Tuesday, February 21, 2012 11:36 AM
To: Jim Graham
Subject: Initial edit

Hello, Councilman Graham,

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013816

Thanks for addressing my questions. I know there were a bunch of them.

Here's the first edit to the piece, based off the revision you sent yesterday. I'm happy to explain any of the changes, if you like.

One additional question, and a thought:

-- Do you want to refer by name to Club U? You've provided enough details that your inference will probably ring bells for a few readers, but a name might help jog the memory of more readers.

-- I'm not sure the "Now, who is left? Ah, yes, the D.C. attorney general ..." sentences are working. It might work better just to go straight from "found in The Post's editorials" to "In May 2010, out of an abundance ..." sentences.

Please let me know any thoughts or questions.

Best,
Scott

by Jim Graham

A web of sullying intrigue and aspersion can be spun by selectively choosing some facts while ignoring others. Such is the case with six editorials published by The Washington Post in a recent three-week period , all concerning my role in 2008 in a Metro development project on Florida Avenue NW and in the awarding of the D.C. Lottery contract.

"More questions for Mr. Graham," the most recent editorial headline calls out. Actually, this is not quite true - it is the very same question, somewhat repackaged, that has been asked over some 5,600 words in the six editorials. It is also mind-boggling: The Post, which has spent the past year calling for ethics reform in District government, is now criticizing me for requesting an ethics inquiry when I had a compelling reason to do so.

Why all this attention? The Post itself seemed puzzled in its Feb. 12 editorial, spending hundreds of words trying to explain why it was so cross with someone whom it had endorsed in every election. But that did give The Post a chance to regurgitate yet again the sparse facts at its command.

Much of what was written would have been red-lined out of a news story, never seeing the light of day. But editorial is opinion, and pretty much anything goes.

The Post builds much of its case on speculation regarding a four-year-old conversation I had with a group bidding to become the local and majority partner in the D.C. lottery contract. While I cannot recall every detail of the meeting, I remember repeatedly challenging the qualifications of the bidders and the irresponsible actions of one of the group's principals with a prior D.C. government lease and alcohol license at the Reeves Municipal Center. I have a big, fat file on all of that.

Members of this group were also involved with Banneker Ventures, an engineering/contracting firm that, in 2009, would be at the center of serious allegations of political cronyism, lack of qualifications and overbilling. Indeed, Banneker executives were compelled to testify before the D.C. Council on what they did and didn't do with millions in city contracts. The council's special counsel, Robert Trout, concluded his examination of the matter by recommending in a generally favorable report that the U.S. attorney conduct "further investigation" into Banneker officials regarding these contracts.

For some reason, The Post sees an injustice perpetrated against those bidding for the lottery, as well as against Banneker and its principals. I do not agree. Let's get some clarity on the facts.

First and foremost, there is zero allegation of any crime - not even by The Post - because none was committed. As well, there is no suggestion of any financial gain by me.

The Post brushes aside with little or no mention these facts:

[BULLET] No evidence of wrongdoing by Graham, the D.C. inspector general concluded last month in a lengthy review of my involvement with the lottery contract process.

[BULLET] No evidence of wrongdoing by Graham, the Metro general counsel concluded in a five-page letter dated May 28, 2010, after a careful review of the major points raised by attorney A. Scott Bolden concerning the lottery and Florida Avenue projects. Metro found that the problem with the Banneker Ventures bid was not Jim Graham. The problem with Banneker was Banneker. The contractor missed deadlines, slashed its inflated, initial offer for the land, and failed to demonstrate the capacity to do the work.

[BULLET] Just a few days ago, the current Metro board chair made clear that the unanimous board decision in 2010 to end Banneker's role in the project was "based upon a dramatic change in the developer's proposed price and other factors adverse to WMATA's business interest." In addition, she wrote, the decision was not based on "the views of Mr. Graham or any individual board member."

Similarly, the group bidding for the lottery contract lost out not because of me, but because - as one person close to the deal put it - "Forces don't want you guys in the lead decision making role."

None of this will be found in The Post's editorials.

Now, who is left?

Ah, yes, the D.C. attorney general. In May 2010, out of an abundance of caution, I did the ethical thing and asked the attorney general, Peter J. Nickles, to review these matters. He apparently took no action.

For sure, Banneker Ventures and its principals were not happy to lose out on the Metro project. It probably cost them and their lawyer, Bolden, millions. He started complaining back in 2008 to the office of the city's chief financial officer. At that time the CFO staff advised him to go to the D.C. inspector general. But Bolden curiously took no action in 2008 or 2009, instead waiting until the Metro project had been lost. Then in 2010, he wrote the

bitter letter that is the cold soup The Post has been warming up over the past month.

But what about other major issues? For example, why did the CFO in early 2011 approve - by "making no objection" - the addition of Emmanuel Bailey as the replacement for the majority-ownership role for the D.C. Lottery contract? Who told the CFO to let that go? Why was Bailey - a Maryland resident with no experience and no qualifications in gaming, and with a start-up company housed in a spare room of his mother's Southeast rowhouse, given 51 percent of the lottery? Why wasn't this selection resubmitted to the D.C. Council, since Bailey was not in the lottery contract as approved?

Bolden's clients also have questions to answer. The Washington Times reported last August on e-mails to one client from Bailey - who appears to have come out of nowhere - that offered a strategy involving then-Mayor Adrian Fenty, months before Bailey was selected for the majority-ownership role. How did the men know each other? And was a financial consideration paid to Bolden's clients after they were dropped from the lottery deal?

These issues are closer to the heart of the matter, yet The Post would rather carpet-bomb the underbrush.

Let's have a full investigation of all the major issues in this contract award. Then the Post can write a seventh editorial exonerating me.

The writer, a Democrat, represents Ward 1 on the D.C. Council.

From: Jim Graham <Jim@grahamwone.com>
To: Scott Butterworth <butterworth@washpost.com>
Date: 02/20/2012 03:20 PM
Subject: Revised version

Scott, please use this version. Let me know. Bests Jim

A web of sullying intrigue and aspersion can be spun by selectively choosing some facts while ignoring others. Such is the case with six editorials published recently over a three week period by The Washington Post, all concerning my role in 2008 in a Metro development project and the D.C. Lottery contract.

"More Questions for Mr. Graham," the most recent editorial headline calls out. Actually, this is not quite true - it is the very same question, somewhat repackaged, that has been asked in some 5,600 words in the six editorials. It is also mind-boggling: The Post, which has spent the past year calling for ethics reform in District government, is now criticizing me for

FOIA CONFIDENTIAL TREATMENT REQUESTED **WMATA-INV 013819**

requesting an ethics inquiry when I had a compelling reason to do so.

Why all this attention? The Post itself seemed puzzled in its Feb. 12 editorial, spending hundreds of words trying to explain why it was so cross with someone whom it had endorsed in every election. But that did give The Post a chance to regurgitate yet again the sparse facts at its command.

Much of what was written would have been red-lined out of a news story, never seeing the light of day. But editorial is opinion, and pretty much anything goes.

The Post builds much of its case on speculation regarding a four-year-old conversation I had with a group bidding to become the local and majority partner in the D.C. lottery contract. The same persons [[NO, HIS WIFE, FATHER AND OTHERS WERE INVOLVED--CQ PERSONS? IS WARREN WILLIAMS NOT THE ONLY PERSON BOTH INVOLVED WITH W2I AND BANNEKER?] were also involved with Banneker Ventures, an engineering/contracting firm whose lawyer, A. Scott Bolden, later cried foul PERHAPS IN AN effort to win a settlement from the city. Bolden was not at the meeting. While I cannot recall every detail of the meeting, I remember repeatedly challenging the qualifications of THE BIDDERS and the irresponsible actions of one of its principals with a prior D.C. government LEASE AND ALCOHOL LICENSE AT THE REEVES CENTER. I have a big fat file on all of that.

For some reason, The Post sees an injustice perpetrated against THESE BIDDERS, ESPECIALLY Banneker and its principals. I do not agree. Banneker, as you may recall, was at the center of serious allegations of political cronyism, lack of qualifications and overbilling. Indeed, Banneker executives were compelled to testify before the D.C. Council on what they did and didn't do with millionS IN DC contracts. IN A GENERALLY FAVAORABLE REPORT, THE COUNCIL'S OWN SPECIAL COUNSEL, ROBERT TROUT, CONCLUDED HIS INVESTIGATION BY RECOMMENDING THAT THE UNITED STATES ATTORNEY COONDUCT "FURTHER INVESTIAGTION" BETWEEN BANNEKER PRINCIPALS ON THESE DC CONTRACTS. Yet none of the editorials mention any of this, despite the saga having been covered extensively in the news pages of The Post.

Let's get some clarity on the facts.

First and foremost, there is zero allegation of any crime - not even by The Post - because none was committed. As well, there is no suggestion of any financial gain by me.

The Post brushes aside with little or no mention these facts:

[BULLET] No evidence of wrongdoing by Graham, the D.C. inspector general concluded last month in a lengthy review of my involvement with the lottery contract process.

[BULLET] No evidence of wrongdoing by Graham, the Metro general counsel concluded in a five-page letter dated May 28, 2010, after a careful review of the major POINTS raised by attorney A. Scott Bolden concerning the LOTTERY AND Florida Avenue projectS. Metro found that the problem with the Banneker Ventures bid was not Jim Graham. The problem with Banneker was Banneker. The contractor missed deadlines, slashed its inflated, initial offer for the land, and failed to demonstrate the capacity to do the work.

[BULLET] Just a few days ago, the current Metro board chair made clear that the unanimous board decision in 2010 to end Banneker's role in the project was "based upon a dramatic change in the developer's proposed price and other factors adverse to WMATA's business interest." In addition, she wrote, the decision was not based on "the views of Mr. Graham or any individual board member."

Indeed, theY lost out on the lottery not because of me, but because - as one person close to the deal put it - "Forces don't want you guys in the lead decision making role." [[EMAIL OBTAINED AND QUOTED BY THE WASHINGTON TIMES, 8/3/11---SOURCE FOR THIS QUOTATION?]]

None of this will be found in The Post's editorials.

Now, who is left?

Ah, yes, the D.C. Attorney General. In May 2010, out of an abundance of caution, I DID THE ETHICAL THING AND asked the attorney general, Peter J. Nickles, to review these matters. He APPARENTLY took no action.

For sure, Banneker Ventures and its principals were not happy to lose out on the Metro project. It probably cost them and their lawyer millions. Bolden started complaining back in 2008 TO CFO STAFF, and at that time the CFO staff [[SINCE WE HAVE NOT YET INTRODUCED MR. GANDHI, SHALL WE EXPLAIN THE ROLE OF HIS OFFICE IN THESE MATTERS?]] advised him to go to the DC inspector general. But Bolden CURIOUSLY took no action in 2008 or 2009, instead waiting two years until the Metro project had been lost. Then in 2010, he wrote the bitter letter that is the cold soup the Post has been warming up over the past three weeks.

But what about other major issues? For example, why did the District's chief financial officer in early 2011 approve - by "making no objection" - [[CONVERATION WITH ME AND CFO GEENRAL COUNSEL--SOURCE FOR THIS QUOTATION?]] the addition of Emmanuel Bailey as the replacement for the Banneker principal [[SHOULDN'T THIS BE THE REPLACEMENT FOR W2I?]] in the majority-ownership role for the D.C. Lottery contract? Who told the CFO to let that go? Why was Bailey -- a Maryland resident with no experience and no qualifications in gaming, and with a start-up company housed in a spare room of his mother's Southeast row house -- given 51 percent of the lottery? Why wasn't this selection resubmitted to the D.C. Council, since Bailey was not in the lottery contract as approved?

Bolden's clients will also have questions to answer. As reported in the Washington Times, which obtained the e-mails, why was Bailey - who appears to have come out of nowhere - contacting the BOLDEN'S client, offering a strategy involving then-Mayor Adrian Fenty, months before he was selected for the majority ownership role? How did the men know each other? And was a financial consideration paid to Bolden's clients [["W2I"?]] after they were dropped from the LOTTERY deal?

These issues are CLOSER to the heart of the matter, yet The Post would rather carpet-bomb the underbrush.

Let's have a full investigation of all the major issues in this [["THE LOTTERY"?]] contract award. Then the Post can write a seventh editorial exonerating me.

The writer, a Democrat, represents Ward 1 on the D.C. Council.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013822

From: Jim Graham
To: Zvenyach, Vladlen David (Council)
Subject: banneker and florida
Date: Friday, July 13, 2012 1:02:06 PM

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

Jim Graham, Councilmember, Ward One, 1350 Pa. Ave., NW, #105, Washington, DC 20004. 202-724-8181; 202-724-8109 (fax).

Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8191. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

***Website:* www.grahamwone.com**

From: Jim Graham
Sent: Monday, February 20, 2012 3:20 PM
To: Scott Butterworth
Subject: Revised version

Scott, please use this version. Let me know. Bests Jim

A web of sullying intrigue and aspersion can be spun by selectively choosing some facts while ignoring others. Such is the case with six editorials published recently over a three week period by The Washington Post, all concerning my role in 2008 in a Metro development project and the D.C. Lottery contract.

"More Questions for Mr. Graham," the most recent editorial headline calls out. Actually, this is not quite true - it is the very same question, somewhat repackaged, that has been asked in some 5,600 words in the six editorials. It is also mind-boggling: The Post, which has spent the past year calling for ethics reform in District government, is now criticizing me for requesting an ethics inquiry when I had a compelling reason to do so.

Why all this attention? The Post itself seemed puzzled in its Feb. 12 editorial, spending hundreds of words trying to explain why it was so cross with someone whom it had endorsed in every election. But that did give The Post a chance to regurgitate yet again the sparse facts at its command.

Much of what was written would have been red-lined out of a news story, never seeing the light of day. But editorial is opinion, and pretty much anything goes.

The Post builds much of its case on speculation regarding a four-year-old conversation I had with a group bidding to become the local and majority partner in the D.C. lottery contract. The same persons [[NO, HIS WIFE, FATHER AND OTHERS WERE INVOLVED--CQ PERSONS? IS WARREN WILLIAMS NOT THE ONLY PERSON BOTH INVOLVED WITH W2I AND BANNEKER?] were also involved with Banneker Ventures, an engineering/contracting firm whose lawyer, A. Scott Bolden, later cried foul PERHAPS IN AN effort to win a settlement from the city. Bolden was not at the meeting. While I cannot recall every detail of the meeting, I remember repeatedly challenging the qualifications of THE BIDDERS and the irresponsible actions of one of its principals with a prior D.C. government LEASE AND ALCOHOL LICENSE AT THE REEVES CENTER. I have a big fat file on all of that.

For some reason, The Post sees an injustice perpetrated against THESE BIDDERS, ESPECIALLY Banneker and its principals. I do not agree. Banneker, as you may recall, was at the center of serious allegations of political cronyism, lack of qualifications and overbilling. Indeed, Banneker executives were compelled to testify before the D.C. Council on what they did and didn't do with millionS IN DC contracts. IN A GENERALLY FAVAORABLE REPORT, THE COUNCIL'S OWN SPECIAL COUNSEL, ROBERT TROUT, CONCLUDED HIS INVESTIGATION BY RECOMMENDING THAT THE UNITED STATES ATTORNEY COONDUCT "FURTHER INVESTIAGTION" BETWEEN BANNEKER PRINCIPALS ON THESE DC CONTRACTS. Yet none of the editorials mention any of this, despite the saga having been covered extensively in the news pages of The Post.

Let's get some clarity on the facts.

First and foremost, there is zero allegation of any crime - not even by The Post - because none was committed. As well, there is no suggestion of any financial gain by me.

The Post brushes aside with little or no mention these facts:

[BULLET] No evidence of wrongdoing by Graham, the D.C. inspector general concluded last month in a lengthy review of my involvement with the lottery contract process.

[BULLET] No evidence of wrongdoing by Graham, the Metro general counsel concluded in a five-page letter dated May 28, 2010, after a careful review of the major POINTS raised by attorney A. Scott Bolden concerning the LOTTERY AND Florida Avenue projectS. Metro found that the problem with the Banneker Ventures bid was not Jim Graham. The problem with Banneker was Banneker. The contractor missed deadlines, slashed its inflated, initial offer for the land, and failed to demonstrate the capacity to do the work.

[BULLET] Just a few days ago, the current Metro board chair made clear that the unanimous board decision in 2010 to end Banneker's role in the project was "based upon a dramatic change in the developer's proposed price and other factors adverse to WMATA's business interest." In addition, she wrote, the decision was not based on "the views of Mr. Graham or any individual board member."

Indeed, theY lost out on the lottery not because of me, but because - as one person close to the deal put it - "Forces don't want you guys in the lead decision making role." [[EMAIL OBTAINED AND QUOTED BY THE WASHINGTON TIMES, 8/3/11---SOURCE FOR

FOIA CONFIDENTIAL TREATMENT REQUESTED **WMATA-INV 013824**

THIS QUOTATION?]]

None of this will be found in The Post's editorials.

Now, who is left?

Ah, yes, the D.C. Attorney General. In May 2010, out of an abundance of caution, I DID THE ETHICAL THING AND asked the attorney general, Peter J. Nickles, to review these matters. He APPARENTLY took no action.

For sure, Banneker Ventures and its principals were not happy to lose out on the Metro project. It probably cost them and their lawyer millions. Bolden started complaining back in 2008 TO CFO STAFF, and at that time the CFO staff [[SINCE WE HAVE NOT YET INTRODUCED MR. GANDHI, SHALL WE EXPLAIN THE ROLE OF HIS OFFICE IN THESE MATTERS?]] advised him to go to the DC inspector general. But Bolden CURIOUSLY took no action in 2008 or 2009, instead waiting two years until the Metro project had been lost. Then in 2010, he wrote the bitter letter that is the cold soup the Post has been warming up over the past three weeks.

But what about other major issues? For example, why did the District's chief financial officer in early 2011 approve - by "making no objection" - [[CONVERATION WITH ME AND CFO GEENRAL COUNSEL--SOURCE FOR THIS QUOTATION?]] the addition of Emmanuel Bailey as the replacement for the Banneker principal [[SHOULDN'T THIS BE THE REPLACEMENT FOR W2I?]] in the majority-ownership role for the D.C. Lottery contract? Who told the CFO to let that go? Why was Bailey -- a Maryland resident with no experience and no qualifications in gaming, and with a start-up company housed in a spare room of his mother's Southeast row house -- given 51 percent of the lottery? Why wasn't this selection resubmitted to the D.C. Council, since Bailey was not in the lottery contract as approved?

Bolden's clients will also have questions to answer. As reported in the Washington Times, which obtained the e-mails, why was Bailey - who appears to have come out of nowhere - contacting the BOLDEN'S client, offering a strategy involving then-Mayor Adrian Fenty, months before he was selected for the majority ownership role? How did the men know each other? And was a financial consideration paid to Bolden's clients [["W2I"?]] after they were dropped from the LOTTERY deal?

These issues are CLOSER to the heart of the matter, yet The Post would rather carpet-bomb the underbrush.

Let's have a full investigation of all the major issues in this [["THE LOTTERY"?]] contract award. Then the Post can write a seventh editorial exonerating me.

The writer, a Democrat, represents Ward 1 on the D.C. Council.

From: Jim Graham
To: Zvenyach, Vladlen David (Council)
Subject: banneker and florida
Date: Friday, July 13, 2012 12:59:43 PM

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

Jim Graham, Councilmember, Ward One, 1350 Pa. Ave., NW, #105, Washington, DC 20004. 202-724-8181; 202-724-8109 (fax).

Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8191. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

***Website:* www.grahamwone.com**

From: Jim Graham
Sent: Thursday, February 16, 2012 4:10 PM
To: 'Fred Hiatt'
Cc: 'buttarazzinl@washpost.com'
Subject: WaPo submission

A web of intrigue and aspersion can be spun by selectively choosing some facts while ignoring others. Such is the case with six editorials published in the past 23 days by *The Washington Post*, all concerning my role in 2008 in a WMATA development project on Florida Avenue NW and in the D.C. Lottery contract.

"More Questions for Mr. Graham", calls out the most recent editorial headline. Actually, not quite true. It is the very same question, somewhat repackaged, that has been as asked in some 5,426 words spread over the six editorials. It's also mind-boggling. The Post, which has spent the past year calling for ethics reform in District government, is now criticizing me for requesting an ethics inquiry when I had a compelling reason to do so.

Why all this attention? The Post itself seemed puzzled in its Feb 19 editorial, spending hundreds of words trying to explain why they were so cross with someone who they had endorsed in every election. But it did give the Post a chance to regurgitate still again the sparse facts at their command.

Much of what was written would have been redlined out of a news story and never seen the light of day. But editorial is opinion, and pretty much anything goes.

The Post builds much of its case on speculation regarding a four-year old conversation I had with a group trying to be the local/majority partner in the D.C. lottery contract. The

same persons were also involved with Banneker Ventures, an engineering/contracting firm whose lawyer, A. Scott Bolden, later cried foul amidst efforts to win a settlement from the city. Bolden was not at the meeting. While I cannot recall every detail of the meeting, I remember repeatedly challenging the qualifications of Banneker and the irresponsible actions of one of its principals with a prior D.C. government privilege. I have a big fat file on all of that.

For some reason, the Post sees an injustice perpetrated against Banneker and its principals. I do not agree. Banneker, as you may recall, was at the center of serious allegations of political cronyism, lack of qualifications, and over-billing. Indeed, Banneker executives were compelled to testify before the D.C. Council on what they did and didn't do with $82 million worth of city contracts from which they were fired because of how poorly they managed the work. Yet none of the editorials make mention of any of this despite the saga having been covered extensively in the news pages of the Post.

Let's get some clarity on the facts.

First and foremost, there is zero allegation of any crime --not even by the Post-- because none was committed. As well, there is no suggestion of any financial gain by me.

The Post brushes aside with little or no mention these facts:

- No evidence of wrongdoing by Graham, concluded the D.C. Inspector General in his January 2012 lengthy review of the facts of my involvement with the lottery contract process.
- No evidence of wrongdoing by Graham, concluded the Metro General Counsel in a five page letter dated May 28, 2010 after a careful review of the major pleas raised by attorney Scott Bolden concerning the Florida Avenue project. Metro found that the problem with the Banneker Ventures was not Jim Graham. The problem with Banneker was Banneker. The contractor missed deadlines, slashed their inflated, initial offer for the land and failed to demonstrate the capacity to do the work.
- Just a few days ago, the current Metro Board chair made it clear that the unanimous Board decision against Banneker in 2010 was "based upon a dramatic change in the developer's proposed price and other factors adverse to WMATA's business interest." In addition, she wrote, the decision to end Banneker's role in the project was not based on "the views of Mr. Graham or any individual board member."

Indeed, the Banneker executive lost out on the Lottery not because of me, but because-- as one person close to the deal put it-- "Forces don't want you guys in the lead decision making role."

None of this will be found in the Post editorials.

Now, who is left?

Ah yes, the DC Attorney General. In May 2010, out of an abundance of caution, I personally asked AG Nickles to review these matters. Best I can tell he took no action, presumably because there was insufficient cause.

For sure, Banneker Ventures and its principals were not happy to lose out on the Lottery

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013827

and Metro projects. It probably cost them and their lawyer millions. The lawyer started complaining back in 2008, and at that time the CFO staff advised him to go to the Inspector General. But Bolden took no action in 2008 or 2009, but instead waited two years until the Metro grant had been lost. Then in 2010, he wrote the bitter letter that is the cold soup the Post has been warming up over the past three weeks.

But what about other major issues? For example why did the Chief Financial Officer in early 2011 approve--by "making no objection"-- the addition of Emmanuel Bailey as the replacement for the Banneker principal in the majority ownership role? Who told the CFO to let that go? Why was this Maryland resident with no experience and no qualifications in gaming, and with a startup company housed in a spare room of his mother's Southeast DC row house, given 51% of the lottery? Why wasn't this selection resubmitted to the Council since Bailey was not in the lottery contract as approved?

Also, Mr. Bolden's clients will have questions to answer. As reported in the Washington Times which obtained the emails, why was Mr. Bailey—who appears to have come out of nowhere—contacting the Banneker client offering a strategy including Mayor Fenty months before he was selected for the majority owner role? How did they know each other? And was there a financial consideration paid to Bolden's clients after they were dropped from the deal?

These issues are a lot closer to the heart of the matter, yet the Post would rather carpet bomb the underbrush.

Let's have a full invesietgation of ALL the major issues in this contract award. Then the Post can write a seventh editorial exonerating me.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013828

From: Jim Graham
To: Zvenyach, Vladlen David (Council)
Subject: banneker and florida
Date: Friday, July 13, 2012 12:59:24 PM

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

Jim Graham, Councilmember, Ward One, 1350 Pa. Ave., NW, #105, Washington, DC 20004. 202-724-8181; 202-724-8109 (fax).

Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8191. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

***Website:* www.grahamwone.com**

From: Jim Graham
Sent: Monday, February 20, 2012 11:52 AM
To: Scott Butterworth
Subject: RE: Your op-ed to The Post -- initial questions

Thanks, I am almost done. I will have that edit included. I am still a little betwixt and between on the question of all the personae...

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

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Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8191. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

***Website:* www.grahamwone.com**

From: Scott Butterworth [mailto:butterworth@washpost.com]
Sent: Monday, February 20, 2012 9:25 AM
To: Jim Graham

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013829

Subject: RE: Your op-ed to The Post -- initial questions

Good morning, Councilman,

Thank you for forwarding Ms. Hudgins's statement.

I'll be glad to incorporate your edit; did you mean to attach it? The version below is the same as the one I sent you earlier.

Regarding the names, for the most part, my goal is specifics instead of generalities (such as "the Banneker client"). With such a complex subject, proper nouns help a reader hold the story in mind -- and if needed, circle back to a first reference for a reminder of how a certain person factors into the story. So where it's possible to go with names, I would encourage that. But I take your point about not wanting to repeat Colby's "cast of characters."

Best,
Scott

-----Jim Graham <Jim@grahamwone.com> wrote: -----
To: Scott Butterworth <butterworth@washpost.com>
From: Jim Graham <Jim@grahamwone.com>
Date: 02/18/2012 08:56AM
Subject: RE: Your op-ed to The Post -- initial questions

I have researched Banneker's general contract problems more since submission. I have major edit here. But on the question of names—an issue you quite appropriately raise frequently—its going to get confusing. There as more than Karim involved with Banneker, and Williams—as a Banneker "principal"—had others involved with him as well, including his father and wife. I see Colby King sets forth a "cast of characters" this AM. I would rather avoid that. Let me think of what to do.
Bests

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

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Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8191. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

***Website:* www.grahamwone.com**

From: Scott Butterworth [mailto:butterworth@washpost.com]
Sent: Friday, February 17, 2012 7:13 PM
To: Jim Graham
Subject: RE: Your op-ed to The Post -- initial questions

Hello again,

As promised, here are questions on the sixth paragraph:

For some reason, The Post sees an injustice perpetrated against Banneker and its principals. I do not agree. Banneker, as you may recall, was at the center of serious allegations of political cronyism, lack of qualifications and overbilling [[IS THIS A REFERENCE TO THE PARKS AND REC CONTRACTS? CAN WE MAKE THAT EXPLICIT?]]. Indeed, Banneker executives [[SOURCE FOR MULTIPLE EXECUTIVES? NEWS CLIPS FROM EARLY 2010 INDICATE THAT, OF BANNEKER OFFICIALS, ONLY KARIM TESTIFIED BEFORE THE COUNCIL]] were compelled to testify before the D.C. Council on what they did and didn't do with $82 million worth of city contracts from which they were fired because of how poorly they managed the work [[SOURCE FOR THIS? NEWS CLIPS AT THE TIME DON'T REPORT THAT BANNEKER WAS "FIRED" OR "POOR MANAGEMENT," ONLY THAT THE COUNCIL "ENDED THE CONTRACT" AND "STRIPPED BANNEKER OF THE CONTRACT."]]. Yet none of the editorials mention any of this, despite the saga having been covered extensively in the news pages of The Post.

Thanks again,

Best,
Scott

From: Jim Graham <Jim@grahamwone.com>
To: Scott Butterworth <butterworth@washpost.com>
Date: 02/17/2012 09:44 AM
Subject: RE: Your op-ed to The Post -- initial questions

Thanks! I appreciate the detailed nature of these questions. Let me woke on this over the weekend, and I will get it to you complete on Monday. If there are further questions in the meantime, please let me have them as well. Bests Jim

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

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***Website:* www.grahamwone.com**

From: Scott Butterworth [mailto:butterworth@washpost.com]
Sent: Thursday, February 16, 2012 8:30 PM
To: Jim Graham
Subject: Your op-ed to The Post -- initial questions

Hello, Councilman Graham,

The questions are marked below. Thank you for your assistance.

Best,
Scott

by Jim Graham

A web of intrigue and aspersion can be spun by selectively choosing some facts while ignoring others. Such is the case with six editorials published in the past three weeks by The Washington Post, all concerning my role in 2008 in a Metro development project on Florida Avenue NW and in the awarding of the D.C. Lottery contract.

"More Questions for Mr. Graham," the most recent editorial headline calls out. Actually, this is not quite true - it is the very same question, somewhat repackaged, that has been asked over some 5,600 words in the six editorials. It is also mind-boggling: The Post, which has spent the past year calling for ethics reform in District government, is now criticizing me for requesting an ethics inquiry when I had a compelling reason to do so.

Why all this attention? The Post itself seemed puzzled in its Feb. 19 editorial, [[WRONG DATE; TO WHICH EDITORIAL DOES THIS REFER?]] spending hundreds of words trying to explain why it was so cross with someone whom it had endorsed in every election. But that did give The Post a chance to regurgitate yet again the sparse facts at its command.

Much of what was written would have been red-lined out of a news story, never seeing the light of day. But editorial is opinion, and pretty much anything goes.

The Post builds much of its case on speculation regarding a four-year-old conversation I had with a group bidding to become the local and majority partner in the D.C. lottery contract. The same persons [[CQ PERSONS? IS WARREN WILLIAMS NOT THE ONLY PERSON BOTH INVOLVED WITH W2I AND BANNEKER?] were also involved with Banneker Ventures, an engineering/contracting firm whose lawyer, A. Scott Bolden, later cried foul amidst efforts to win [[THIS SUGGESTS THE EFFORTS WERE UNSUCCESSFUL; DID BANNEKER INDEED GET NO SETTLEMENT?]] a settlement from the city. Bolden was not at the meeting. [[GIVEN THIS, IS IT RELEVANT TO INTRODUCE MR. BOLDEN AT THIS POINT? IT WOULD HELP YOUR NARRATIVE TO PULL HIM OUT AND INTRODUCE HIM SIX GRAFS LATER]] While I cannot recall every detail of the meeting, I remember repeatedly challenging the qualifications of Banneker [[EARLIER IN THIS PARAGRAPH, YOU INDICATED THIS WAS A MEETING WITH W2I; DID YOU MEAN TO SAY W2I HERE THEN?]] and the irresponsible actions of one of its principals with a prior D.C. government privilege [[WHAT DOES THIS MEAN OR REFER TO?]]. I have a big fat file on all of that.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013832

For some reason, The Post sees an injustice perpetrated against Banneker and its principals. I do not agree. Banneker, as you may recall, was at the center of serious allegations of political cronyism, lack of qualifications and overbilling. Indeed, Banneker executives were compelled to testify before the D.C. Council on what they did and didn't do with $82 million worth of city contracts from which they were fired because of how poorly they managed the work. Yet none of the editorials mention any of this, despite the saga having been covered extensively in the news pages of The Post. [[I HAVE NOT YET FACT-CHECKED THIS PARAGRAPH; QUESTIONS WILL COME TOMORROW ON IT. ANY SUPPORTING MATERIAL YOU CAN PROVIDE -- SUCH AS LINKS TO THE NEWS STORIES YOU MENTION -- WOULD BE MOST HELPFUL.]]

Let's get some clarity on the facts.

First and foremost, there is zero allegation of any crime - not even by The Post - because none was committed. As well, there is no suggestion of any financial gain by me.

The Post brushes aside with little or no mention these facts:

[BULLET] No evidence of wrongdoing by Graham, the D.C. inspector general concluded last month in a lengthy review of my involvement with the lottery contract process.

[BULLET] No evidence of wrongdoing by Graham, the Metro general counsel concluded in a five-page letter dated May 28, 2010, after a careful review of the major pleas [[WAS THIS IN A LEGAL PROCEEDING? IF NOT, SHOULDN'T THE NOUN BE SOMETHING LIKE "ALLEGATIONS"?]] raised by attorney A. Scott Bolden [[THIS COULD BECOME THE NEW FIRST REFERENCE TO MR. BOLDEN -- "RAISED BY BANNEKER'S LAWYER, A. SCOTT BOLDEN"]] concerning the Florida Avenue project. Metro found that the problem with the Banneker Ventures bid was not Jim Graham. The problem with Banneker was Banneker. The contractor missed deadlines, slashed its inflated, initial offer for the land, and failed to demonstrate the capacity to do the work.

[BULLET] Just a few days ago, the current Metro board chair made clear that the unanimous board decision in 2010 to end Banneker's role in the project was "based upon a dramatic change in the developer's proposed price and other factors adverse to WMATA's business interest." In addition, she wrote, [[CAN YOU FORWARD OR POINT ME TOWARD THIS DOCUMENT?]] the decision was not based on "the views of Mr. Graham or any individual board member."

Indeed, the Banneker executive [[SINCE BANNEKER HAD NO ROLE IN THE LOTTERY CONTRACT, SHOULDN'T THIS BE REWORDED TO FOCUS JUST ON MR. WILLIAMS?]] lost out on the lottery not because of me, but because - as one person close to the deal put it - "Forces don't want you guys in the lead decision making role." [[SOURCE FOR THIS QUOTATION?]]

None of this will be found in The Post's editorials.

Now, who is left?

Ah, yes, the D.C. Attorney General. In May 2010, out of an abundance of caution, I

FOIA CONFIDENTIAL TREATMENT REQUESTED **WMATA-INV 013833**

personally asked the attorney general, Peter J. Nickles, to review these matters. As best as I can tell, he took no action.

For sure, Banneker Ventures and its principals were not happy to lose out on the lottery and Metro projects. [[SINCE BANNEKER HAD NO ROLE IN THE LOTTERY CONTRACT, SHOULDN'T THIS BE JUST "LOSE OUT ON THE METRO PROJECT"?]] It probably cost them and their lawyer millions. Bolden started complaining back in 2008, [[SOURCE? MR. BOLDEN'S 4/27/10 LETTER TO WMATA INDICATES IT WAS HIS FIRST FORMAL COMPLAINT]] and at that time the CFO staff [[SINCE WE HAVE NOT YET INTRODUCED MR. GANDHI, SHALL WE EXPLAIN THE ROLE OF HIS OFFICE IN THESE MATTERS?]] advised him to go to the inspector general. [[THE DC INSPECTOR GENERAL? OR THE METRO IG?]] But Bolden took no action in 2008 or 2009, instead waiting two years until the Metro project had been lost. Then in 2010, he wrote the bitter letter that is the cold soup the Post has been warming up over the past three weeks.

But what about other major issues? For example, why did the District's chief financial officer in early 2011 approve - by "making no objection" - [[SOURCE FOR THIS QUOTATION?]] the addition of Emmanuel Bailey as the replacement for the Banneker principal [[SHOULDN'T THIS BE THE REPLACEMENT FOR W2I?]] in the majority-ownership role for the D.C. Lottery contract? Who told the CFO to let that go? Why was Bailey -- a Maryland resident with no experience and no qualifications in gaming, and with a start-up company housed in a spare room of his mother's Southeast rowhouse -- given 51 percent of the lottery? Why wasn't this selection resubmitted to the D.C. Council, since Bailey was not in the lottery contract as approved?

Bolden's clients will also have questions to answer. As reported in the Washington Times, which obtained the e-mails, why was Bailey - who appears to have come out of nowhere - contacting the Banneker client, [[IS THIS A REFERENCE TO MR. WILLIAMS? THAT'S NOT CLEAR.]] offering a strategy involving then-Mayor Adrian Fenty, months before he was selected for the majority ownership role? How did the men know each other? And was a financial consideration paid to Bolden's clients [["W2I"?]] after they were dropped from the [["LOTTERY"?]] deal?

These issues are a lot closer to the heart of the matter, yet The Post would rather carpet-bomb the underbrush.

Let's have a full investigation of all the major issues in this [["THE LOTTERY"?]] contract award. Then the Post can write a seventh editorial exonerating me.

The writer, a Democrat, represents Ward 1 on the D.C. Council.

May ___, 2010

A. Scott Bolden, Esquire
Reed Smith LLP
1301 K Street, N.W.
Suite 1100 – East Tower
Washington, DC 20005-3373

Re: Status of Banneker Ventures Term Sheet and Award of Jazz at Florida Avenue Project

Dear Mr. Bolden:

Your letter dated April 27, 2010 to Mr. Sarles and Mr. Benjamin has been referred to me for response. The procedural posture of the Jazz at Florida Avenue Project is as follows: The Board of Directors ("Board") of the Washington Metropolitan Area Transit Authority ("WMATA") unanimously voted, on March 25, 2010, to table any action on the proposed amendment of the term sheet ("Term Sheet", attached hereto as Attachment A) executed by WMATA and Banneker Ventures, LLC ("Banneker") following Board member Graham's motion to extend the time within which to finalize a joint development agreement. The Board follows Robert's Rules of Order. Accordingly, the matter can now be taken from the table only by majority vote of the Board in accordance with the voting provisions of the WMATA Compact (Section 8). Pursuant to the terms of the Term Sheet, the exclusive negotiation period between WMATA and Banneker expired on March 31, 2010.

You have presented a number of points in your letter; although I will not respond point by point, the following discussion is intended to meet the substantive issues of concern. Let me begin by saying that WMATA staff worked diligently with Banneker representatives in attempting to achieve agreement on the revised business terms proposed by your client, which differed significantly from those originally proposed. We recognized that those revisions were driven by the changed economic circumstances. Nevertheless, the changes occurred in the context of a public solicitation for proposals for the Florida Avenue site and the differing terms presented

challenges that simply could not be overcome, despite our best efforts and the efforts of your client. We appreciate your client's interest in the site and regret that the faltering real estate market made it difficult for your client to adhere to the original terms which prompted the Board's initial selection of Banneker as the developer for the site. Having said that, it is important for you to understand that the Board has plenary authority to approve the terms of a joint development agreement and that approval simply was not achieved. I know of no plans to remove the matter from the table.

By submitting a proposal in response to the Florida Avenue Joint Development Solicitation ("JDS" or "Solicitation", attached hereto as Attachment B), Banneker agreed to and accepted all of the terms of the JDS (*see* JDS, § 1.5). Thus, Banneker agreed that the Term Sheet was not a binding agreement between WMATA and Banneker, but only established a fixed period of time in which Banneker had the exclusive right to negotiate a binding development agreement (*see* JDS §§ 1.6 and 1.7; and Term Sheet § 12). Banneker also agreed that the Term Sheet would terminate upon the expiration of such exclusive negotiation period (*see* JDS § 3.3(C)). It has so terminated. The Board has the sole authority to approve extensions of the Term Sheet and/or the terms of the binding development agreement (*see* JDS § 3.3(D), Term Sheet § 2, and WMATA's Joint Development Policies and Guidelines § 5.1).

Pursuant to the Term Sheet, Banneker and WMATA established an exclusive negotiation period of five months. The Term Sheet was initially executed by Banneker in July 2008, which meant that the parties had until December 2008 to submit a development agreement to the Board for approval. Almost immediately after being granted its exclusive negotiation period, Banneker significantly reduced its offer to WMATA. For example, Banneker's winning proposal offered an annual ground lease rent payment of $597,000 per year; soon after being selected, Banneker lowered its offer to less than $200,000 per year. The Board extended the negotiation period several times to provide the parties additional time to improve the business terms. In January 2010, the Board voted to extend the exclusive negotiation period through March 31, 2010. When the Board did not approve the extension of the exclusive negotiation period on March 25, 2010, the Term Sheet expired.

In Section IV of your letter, you state that Banneker has incurred significant additional costs as a result of the protracted contract negotiations. Please note that Banneker agreed at the onset that any costs incurred by Banneker

during this exclusive negotiation period are the sole liability of Banneker (*see* JDS § 1.9 and Term Sheet § 12).

Your letter overlooks critical details surrounding WMATA's dealings with Banneker. First, your letter provides a detailed description of WMATA's inquiry into the role of Warren Williams, Jr. and implies that the inquiry was, in some fashion, wrong. As Banneker acknowledged in its letter dated April 23, 2008, WMATA reserved the sole right to disqualify a selected developer if any member of the development team were found to have an unsatisfactory record of integrity and business ethics (*see* JDS § 5.2(F)). WMATA's inquiries were consistent with this right. As a publicly funded entity, WMATA has a duty to avoid entering into business relationships with persons that do not share WMATA's commitment to integrity. It is unquestioned that WMATA acted properly when it requested further information on certain members of Banneker's development team.

Your letter addresses affordable housing issues on this project, but fails to acknowledge all of the relevant facts. The JDS required proposals to be consistent with local land use policies (s*ee* JDS § 2.1). At the time of the Solicitation, WMATA's Florida Avenue property was subject to the "small area plan" adopted by the District of Columbia Council in June 2005, known as the "Duke Plan." As Banneker acknowledged in several meetings with WMATA, the Duke Plan, in conjunction with the positions of local community groups and the District of Columbia zoning and permitting offices, effectively required a 20% to 30% affordable housing set aside for any residential project on WMATA's Florida Avenue property. Banneker's acknowledgement of this fact is further evidenced by Banneker's original proposals, which included an affordable housing component (s*ee* the letter from District of Columbia Housing Finance Agency to Banneker, attached hereto as Attachment C). The Duke Plan's affordable housing policy was extant long before any purported meeting between Mr. Karim and Mr. Graham on July 2, 2008.

When reviewing all of the proposals that responded to the JDS, WMATA placed a high priority on development experience. Development experience is a priority for all WMATA joint development sites, and this project required the sophisticated expertise to be able to build a structure directly over WMATA's train tunnel. Such attention to development experience is evidenced in the JDS, which provided: (i) that the designation of a selected developer was in the nature of a personal services contract because of the importance of skills, experience, knowledge, and financing on this project; and (ii) a change in the composition of the selected developer's development team required WMATA's written approval (*see* JDS § 5.1).

Throughout the duration of negotiations, WMATA had concerns about the stability of Banneker's development team. Because WMATA felt that Banneker was relatively inexperienced with this type of project, it decided that Banneker needed a strong development partner. It was the presence of Banneker's much more experienced partners, first Donatelli Development and then Metropolis Development Company, which satisfied WMATA when it initially approved Banneker's proposal. But, Banneker's development team experienced constant instability. Development partners Donatelli Development, District Development Group, Metropolis Development Company, and Banc of America Community Development Corporation all dropped out of the project without warning or explanation. Consequently, WMATA understandably expressed concern with Banneker's development team.

Your letter states that, "[f]rom August 2009 through October 2009, WMATA proposed to change the Project from a lease agreement to a purchase agreement." This statement ignores crucial facts surrounding this event. WMATA made it clear from the very beginning that WMATA preferred a lease transaction over a sale (*see* JDS § 1.1). Banneker's winning proposal was for a lease transaction. But, three months after WMATA and Banneker executed the Term Sheet, Banneker significantly changed its proposal. Banneker informed WMATA that it intended to purchase parcels adjacent to WMATA's property in order to construct a larger single building traversing both WMATA's property and the adjacent property. WMATA immediately informed Banneker that WMATA did not want to be the ground lease landlord of half of a building. Banneker assured WMATA that it would find a way to make this situation work for both parties. Over the next 10 months, WMATA repeatedly asked Banneker to resolve this problem and voiced its skepticism about this concept. Banneker never offered any solutions, but still insisted on combining WMATA's property with the adjacent property. Finally, in August 2009, Banneker proposed a co-tenancy agreement, which would govern the ownership of the building on the combined properties in the event that Banneker defaulted on its lease with WMATA. WMATA informed Banneker that the co-tenancy agreement was an untenable arrangement for WMATA. Seeing no other solution to Banneker's insistence on adding the adjacent parcels, in late August 2009, WMATA began to explore the option of selling its land to Banneker and to evaluate whether the co-tenancy arrangement could be appropriately modified. But, in October 2009, WMATA decided to remove the sale option because of: (i) WMATA's long standing institutional preference for a lease; and (ii) concerns that the switch from lease to sale, after awarding the project would expose WMATA to bid

protests. Your assertion that Mr. Graham advocated for the Florida Avenue project to be a lease transaction is consistent with the long standing policy of the Board to enter into leases rather than sales.

The incorporation of adjacent property into the project was required to be disclosed at the time of bidding under the JDS (*see* JDS §3.2(X)). By waiting until after it was designated as the selected developer to reveal its intention to assemble WMATA's property with adjacent parcels, Banneker caused significant problems for the negotiation.

Your letter also states that the Board removed consideration of the amended Term Sheet at the behest of Board member Jim Graham. It should be noted here that Mr. Graham, as chairman of WMATA's Planning, Development and Real Estate committee, actually recommended that the Board grant an extension of the Term Sheet. Board member Neil Albert then stepped in and moved to table the issue. The Board then voted unanimously to approve the motion to table.

In Section III, you have attempted to create the impression that improprieties occurred during your conversations with a WMATA Board member. Board members frequently discuss the progress of joint development negotiations with the parties involved. The nature of these discussions is dynamic, but the critical fact is that the discussions do not bind the WMATA Board of Directors. Nothing in your letter suggests to me that any violation of the Board's Standards of Conduct occurred. If further consideration is deemed appropriate, it will be handled in accordance with the Board's Procedures.

At all times, WMATA staff and the Board have acted in accordance with the JDS and the Term Sheet. Neither the Term Sheet nor any other document grants Banneker an entitlement to any interest in WMATA's Florida Avenue property. By entering into the Term Sheet, the parties agreed to a schedule for negotiating a binding development agreement, but there was never a guarantee that these negotiations would produce an agreement that would gain Board approval. That schedule was enlarged by a series of extensions, from December 2008 to March 2010. The Board took firm action on March 25, 2010. The Board is not required, under the JDS, Term Sheet, or WMATA's internal procedures, to provide Banneker with further explanation or rationale for its action, but I believe this letter clearly outlines the problems that are inherent in Banneker's revised business proposal.

I trust that this is responsive to your concerns.

Sincerely,

Carol B. O'Keeffe
General Counsel

Attachments

cc: WMATA Chairman and Members of the Board
Richard Sarles, General Manager

level2
DEVELOPMENT

level2
DEVELOPMENT

May 28, 2010

A. Scott Bolden, Esquire
Reed Smith LLP
1301 K Street, N.W.
Suite 1100 – East Tower
Washington, DC 20005-3373

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Washington Metropolitan Area Transit Authority

600 Fifth Street, NW
ıshington, DC 20001
202/962-1234

By Metrorail:
liciary Square—Red Line
liery Place-Chinatown—
Red, Green and
Yellow Lines
By Metrobus:
Routes D1, D3, D6, P6,
70, 71, 80, X2

! *District of Columbia, Maryland and Virginia Transit Partnership*

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In Section III, you have attempted to create the impression that improprieties occurred during your conversations with a WMATA Board member. Board members frequently discuss the progress of joint development negotiations with the parties involved. The nature of these discussions is dynamic and may include ways to strengthen the development team, but these discussions do not bind the WMATA Board of Directors. The allegations in your letter, standing alone, do not appear to constitute a violation of the Board's Standards of Conduct. However, if further consideration is deemed appropriate, it will be handled in accordance with the Board's Procedures. As you are aware, Mr. Graham has referred your letter to the Attorney General for the District of Columbia, regarding the claims you have made concerning District of Columbia matters.

At all times, WMATA staff and the Board have acted in accordance with the JDS and the Term Sheet. Neither the Term Sheet nor any other document grants Banneker an entitlement to any interest in WMATA's Florida Avenue property. By entering into the Term Sheet, the parties agreed to a schedule for negotiating a binding development agreement, but there was never a guarantee that these negotiations would produce an agreement that would gain Board approval. That schedule was enlarged by a series of extensions,

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Sincerely,

Carol B. O'Keeffe
General Counsel

Attachments

cc: Chairman and Members of the Board, WMATA
Richard Sarles, General Manager

SHAW-HOWARD/FLORIDA AVENUE JOINT DEVELOPMENT SITE: PROPOSAL SUBMISSION REQUIREMENTS

SECTION 1: ADMINISTRATIVE AND CONTRACTUAL INFORMATION

1.1. Issuing Information

This Joint Development Solicitation (JDS) is issued in accordance with WMATA's Joint Development Policies and Guidelines, Revised July 21, 2005, as may be amended, included as Attachment D to this JDS. The three parcels that comprise the Joint Development Site in this solicitation are available primarily under a long-term lease, as WMATA's preference is to lease, rather than sell, its property. If a sale is proposed, the Proposal must clearly demonstrate that a sale is more advantageous to WMATA than a long-term lease. WMATA reserves the right to select different Developers for individual parcels.

1.2. Purpose and Scope

This JDS is intended to provide interested Developers with sufficient summary information about WMATA's requirements to facilitate Proposal preparation. It contains instructions on Proposal content and format, but does not attempt to define all of WMATA's Joint Development contract requirements in detail. Certain contract requirements are non-negotiable.

1.3. Amendments and Supplements to JDS

WMATA reserves the right to issue Amendments and/or Supplements to this JDS. Developers will be required to acknowledge in writing the receipt of an Amendment and/or Supplement.

1.4. Acceptance/Rejection of Proposals

This JDS does not commit WMATA to designate a Selected Developer or to enter into a Development Agreement. WMATA reserves the right to accept or reject any or all Proposals.

1.5. Acceptance of Terms and Conditions

By submitting a Proposal, a Developer is deemed to have agreed to and accepted all terms and conditions set forth in this JDS. Notwithstanding the foregoing, WMATA reserves the right to amend or modify any of the terms and conditions.

1.6. Selected Developer Status

A designation as Selected Developer for a Joint Development Site does not mean WMATA accepts the Proposal without further negotiation. Rather, the Developer's Proposal is the foundation for further negotiation and WMATA reserves the right to negotiate a Development Agreement with a Selected Developer containing benefits to WMATA that exceed those set forth in the Proposal.

1.7. Binding Agreement

An executed Development Agreement, approved by the WMATA Board of Directors, is the only binding commitment of and by WMATA with respect to a Joint Development Site. Designation of a Selected Developer, WMATA's agreement to a Term Sheet or any conduct or oral representations by WMATA shall not in any way constitute a binding obligation or commitment by WMATA. In submitting a Proposal, the Developer acknowledges it will have no legal or equitable right to, or interest in, any Joint Development Site except as set forth in an executed Development Agreement.

1.8. Schedule of Activities

Item	Date
Request for Proposals	AUG 24, 2007
Proposals Due	OCT 5, 2007
Meetings with Developers (if required)	NOV/DEC 2007
Final Proposals Due (if required)	DEC 2007/ JAN 2008

1.9. Costs

WMATA shall not be liable for any costs incurred by a Developer and/or Development Team responding to this JDS or any costs incurred with respect to the negotiation of the Development Agreement and related final documentation.

1.10. Approvals

The designation of a Selected Developer and the terms of a Development Agreement negotiated pursuant to this JDS are subject to the approval of the WMATA Board of Directors and the Federal Transit Administration of the U.S. Department of Transportation (FTA).

FOIA CONFIDENTIAL TREATMENT REQUESTED

1.11. Pre-Proposal Conference
Intentionally omitted

1.12. Inspections
Intentionally omitted

1.13. Inquiries
Inquiries concerning this JDS are to be submitted in writing to:

Mr. Nat Bottigheimer
Contracting Officer
Office of Property Development
and Management
Washington Metropolitan Area
Transit Authority
600 Fifth Street, NW
Washington, DC 20001

Any written response made by WMATA's Contracting Officer will be disseminated to all Developers from whom a Proposal was requested. Oral responses are not binding.

1.14. Closing Date for Proposal Submission
One original and 10 copies of the Proposal must be received in a sealed package not later than 3 p.m. on Friday, **October 5, 2007** (Closing Date) addressed as provided in Section 2.7.

1.15. Late Proposals
Any Proposal received by WMATA after the Closing Date shall be considered a Late Proposal. A Late Proposal may be accepted and evaluated by WMATA at the sole discretion of WMATA's Contracting Officer.

1.16. Jurisdictional and Community Participation Requirements
Prior to submitting a Proposal, Developers are required to meet with jurisdictional representatives from the Office of Planning and interested community organizations, including the Advisory Neighborhood Commission, to share information about a pending Proposal submission to WMATA and to seek their views. Failure to comply with this requirement may result in a Proposal's being rejected. WMATA will provide a contact list to each Developer from whom a Proposal is being requested.

1.17. WMATA Facilities
WMATA Facilities are critical to the efficient operation of the transit system and must be accommodated in the site plan. Information on the WMATA facilities beneath the Joint Development Site was provided with the advertisement requiring a May 31, 2007 proposal.

SECTION 2: PROPOSAL PREPARATION/ FORMAT/CONTENT/SUBMISSION

2.1. General
To be considered, a Developer must submit a complete response to this JDS. WMATA encourages creative and innovative Proposals which promote Transit-Oriented Development consistent with local land use policies. Failure to respond with the requisite information may result in a Developer's being eliminated from consideration.

2.2. Proposal Submission Structure
Proposals must be submitted in **two separate**, 8.5 x 11 inch bound volumes with Volume 1 containing Technical Information and Volume 2 containing Economic Information.

The contents of each volume must comply with Section 2.3 and Section 2.4 of this JDS. Proposals should include the identical titles and numbering for each subsection as set forth in this JDS. NOTE: No financial information is to be included or referenced in Volume 1.

2.3. Proposal Contents: Volume 1–Technical Information

A. Transmittal Letter -- a letter signed by an officer authorized to make a binding commitment for the Developer which states that the Proposal is valid for a minimum of 180 days from the date of submission and that if selected, the Developer will negotiate in good faith with WMATA.

B. Completed Proposal Form (3 pages) -- See ATTACHMENT A.

C. Table of Contents.

D. Executive Summary excluding all financial information (5 pages maximum).

E. Development Team Information

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013850

1. A description of the Developer and the proposed Development Team and the role of each principal member.

2. A statement that the Developer has the power and authority to enter into a Development Agreement and all final documentation as required by WMATA without the consent or joinder of any other party or authority.

F. Development Entity

1. A description of the Developer's business entity and, if a different entity will be formed, details of the structure of this other entity.

2. A detailed description of how the Project's ownership and management will be structured.

G. A proposed site plan and a description of land uses, including an explanation of how the Project complies with Transit-Oriented Development principles. The site plans must show building elevations and heights with number of stories.

Additionally, one jpeg on a disk and one full color visual of the site plan at least 2' by 3' in size must accompany the Proposal. The visual may be rolled up or mounted on posterboard.

H. An explanation of the anticipated impact that the Project will have, if any, on WMATA Facilities beneath the sites. Information on the WMATA facilities was provided with the advertisement for which proposals were requested by May 31, 2007.

I. The proposed Project schedule, starting in January 2008, in Microsoft Project or similar format, which at a minimum includes the following tasks and milestones, if applicable:

1. Term Sheet negotiations (assume 120 calendar days from the Proposal submission);

2. Approval of Selected Developer and Term Sheet by WMATA's Board of Directors (assume 30 calendar days from conclusion of Term Sheet negotiations);

3. Development Agreement and final documentation negotiations and execution (assume 120 calendar days from Selected Developer and Term Sheet approval);

4. Approval of Development Agreement and final documentation by WMATA's Board of Directors (assume 30 calendar days from conclusion of Development Agreement negotiations);

5. Agreement(s) for the acquisition of parcels to be assembled with the Joint Development Site, if applicable;

6. Concept plan preparation and approval;

7. Intentionally omitted.

8. Development plan preparation and approval, including interim WMATA Replacement Facilities plan (allow 30 calendar days for WMATA approval);

9. Local and other governmental approvals and actions (zoning, site plan, alley closings, grants, etc., as applicable);

10. Project financing approval;

11. Schematic design and construction document preparation and approval (allow 25 business days for WMATA approval of 35% construction documents, 20 business days for WMATA approval of 65% construction documents, and 15 business days for WMATA approval of 100% construction documents);

NOTE: if documents are not approved, WMATA comments must be addressed and resubmitted for approval.

12. Local permitting process;

13. Intentionally omitted.

14. Project construction period (per phase, if applicable);

15. Initial occupancy; and

16. Stabilization period.

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J. Zoning

1. The existing zoning classification and, if a change will be sought, the proposed zoning category.

2. The permitted FAR (floor area ratio) or other density measure, and the proposed FAR or other density measure, as applicable.

K. The proposed business relationship with WMATA and the proposed terms (lease, sale, etc.) including, but not limited to, the following:

Lease (WMATA preference is 60 years).

1. Identification of the portion of the Joint Development Site to be leased by location and approximate land area. (NOTE: The leased premises will exclude all WMATA Reserved Areas and Interests.)

Sale

1. Identification of the portion of the Joint Development Site proposed to be purchased in fee simple by location and approximate land area. (NOTE: The sale will exclude all WMATA Reserved Areas and Interests.)

2. An explanation of why the Project should not be developed under a lease and why a sale is more advantageous to WMATA than a long-term lease.

L. A market analysis and marketing strategy for the proposed uses of the WMATA joint development site.

M. A summary (specific financial analysis required in Economic Section) of the Project's impact on the tax base of the local jurisdiction as follows:

1. Identification of the property taxes, sales taxes, amount of fees and contributions and other local public income.

N. A statement identifying each of the community organizations that the Developer has met with and the meeting dates; the specific information that the Developer shared; the reaction of each community organization to the proposed development concept; the issues raised by each community organization; and how the Proposal addresses these issues. See Section 1.16.

O. A statement describing the Developer's contact with local jurisdiction staff, (representatives' names and meeting dates) and the views and expectations of the local jurisdiction regarding the Project, including any existing or anticipated jurisdictional issues or concerns. See Section 1.16.

P. A statement on whether the Project's feasibility is contingent on any local, state or federal government action or financial support (including a change in regulations; street or alley closing; funding, including guarantees and issuance of tax-exempt bonds; financing and credit enhancements; leasing of space; granting of access to the Joint Development Site; and the justification and process for obtaining government support).

Q. Statements that:

1. The Project is compatible with local land use requirements.

2. The Project will conform to all applicable federal, state and local laws, regulations and ordinances including all federal and relevant local environmental regulations.

R. A quantitative analysis of the Project's beneficial effect on WMATA's total daily transit ridership will be performed by WMATA and will be part of the evaluation of Proposals.

S. A statement identifying the past, current or anticipated contractual or financial relationship of any member of the Development Team (including but not limited to, the Developer, partners or co-venturers) with WMATA or any of its staff or Board Members. The Development Team must also disclose any contractual or financial relationship which may give the appearance of a conflict of interest.

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T. The following information about Developer's previous projects:

1. Illustrative materials on three recent successful projects of similar or comparable scope for which substantial financing was obtained.

2. The sources and amounts of debt and equity capital that were raised in previous projects.

U. A list of any projects on which the Developer, its parent company, or any member of the Development Team has defaulted or declared bankruptcy and an explanation of each default or bankruptcy.

V. Detailed information regarding any criminal indictments and felony or fraud convictions of the Developer or any principal, officer, director, partner, member, manager or equivalent of any person or entity constituting a member of the Development Team.

W. A statement indicating whether the Developer is willing to include Disadvantaged Business Enterprises ("DBEs"), as defined in Section 6, in its Project. WMATA encourages Developers to include DBEs and will assist Developers in identifying such firms.

X. If the proposed Project consists of an assemblage of the WMATA Joint Development Site with adjacent property, a statement identifying the adjacent property ownership, and if the property owner and the Developer are not the same, an executed agreement between the property owner and the Developer defining the property owner's participation, if any, in the Project.

Y. Any other information to assist WMATA in its evaluation of the Proposal, including a statement of why WMATA should select the Developer and its Development Team.

2.4. Proposal Contents: Volume 2 – Economic Information

A. Table of Contents.

B. Executive Summary of economic information only.

C. The Developer's estimated fair market value of WMATA's land or interest, how the value was derived and the assumptions underlying the value.

D. If the proposed business relationship with WMATA is a Lease (the term must be specified and preferably will be 60 years):

1. A statement that the Developer will pay WMATA a non-refundable option fee of $100,000 for the right to negotiate a Development Agreement upon designation as Selected Developer and approval of the Term Sheet. This fee is separate and distinct from the other payments, deposits and fees which WMATA requires.

2. The amount and timing of pre-development rent to be paid to WMATA during the interval period after the Development Agreement is executed but before the Project produces income (include the estimated length of this period).

3. The guaranteed base rent to be paid to WMATA throughout the term of the lease, including escalations. The description of escalations must include the method used to calculate escalations, their timing, and the projected amount of each escalation.

4. The method of adjusting the base rent if it does not commence by the date projected and/or the final approved density is greater than that proposed.

WMATA expects that the present value of its financial return will not be diminished by delays in the development process.

5. How any environmental remediation costs will be handled.

6. WMATA's participating share of gross income from the Project.

7. WMATA's share of proceeds from a capital event such as an assignment of the leasehold interest, transfer of interest

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in the Developer's business entity, refinancing or sale of the Project, or any other capital event after construction.

8. Identification of any additional payments to WMATA based upon factors chosen by the Developer.

9. Intentionally omitted

E. If the proposed business relationship with WMATA is a Sale:

1. A statement that the Developer will pay WMATA a non-refundable option fee of $100,000 for the right to negotiate a Development Agreement upon designation as Selected Developer and approval of the Term Sheet. This fee is separate and distinct from the purchase price and the other payments, deposits and fees WMATA requires.

2. The amount and timing of pre-development fees to be paid to WMATA during the interval period after the Development Agreement is executed but before WMATA realizes income from the sale (include the estimated length of this period).

3. The proposed purchase price for each portion of the Joint Development Site including:

a. The schedule of purchase price escalations if the sale is not completed by the date projected.

WMATA expects that the present value of its financial return will not be diminished by delays in the development process.

b. The method of adjusting the purchase price if the final approved density is greater than that proposed.

4. How any environmental remediation costs will be handled.

5. Proposed business arrangement under which WMATA will retain an interest in any development rights in excess of those used by the development constructed pursuant to the Proposal. Under such an arrangement, WMATA will receive payments over and above the purchase price if, upon subsequent redevelopment of the Joint Development Site within 25 years of closing, the redeveloped density is greater than the original density.

6. Identification of any additional payments to WMATA based upon factors chosen by the Developer.

F. A summary table of the sources (including debt, equity and other financing) and uses of funds to design and construct the Project.

G. A 15-year pre-development, construction and operating period cash flow statement which starts in October 2007. It should include each separate phase of development and land use type by phase and contain at a minimum:

1. The following assumptions:

Financing
Construction loan rate, term and amount
Permanent loan rate, term and amount
Loan-to-value ratio
Equity as a percentage of total construction costs
Revenues
Office rent ($/GSF and #GSF)
Retail rent ($/GSF and #GSF)
Residential ($/DU and #DU)
Parking
Other revenues
Construction Costs
Total hard costs
Total soft costs (also as a percentage of total hard costs)
Cost of improvements on a unit basis ($/FAR SF for office and retail, $/DU)
Cost per structured parking space
Cost per surface parking space
Land value per FAR SF
Ground rent to WMATA
Operating Costs
Operating Expenses (in $, $/GSF and as a percentage of revenues)

2. The following line items presented

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as a pro forma on an annual basis:

Sources
Equity
Construction Financing
Permanent Financing
Other Financing
Total Financing
Revenues
Office
Residential
Retail
Parking
Other Revenues
Total Gross Revenues
Total Net Revenues (less vacancy)
Uses
WMATA Rent or Sales Price (as applicable)
Construction Costs
Soft - by line item
Hard - by line item
Total
Operating Expenses (all non-debt Operating Costs, e.g.: direct costs, G&A, taxes, legal, marketing, commissions, etc.)
Net Operating Income
Debt Service (including any fees or expenses associated with loans)
Net Cash Flow (defined as revenue less operating expenses, debt service and ground rent to WMATA if applicable)
Percentage Rent to WMATA
Distributions to Investors
Free Cash Flow
Returns
Developer's Internal Rate of Return
Return on Investment
Return on Equity

NOTE: The pro forma (and any budgets in other parts of the Proposal) should clearly show all of the fees and income that the Developer, its partners, and affiliates receive from the Project. Those line items should be taken from the pro forma and shown together on the spreadsheet as individual line items in a separate report. Annual replacement reserves (total, $/GSF and $/DU) should also be broken out and shown).

3. The analysis must be presented in current dollars with an annual escalation rate of 3%.

4. All financial models must be submitted to WMATA on disk as well as hard copy. All financial information must be linked in a single spreadsheet, and all files must be in Microsoft Excel and retain all cell relationships.

H. A detailed financial analysis, with assumptions given, of the Project's impact on the tax base of the local jurisdiction as follows:

1. Identification of the property taxes, sales taxes, amount of fees and contributions and other local public income.

I. Copies of Developer's balance sheets, income statements and sources and uses of funds statements for the past three fiscal years.

J. Statements regarding the Developer's financial creditworthiness and past development experience which can be verified, including the following:

The names and addresses of at least three commercial or institutional credit references and a letter authorizing each credit reference to respond to inquiries from WMATA. At least two of the references should be lending institutions.

2.5. Proposal Security

Each Proposal must be accompanied by Proposal Security in the amount of One Hundred Thousand Dollars ($100,000). (Alternative Proposals for the same Joint Development Site require only one Proposal Security.) Acceptable forms of Proposal Security include a proposal bond in the form set forth in ATTACHMENT B, a bank letter of credit in the form set forth in ATTACHMENT C, a cashier's check, certified check or money order. All Proposal Security must be drawn on a U.S. based national bank and contain the following:

At top of Proposal Security document, insert the name of the Joint Development Site _____.

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WMATA will hold all funds that can be deposited into a financial institution in an interest-bearing account, and interest will be paid on such funds. No later than 15 business days after the WMATA Board of Directors identifies and approves the Selected Developer for a specific Joint Development Site, the Proposal Security will be returned to all Developers other than the designated Selected Developer. WMATA shall retain the designated Selected Developer's Proposal Security until a Development Agreement is executed and provisions are made with respect to the disposition of the Proposal Security in the Development Agreement.

2.6. Alternative Proposals
A Developer may submit alternative Development Proposals for the Joint Development Site and its individual parcels.

2.7. Submission of Proposal
A complete Proposal shall include the items set forth in Section 2.3. and Section 2.4. and the requisite Proposal Security. On or before the Closing Date, one original and 15 copies of the Proposal (marked Proposal for Shaw Howard/Florida Avenue JDS) must be submitted in a sealed package, addressed and mailed or delivered in person to:

Mr.Nat Bottigheimer
Contracting Officer
Office of Property Development
and Management
Washington Metropolitan Area
Transit Authority
600 Fifth Street, NW
Washington, DC 20001

SECTION 3. PROPOSAL REVIEW, EVALUATION, DEVELOPER SELECTION AND POST DEVELOPER SELECTION PROCESS

3.1. Proposal Review Process
WMATA will review and evaluate Proposals as follows:

A. The Contracting Officer receives and processes all Proposals. Proposals that in WMATA's sole and non-reviewable discretion are deemed non-responsive or not reasonably susceptible of being selected for award will be rejected and returned to the Developer with a written explanation. Please note that any Proposal that does not satisfy the requirements for jurisdictional officials and community organization participation may be rejected as technically unacceptable and returned to the Developer. WMATA reserves the right to accept or reject any Proposal without negotiation or discussion.

B. The Contracting Officer designates an Evaluation Team composed of WMATA's Joint Development staff assisted by other WMATA staff, jurisdictional representative(s) and consultants, as appropriate. An analysis and evaluation of each Proposal deemed to be reasonably susceptible of being selected for award is conducted.

C. The Evaluation Team may meet with all or select Developers for both an oral presentation and specific discussions about a Proposal. If such meetings are held, details on the oral presentation will be provided as part of the scheduling process. Such discussions will include identifying areas of the Proposal that: require clarification or improvement including architectural and engineering designs and drawings, or do not comply with the JDS.

D. If requested by WMATA, Developers shall submit Final Proposals. The Final Proposal may be significantly changed from the Initial Proposal submitted. WMATA reserves the right to waive the Final Proposal submission requirement, to request further clarification of a Final Proposal, or to request a Revised Final Proposal.

E. The Evaluation Team will, in coordination with the Contracting Officer, rate each responsive Proposal, and rank it based upon the Proposal Evaluation Factors in Section 3.2. The Evaluation Team will then forward its ranking to the Contracting Officer, who will decide to tentatively designate a Selected Developer. The Joint Development project manager will commence negotiation of a Term Sheet. If negotiations are unsuccessful, the Joint Development staff, in coordination with the Contracting Officer, may terminate negotiations and commence negotiations with the second ranked Developer and

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those ranked thereafter, in order of ranking. Alternatively, the Joint Development staff may, in coordination with the Contracting Officer, decide upon competitive negotiations with two or more ranked Developers.

F. As soon as the principal business terms for the tentatively Selected Developer's Project have been reduced to a Term Sheet, the Contracting Officer submits a recommendation regarding the designation of a Selected Developer and approval of the Term Sheet to WMATA's Real Estate Committee and to the WMATA Board of Directors.

G. Designation of a Selected Developer must be approved by the WMATA Board of Directors.

3.2. Proposal Evaluation Factors

Each Proposal will be evaluated using FTA's requirements for "Highest and Best Use" or "Highest and Best Transit Use" (see www.fta.dot.gov/library/policy/9300.1A/appenB.htm) and the following criteria:

A. Technical Criteria

1. Degree to which the Project reflects Transit-Oriented Development principles;

2. The market viability of the Project;

3. The experience and prior performance of the Development Team;

4. The innovation and creativity of the Project;

5. The compatibility of the Project with local Transit-Oriented Development plans and land use policies; and

6. Benefits accruing to the local jurisdiction.

B. Economic Criteria

1. Financial benefits accruing to WMATA;

2. Financial viability of the Project; and

3. Enhanced ridership.

3.3. Post Developer Selection Process

A. A Developer designated by the WMATA Board of Directors as a Selected Developer will be required to send a letter to each of the community organizations with which its representatives met to inform them as to how the Proposal presented to WMATA addresses their issues or concerns. A copy of this letter must also be submitted to WMATA.

B. A Developer designated by the WMATA Board of Directors as a Selected Developer will be required to pay WMATA, in immediately available funds, a non-refundable option fee for WMATA's granting to the Selected Developer the exclusive right to negotiate a Development Agreement. The amount and timing of the non-refundable option fee shall be as set forth in the Proposal (or Final Proposal, as the case may be), in accordance with Section 2.4.

C. After WMATA's Board of Directors has designated a Selected Developer and approved the Term Sheet, WMATA staff, in coordination with the Contracting Officer, will negotiate with the Selected Developer a Development Agreement (and other necessary final documentation) that incorporates the provisions of the Term Sheet. Such Development Agreement shall be completed within 150 days following the WMATA Board's designation of the Selected Developer and approval of the Term Sheet.

In the event that this schedule is not met, the Selected Developer designation expires, the Proposal is no longer viable, and WMATA may retain the Proposal Security (in addition to the non-refundable option fee) in accordance with Section 5.2. WMATA may choose to reestablish the Selected Developer designation and provide a specific time frame to the Selected Developer for the completion of negotiations or to re-advertise the Joint Development Site.

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D. As soon as the Development Agreement (and related final documentation) is completed and executed by the Developer, the Contracting Officer submits a recommendation and summary of the final Development Agreement to WMATA's Real Estate Committee and to the WMATA Board of Directors for approval. There is no binding agreement between the Selected Developer and WMATA until such time as the WMATA Board of Directors has approved the final Development Agreement and the Development Agreement has been executed by the parties

3.4. Disclosure and Use of Data

WMATA is required to brief its Board of Directors on all aspects of a Proposal. The proposed business terms of a Proposal will be held in confidence only until the Development Agreement and all final documentation have been approved and executed. WMATA reserves the right to review the zoning and land use aspects of any Proposal with local zoning, land use planning, transportation and environmental officials (and in the State of Maryland, with state officials). Additionally, at the sole discretion of the WMATA Board of Directors, such review may include conducting public hearings, town meetings and similar public forums.

NOTE: WMATA's "Public Access to Records Policy" is available at MetroOpensDoors.com (click"About Metro," then click "Public access to records.")

SECTION 4. WMATA'S NONNEGOTIABLE REQUIREMENTS AND CONDITIONS

The following requirements and conditions are nonnegotiable and the concepts will be included in the Development Agreement and final documentation executed by the Selected Developer and WMATA. By submitting a Proposal in response to this JDS, a Developer is agreeing to accept and comply with these nonnegotiable requirements and conditions.

4.1. WMATA's Reserved Areas and Interests

The location of WMATA's Reserved Areas and Interests shall be determined by WMATA in its sole and absolute discretion. Additionally, the conveyance or lease of any WMATA property shall be subject to a reservation by WMATA of a permanent, exclusive and irrevocable easement for vertical and horizontal support and as otherwise necessary for the operation and maintenance of present and future WMATA Facilities, WMATA Improvements and WMATA Reserved Areas and Interests.

4.2. WMATA's Approval Rights and Adjacent Construction Requirements

The following rights and requirements apply to all Projects:

A. Approval Rights
WMATA shall have the right to approve in its sole and absolute discretion:

1. Matters that affect the integrity, functionality, efficiency, safety, operation, maintenance, legal compliance, cost or profitability of WMATA's business, customers, operations or activities;

2. Matters that affect WMATA Facilities, WMATA Replacement Facilities, WMATA Reserved Areas and Interests, ingress/egress to WMATA Facilities, etc.;

3. Matters that affect any of WMATA's adjacent property;

4. The design and construction of interim and permanent WMATA Replacement Facilities; and

5. Matters that affect the Selected Developer's obligations as they relate to timing (changes in Project schedule) and performance (changes in what will be constructed, i.e., the product mix).

B. WMATA's Comment Rights

WMATA shall have the right to comment on the development plan/site plan and on other matters concerning the Project which do not affect the integrity, functionality, efficiency, safety, operation or maintenance of WMATA Facilities, WMATA Improvements, or WMATA Reserved Areas and Interests. The Selected Developer shall be obligated to consider WMATA's comments and to respond reasonably.

C. WMATA's Construction Requirements

In order to avoid adverse impact on WMATA Facilities, Projects must be built in compliance with WMATA's adjacent construction criteria as

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contained in WMATA's Adjacent Construction Design Manual, Revision I and as further revised, and WMATA's Manual of Design Criteria (Release 8), which are available by e-mailing tbushnaq@wmata.com. Additionally, Developers must comply with WMATA's requirements for the relocation and maintenance of operations during construction which include the uninterrupted and unimpeded operation of WMATA Facilities. WMATA will review and approve Developer plans in accordance with established WMATA procedures.

4.3. Relocation or Replacement of WMATA Facilities

Intentionally omitted.

4.4. Selected Developer's Funding of WMATA Compact Public Hearing

Intentionally omitted.

4.5. No Subordination of WMATA's Fee Interest

WMATA will not subordinate its fee interest in its property. In a lease situation, WMATA will permit lenders to have a leasehold security interest in the Project, which security interest would be subordinate to WMATA's right to terminate the lease upon a default by the Selected Developer (subject to the lender's right to cure).

4.6. Federal Transit Administration (FTA) Requirements

WMATA is subject to the requirements of the FTA. The terms of the Development Agreement negotiated with the Selected Developer, as it pertains to WMATA property, are subject to FTA approval. While FTA may impose additional requirements which cannot be known until FTA reviews a specific Project, FTA requires that the Selected Developer comply with certain laws and regulations barring discrimination on the basis of race, color, national origin or disabilities; and further requires compliance with FTA requirements regarding conflicts of interest and debarment.

FTA also requires, as a covenant running with the land, that the entire Joint Development Project constitute a Transit-Oriented Development as defined in the latest applicable FTA Regulations. See FTA Circular 9300.1A, Appendix B, The Relationship Between Joint Development and Livable Communities on the FTA web site at: www.fta.dot.gov/library/policy/IFT/iftb.html.

4.7. Americans With Disabilities Act (ADA)

All Projects shall be constructed in compliance with Titles II and III of the Americans with Disabilities Act, 42 USCA Section 12101, et seq., as amended, and any regulations promulgated thereunder. Proposals must include a plan indicating how access from the Project to the Metro station will be provided for persons with disabilities. Additionally, if a Project or any subsequent addition, modification or alteration triggers ADA-related improvements to the Metro station, the Selected Developer shall be responsible for the costs of such improvements. The only exceptions are when the ADA-related improvements predate the date of completion of the Project and are required to be made regardless of the Project, or constitute ADA-related improvements that WMATA is implementing at Metro stations in general as part of its system-wide improvements or alterations.

4.8. Direct Connections

Intentionally omitted

4.9. Davis-Bacon Act/Fair Labor Standards Act

The construction of any WMATA Replacement Facility or WMATA Improvement must be built in compliance with the Davis-Bacon Act, 40 USC Section 276a, et seq., and overtime compensation must be paid in compliance with Section 64 of the WMATA Compact, and the Fair Labor Standards Act, 29 USCA Section 201, et seq. (1978), as amended.

4.10. Other Laws, Regulations and Requirements

Developers are responsible for being fully informed of and complying with the requirements of applicable federal, State of Maryland, District of Columbia, Commonwealth of Virginia, and local jurisdictional laws and regulations. Additionally, the Selected Developer shall be responsible for obtaining, at its own cost and expense, all requisite approvals, licenses and permits.

4.11. WMATA's Indemnification Policy

The terms of any Development Agreement and final documentation will require that the Selected Developer and its contractors and subcontractors (and subtenants, where applicable) indemnify WMATA against all claims, liabilities and costs of whatsoever kind and nature including environmental claims which may be imposed upon, or incurred by, or

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asserted against WMATA in connection with the Selected Developer's performance under the Development Agreement or related agreements.

WMATA will accept responsibility for environmental claims of third parties if such claims arise from WMATA's actions prior to the transfer of the site to the Selected Developer.

4.12. WMATA's Insurance Requirements
The terms of any Development Agreement and final documentation will require that the Selected Developer, its contractors and subcontractors procure and maintain insurance coverage in amounts determined by WMATA, which may include, but is not limited to: General Liability, All Risk Property, Builder's Risk, Worker's Compensation, Automobile Liability, Contractors' Pollution Legal Liability, Railroad Protective Liability, Rental Value Insurance, Professional Errors and Omissions Liability and Boiler and Machinery (during operations only).

4.13. Payment, Performance and Completion Bonds
WMATA requires that the Selected Developer secure and file with WMATA a payment bond equal to 100% of the value of each phase of the Project from a federally approved surety company, with sufficient assets. The payment bond must name WMATA for the benefit of laborers, subcontractors, material suppliers and others that have or may have claims or liens against the Project or the realty.

WMATA also requires the Selected Developer to secure and file with WMATA a performance bond equal to 100% of the value of each construction phase of the Project from a federally approved surety company, with sufficient assets and which bond names WMATA for the completion of the planned construction in that phase.

Additionally, if there are WMATA Replacement Facilities being constructed, WMATA requires the Selected Developer to secure and file with WMATA a completion bond equal to 100% of the value of the WMATA Replacement Facilities from a federally approved surety company, with sufficient assets, and which bond names WMATA as the sole obligee for the completion of the Replacement Facilities.

All bonds must be in a form acceptable to WMATA and countersigned by a Commonwealth of Virginia, State of Maryland or District of Columbia resident agent of the surety, with a copy of the agent's license, as issued by the appropriate Insurance Commissioner.

4.14. WMATA's Disclaimer of Liability
WMATA disclaims all responsibility and liability for the completeness or accuracy of any information that it provides.

4.15. Inspection of Accounting Records
The Selected Developer will be required to permit WMATA, or any of its duly authorized representatives, at reasonable times and places, access to any books, documents, papers and records, including certified financial statements, which are directly pertinent to the Development Agreement. WMATA shall be permitted to audit, inspect, examine, copy and transcribe such books, documents, papers and records. The Selected Developer shall retain all records for three years after submission of any statement required for determining any variable payment obligations under the Development Agreement or related agreements.

4.16. WMATA's Tax Exempt Status
WMATA is tax exempt pursuant to the WMATA Compact. Any taxes, assessments or impositions on the Project or the real estate shall be assumed by the Selected Developer. In no event shall the Selected Developer assert or attempt to assert for its own benefit, an exemption or immunity available to WMATA under the WMATA Compact.

4.17. Financing Requirement
The Selected Developer shall be obligated to obtain the requisite financing to consummate the lease/sale of the WMATA Joint Development Site, and the development, construction and final completion of the Project by a reasonable date certain, or WMATA may terminate the Development Agreement.

SECTION 5. ADDITIONAL JOINT DEVELOPMENT REQUIREMENTS AND PROCEDURES

5.1. Assignment of Proposal, Change in Developer or Withdrawal of Developer
WMATA considers the designation of Selected Developer to be in the nature of a personal services contract. The Selected Developer will be designated because of its skills, experience, knowledge and financial standing.

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A Developer who submits a Proposal in response to this JDS may withdraw, assign its Proposal or change the composition of its Development Team only as follows:

A. Withdrawal of Proposal

At any time prior to designation of the Selected Developer, a Developer may elect to withdraw its Proposal. Under such circumstances, WMATA shall return the Proposal Security without interest.

B. Assignment of Proposal

At any time prior to designation of the Selected Developer, a Developer may request WMATA's approval to assign its Proposal to another development entity. No purported assignment is valid unless WMATA has given its prior written approval. The Developer and its proposed assignee shall submit all documents required by WMATA before the request will be considered. WMATA is under no obligation to approve the request. If WMATA refuses to grant approval, and the Developer does not want to proceed in accordance with its Proposal, WMATA will return the Proposal Security without interest. An assignment may be subject to the requirement of a Guaranty pursuant to Section 5.7.

C. Change in Composition of Developer or Development Team

1. Prior to designation of the Selected Developer, a Developer may change its composition or the composition of its Development Team only with WMATA's prior written approval. If WMATA does not approve the change, and the Developer does not want to proceed in accordance with its Proposal, WMATA will return the Proposal Security without interest.

2. After designation as the Selected Developer, the Selected Developer must request WMATA's written approval to change its composition or the composition of its Development Team. If WMATA does not approve the change, and the Selected Developer does not want to proceed in accordance with its Proposal, WMATA may terminate the Selected Developer designation and retain the Proposal Security.

D. Other Situations

An assignment or change in the composition of the Development Team which is not addressed above is at the sole discretion of WMATA's Contracting Officer. For any such assignment or change to be valid, WMATA's prior written approval is required. Any purported assignment occurring without WMATA's prior written approval shall be void.

5.2. Termination of Selected Developer Designation

WMATA may terminate the Selected Developer designation for any of the following reasons and retain the Proposal Security and any other deposit held by WMATA (except as stated otherwise in subsections I and J):

A. The Selected Developer fails to negotiate and execute the Development Agreement within 150 days following the designation of the Selected Developer and approval of the Term Sheet by the WMATA Board of Directors.

In the event that the foregoing schedule is not met, WMATA may terminate the designation of the Selected Developer and retain the Proposal Security without any liability or further obligation to the Selected Developer. The foregoing deadlines can only be extended by action of the WMATA Board of Directors in its sole and non-reviewable discretion.

B. The Selected Developer or any individual or entity holding ownership in or comprising the Development Team declares bankruptcy.

C. The ownership structure of the Selected Developer changes without WMATA's prior written approval. Structural changes include changes in percentages of ownership interests or changes in ownership of any entity holding an ownership interest in the Selected Developer.

D. The Selected Developer assigns its designation or transfers its rights in a WMATA Joint Development Site without WMATA's prior written approval.

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E. The Selected Developer or any principal, officer, director, partner, member, manager or equivalent of any person or entity constituting a member of the Development Team is indicted for, or convicted of, a fraud or a felony.

F. The Selected Developer or any principal, officer, director, partner, member, manager or equivalent of any person or entity constituting a member of the Development Team is found not to have a satisfactory record of integrity and business ethics, in WMATA's sole and non-reviewable discretion.

G. The Selected Developer provided materially incorrect or incomplete information in any of its submissions to WMATA, as determined in WMATA's sole and non-reviewable discretion.

H. The Selected Developer does not comply with this JDS, its Proposal or the terms of the Development Agreement as negotiated by the parties.

I. In accordance with Section 5.5, the Selected Developer conducts environmental due diligence and consequently modifies its Proposal in a manner which is unacceptable to WMATA. Under such circumstances, WMATA shall return the Proposal Security with any interest that may have accrued, less site restoration costs actually incurred by WMATA.

J. WMATA determines (in its sole and non-reviewable discretion) that termination is in its best interest. Under such circumstances, WMATA shall return the Proposal Security with any interest that may have accrued.

5.3. Metro Station Access Roads and Interior Maintenance Roads

Intentionally omitted.

5.4. Developer's Research Obligations

A Developer is expected to know all information reasonably ascertainable concerning the site size, and character, quality, and quantity of surface and subsurface materials or obstacles on the Joint Development Site as well as the existing utilities on the Joint Development Site. Some of this information is available from a visual inspection of the Joint Development Site and may be available from technical drawings and specifications (as built drawings) which WMATA will make available upon request, utility companies serving the area and local land records. WMATA disclaims all responsibility and liability for the completeness or accuracy of any information it provides. All Joint Development Sites are subject to existing physical and legal conditions, whether of record or not.

Additionally, a Developer is expected to know the conditions affecting construction on the Joint Development Site, which include but are not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, the topography and conditions of the ground, and the character of equipment and facilities needed before and during prosecution of the work.

5.5. Environmental Matters

WMATA has undertaken no comprehensive environmental investigations of the presence or absence of contaminated material or other environmental conditions that may affect development except as specifically identified. Interested Developers may request permission to perform a due diligence environmental site assessment prior to Proposal submission, after Proposal submission or after designation as the Selected Developer. Such due diligence site assessment and all associated costs shall be the sole responsibility of the Developer. Permission will be granted by WMATA subject to the execution of a Right of Entry Agreement with standard insurance and indemnity provisions. A sample Right of Entry Agreement is available from rdoggett@wmata.com.

WMATA shall be provided, in a timely manner, a copy of each test result and report addressing the environmental site investigation. If environmental contamination is found that requires a clean-up or remediation of the Joint Development Site under a governmental regulatory agency's review, the Developer may withdraw its Proposal (including its Final Proposal) but is responsible for site restoration costs. In the event that the due diligence environmental site assessment is performed after the designation of the Selected Developer, but prior to the execution of the Development Agreement, the Selected Developer and WMATA may negotiate the transaction based

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upon the levels of contaminated materials or other environmental conditions encountered which would substantially delay development or substantially increase the costs of excavation, removal or disposal of soil/materials, or the treatment of groundwater. If the parties cannot agree upon the resolution of these issues the Selected Developer may withdraw its Proposal but the Developer is responsible for site restoration costs, and WMATA has the corresponding right to terminate the Selected Developer designation in accordance with Section 5.2.I.

5.6. Protest Policy
The policy and procedure for the administrative resolution of protests involving the designation of a Selected Developer arising pursuant to this JDS are as follows:

A. Only an Interested Party may submit a protest. An Interested Party is defined as a Developer who submitted a Proposal pursuant to this JDS.

B. Protests must be submitted no later than 30 calendar days after WMATA's designation of the Selected Developer. Any protest submitted subsequent to this time may be deemed by WMATA's Contracting Officer to be untimely and denied on that basis unless the Contracting Officer concludes that the issue(s) raised by the protest involves fraud, gross abuse of the selection process, or otherwise indicates substantial prejudice to the integrity of the selection process.

C. The Interested Party wishing to file a protest shall submit a written document to WMATA's Contracting Officer which contains the following:

1. The name and address of the Interested Party;

2. Description of the nature of the protest;

3 Identification of the provision(s) of this JDS, applicable Joint Development Policies and Guidelines or laws upon which the protest is based;

4. A statement of the specific relief requested; and

5. Any documents relevant to the protest.

D. WMATA's Contracting Officer shall carefully review the protest in consultation with WMATA staff. At the discretion of the Contracting Officer, a conference may be held with the Interested Party. The Contracting Officer shall have 30 calendar days to render a written decision on the merits of the protest. A determination by the Contracting Officer that a protest is meritorious may result in a change in the terms, conditions or format of this JDS in the form of an Amendment; the rejection of a Proposal; the cancellation of this JDS; or the termination of the designated Selected Developer.

E. This Protest Policy is not applicable to actions taken by WMATA in response to legal proceedings filed in the courts, or actions taken by WMATA in its sole and non-reviewable discretion.

5.7 Guaranty
WMATA may require a third party to guarantee some or all of the obligations of the Selected Developer, including but not limited to construction obligations.

SECTION 6: DEFINITIONS

Contracting Officer
WMATA's Assistant General Manager for Planning and Joint Development, or, if such position is vacant at the time in question, the person designated to act in such capacity at such time.

Developer(s)
The entity submitting or contemplating the submission of a Proposal in response to this Joint Development Solicitation (JDS). The Developer may be any qualified individual or entity with real estate development-related experience and access to financing sufficient to undertake the proposed Project, including real estate brokers, non-profit organizations, public agencies, etc. Real estate brokers are invited to participate as the Developer or as a member of the Development Team as opposed to participating in a purely marketing role. WMATA will not pay any broker's commissions.

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Development Agreement
The legal document (lease, sales contract, combination lease/sale, master development agreement or other agreement) that constitutes the contract between WMATA and the Selected Developer.

Development Team
The Developer and the principal persons and/or entities (including officers, directors, partners, members, managers or the equivalent of such persons and/or entities) identified by the Developer as the participants in the Project.

Disadvantaged Business Enterprise (DBE)
For the purpose of Joint Development Projects, a DBE is a for-profit, small business concern that is owned and controlled (at least 51%) by one or more socially and economically disadvantaged persons. Socially and economically disadvantaged persons are persons who are citizens of the United States (or lawfully admitted permanent residents), and who are either:

A. Black Americans (meaning persons having origin in any of the Black racial groups of Africa);

B. Hispanic Americans (meaning persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portugese culture or origin, regardless of race);

C. Native Americans (meaning persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians);

D. Asian-Pacific Americans (meaning persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong);

E. Subcontinent Asian American (meaning persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldive Islands, Nepal or Sri Lanka); or

F. Women.

Evaluation Team
WMATA staff assigned by the Contracting Officer to analyze the Proposals and make recommendations.

Federal Transit Administration (FTA)
The federal agency within the U.S. Department of Transportation which administers the federal rules and regulations governing joint development programs and oversees other aspects of real property purchased with federal funds for transit purposes.

Final Proposal
If requested by WMATA, the final document or compilation of documents submitted by the Developer for analysis before the Evaluation Team makes its recommendation. See definition of Proposal.

Initial Proposal
The initial document or compilation of documents submitted by the Developer in response to this JDS. See definition of Proposal.

Joint Development
A creative program through which property interests owned and/or controlled by WMATA are marketed to office, retail/commercial, recreational/entertainment and residential developers with the objective of developing Transit-Oriented Development projects. See definition of Transit-Oriented Development.

Joint Development Policies and Guidelines
The procedures approved by the WMATA Board of Directors which govern the Joint Development Program and are included as Attachment D to this JDS.

Joint Development Project
The development ideas, concepts and plans that a Developer presents in its Proposal. Also refers to the development plans of the Selected Developer.

Joint Development Site(s)
The property areas and interests identified in this JDS.

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Joint Development Work Program
A document prepared annually of Joint Development opportunities associated with WMATA-owned properties. The Joint Development Work Program is drafted in coordination with the local jurisdictions and approved by the WMATA Board of Directors.

Project
The joint development ideas, concepts and plans that a Developer presents in its Proposal. Also refers to the development plans of the Selected Developer. Project is synonymous with Joint Development Project.

Proposal(s)
The development-related documents submitted in response to this Joint Development Solicitation (JDS). The term Proposal can include both the Initial Proposal and, if requested by WMATA, the Final Proposal.

Selected Developer
The Developer with the exclusive right to negotiate a Development Agreement with WMATA. WMATA's designation of the Selected Developer shall not become final and binding until a Development Agreement has been negotiated and executed by the parties.

Term Sheet
The nonbinding document which summarizes the development concept, financial structure and other major business terms of the Project.

Transit-Oriented Development
Those projects that integrate WMATA's transit facilities, reduce automobile dependency, increase pedestrian/bicycle originated transit trips, foster safe station areas, enhance surrounding area connections to transit stations, provide mixed use including housing and the opportunity to obtain goods and services near transit stations, offer active public spaces and promote and enhance ridership and sound growth in the communities which WMATA serves. See also FTA's definition at www.fta.dot.gov/library/policy/IFT/iftb.html.

WMATA Compact
Washington Metropolitan Area Transit Authority Compact, Public Law 89-774, 80 Stat. 1324, as may be amended.

WMATA Facility
Any improvements, structures, infrastructure components, tangible property and/or areas required, in the judgment of WMATA, for the use, operation, access, maintenance, repair, servicing, replacement or removal of structures and supports, any and all access, parking, operation and service facilities and areas relating to WMATA's operations or activities, including without limitation, the Metro station, tunnels, rails, tracks, bus stations, bus transfer areas, supervision kiosks, employee bathrooms, electric substations, conduits and lines, communications equipment and structures, pedestrian ways, waiting and shelter areas, facilities serving persons with disabilities, cooling towers, chiller plants, vent and fan shafts, bicycle rack and locker areas, storm water management facilities, landscaping, lighting and all other associated facilities.

WMATA Improvement(s)
Those improvements, whether an interim replacement facility or a new facility, which will be designed and/or constructed by the Selected Developer for WMATA in a configuration acceptable to WMATA. Upon final acceptance by WMATA, a WMATA Improvement will become a WMATA Facility.

WMATA Replacement Facility
A WMATA Improvement designed and/or constructed by the Selected Developer for WMATA in a configuration acceptable to WMATA that replaces any displaced or disrupted WMATA Facility which will be turned over to WMATA.

WMATA Reserved Areas and Interests
Includes (a) all areas of, within or adjacent to the Joint Development Site containing any WMATA Facility; (b) all areas of, within or adjacent to the Joint Development Site relating to the use, operation, access, maintenance, repair, servicing, replacement or removal of any WMATA Facility; and (c) any and all easements and other reserved rights required by WMATA in connection with its use, operation, access, maintenance, repair, servicing, replacement or removal of any WMATA Facility or WMATA operations and business generally, whether expressly provided for or reasonably contemplated. Such easements and other reserved rights shall include, without limitation, easements and reserved rights (whether at, above or

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below ground level) for (i) the construction, operation, maintenance, repair, replacement, removal or relocation of any and all existing tunnels and related facilities, (ii) all WMATA Facilities (including, without limitation, any replacement facilities) which have piling or other structural support within or adjacent to the Joint Development Site, (iii) any and all service facilities serving such tunnels or any WMATA Facility, (iv) all underground power lines and other utilities, (v) horizontal and vertical support for all WMATA Facilities in, on and about the WMATA Joint Development Site, including without limitation, structures, equipment or installations such as foundations, beams, columns, bracing and similar structural features which maintain vertical and horizontal support and are necessary for the maintenance, operation and protection of any WMATA Facility and (vi) protections and approval rights satisfactory to WMATA in its sole and unreviewable discretion with respect to limits on loads and pressures which may affect any WMATA Facility, whether vertical or lateral.

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Execution Copy

WMATA Joint Development Term Sheet
Shaw-Howard/Florida Avenue Sites

This Term Sheet, entitled "Joint Development Term Sheet" ("Term Sheet"), for a joint development project at WMATA's Shaw-Howard/Florida Avenue sites in Washington, DC, and dated as of the date last executed below, is intended to summarize the principal terms of a proposal being considered by the undersigned parties regarding a lease of certain real property on the south side of Florida Avenue, NW between 7th and 9th streets, NW. The undersigned parties wish to negotiate a Definitive Agreement, as defined in Section 2.1 herein.

1. **Parties**
   1.1 Washington Metropolitan Area Transit Authority ("WMATA").

   1.2 Banneker Ventures, LLC ("Banneker"), together with District Development Group, LLC ("DDG") and Metropolis Development Company LLC ("Metropolis"), will form a limited liability company for the Project (as defined in Section 4 herein), to be known as The Jazz @ Florida Avenue, LLC or another name as determined by Banneker, DDG and Metropolis (the "DEVELOPER"). Other parties may not be included in the DEVELOPER, except for any equity partners that the DEVELOPER needs to provide financing for the Project, nor may the DEVELOPER's interest in the Project or DEVELOPER's Improvements (as defined in Section 4.1, herein) be assigned or sold, without the written consent of WMATA, such consent not to be unreasonably withheld, with the terms of such consent to be provided in the Definitive Agreement.

2. **Definitive Agreement**
   The Definitive Agreement, to be prepared initially by WMATA and presented by WMATA to the WMATA Board for approval and signature within five months of Board Term Sheet approval, will be a Joint Development Agreement ("JDA") that will include, as an exhibit, a 60-year ground lease agreement ("Lease"), together with all related documentation upon which WMATA and DEVELOPER mutually agree. The Lease term will begin with the earlier of twenty (20) months after the WMATA Board approves the Definitive Agreement or the start of construction of the Project.

3. **Property to Be Leased by Developer**
   WMATA will lease to DEVELOPER approximately 28, 892 sf of land area outlined in red in **Exhibit A** and attached hereto (the "Leased Premises"). The land is in three separate parcels: 1) approximately 3,799 sf in Square 393, lot 44; 2) approximately 8,621 sf in Square 393, lot 45; and 3) approximately 16,452 sf in Square 416, lots 18 and 31. The Leased Premises shall not include those property interests necessary for protection of WMATA's Transit Facilities.

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4. **Project**
DEVELOPER will construct improvements on the Leased Premises (the "Project" or "Project Improvements") in the configuration shown in **Exhibit B**. The Project will consist of:

4.1 DEVELOPER improvements (the "DEVELOPER Improvements") are a minimum 130,014 FAR gross square feet including not less than 104 dwelling units per District of Columbia ("District") approvals and approximately 11,750 gross square feet of retail/arts use plus associated residential and retail parking, estimated at 47 below-grade spaces, per District approvals. The DEVELOPER Improvements will be built in a single phase on the Leased Premises.

4.2 No improvements will be constructed on the Leased Premises other than the Project Improvements, unless approved in advance in writing by WMATA.

5. **Due Diligence**
5.1 Leased Premises Condition: In the Definitive Agreement, WMATA will provide knowledge-qualified representations customarily made by WMATA in transactions of this type, including with respect to title to the Leased Premises and the environmental history or condition of the property. Subject to the continued accuracy of such representations, and subject further to DEVELOPER'S Study Period rights as provided herein and satisfaction or waiver by DEVELOPER of all conditions precedent herein provided, DEVELOPER will accept its interest in the Leased Premises in an "as is - where is" condition.

5.2 Study Period: Upon approval and execution of the Term Sheet, WMATA will grant DEVELOPER a Right-of-Entry Permit for entry into the Leased Premises, substantially in the form attached hereto as **Exhibit C**. DEVELOPER shall have sixty (60) days from the effective date of the Definitive Agreement to conduct its due diligence related to the Leased Premises (the "Study Period"). If DEVELOPER, in its sole and exclusive discretion, shall be dissatisfied for any reason with the results of its Study Period investigations, DEVELOPER shall be entitled, upon written notice to WMATA delivered not later than ten (10) days following expiration of the Study Period, to terminate this Term Sheet and the Definitive Agreement, whereupon WMATA shall return to DEVELOPER the entire Security Deposit or the Proposal Security (as defined below), as applicable, and both DEVELOPER and WMATA shall be relieved of any further obligations hereunder other than such obligations as shall, pursuant to the terms hereof or of the Definitive Agreement, expressly survive termination of this Term Sheet or the Definitive Agreement.

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6. **Security Deposit**

6.1 Within two (2) business days of the execution of the Definitive Agreement, the DEVELOPER will place with WMATA a cash security deposit in the amount of Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00), (the "Security Deposit") to secure DEVELOPER's performance. The Security Deposit will replace the $100,000 Proposal Security.

6.2 The Security Deposit will not be applied to any rental payments due to WMATA under the Definitive Agreement.

6.3 The entire Security Deposit shall be forfeited and may be retained by WMATA if DEVELOPER shall be in default under the Definitive Agreement beyond applicable notice, cure and grace periods therein provided. In such event, the Security Deposit may be applied by WMATA in whole or in part to cure such default. No such application of the Security Deposit shall constitute a waiver of any such default by DEVELOPER or an election of remedies. If the Security Deposit is applied in whole or in part as described herein, DEVELOPER shall, within ten (10) days, increase the Security Deposit by an amount equal to the amount applied.

6.4 The Security Deposit, less any amounts previously applied in connection with any breach or default by DEVELOPER and not replenished by DEVELOPER, shall be refunded to DEVELOPER upon the acceptance (not to be unreasonably withheld, delayed or conditioned) by WMATA of those sureties and guarantees identified in Sections 9.6 and 9.8 of this agreement.

6.5 WMATA shall return the Security Deposit plus interest to DEVELOPER within twenty (20) business days of its receipt of a copy of the Certificate of Occupancy for the Project.

7. **Consideration**

7.1 Option Fee: DEVELOPER will pay WMATA $100,000 (the "Option Fee"), within ten (10) days of WMATA Board approval of the Term Sheet and written notification to the DEVELOPER by WMATA of such approval. The Option Fee shall not be applicable to Pre-stabilization Rent, Initial Base Rent, Base Rent, or Capital Event Participation (as defined in this Section 7) and shall be non-refundable.

7.2 Pre-stabilization Rent: Non-refundable Pre-stabilization Rent payments will begin upon execution of the Definitive Agreement and continue until the earlier of the date of Project Stabilization, to be defined in the Definitive Agreement or forty-five (45) months after WMATA Board approval and execution of the

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Definitive Agreement (the "Pre-stabilization Period"). Pre-stabilization Rent, for the first fifteen (15) months, will be $100,000 per year payable in advance in quarterly instalments of $25,000. Pre-stabilization Rent will increase to $115,000.00 per year for the next twelve (12) months. For the remaining Pre-stabilization Period, rent shall be $130,000.00 per year.

7.3 Base Rent: The first base rent payment shall be paid by DEVELOPER to WMATA within fourteen (14) calendar days of the end of the Pre-stabilization Period ("Initial Base Rent"). Any delay in first payment of Initial Base Rent will require a penalty payment, the amount of which to be determined in the Definitive Agreement. Initial Base Rent will be for the first calendar year after the end of the Pre-stabilization Period and will be pro-rated accordingly, payable in advance in quarterly instalments of one-quarter of the Initial Base Rent. In no event shall the Initial Base Rent (for a full year) be less than Five Hundred and Ninety-Seven Thousand and No/100 Dollars ($597,000.00). After the Initial Base Rent payment, Base Rent will be due annually, in quarterly instalments, beginning on the first business day of the calendar year for the remaining term of the Lease ("Base Rent"), and will be pro-rated accordingly. Base Rent payments will be determined as follows:

7.3.1 For the first Base Rent payment due after the Initial Base Rent payment, DEVELOPER will pay WMATA an amount equal to the product of the Initial Base Rent multiplied by 1.5% for that year (the "Initial Escalation Factor").

7.3.2 For the second through tenth years of Base Rent payments, subsequent Base Rent payments due after the Initial Base Rent payment, except for the first Base Rent payment to be determined pursuant to 7.3.4 below, each Base Rent payment will be the product of the immediately preceding Base Rent payment and the Initial Escalation Factor. In no event will any Base Rent payment be less than the Base Rent payment for the preceding calendar year.

7.3.3 For the eleventh year of Base Rent payments and thereafter, except for Base Rent to be determined pursuant to 7.3.4 and 7.5 below, each Base Rent payment will be the product of the immediately preceding Base Rent payment multiplied by 1.03 (the Escalation Factor). In no event will any Base Rent payment be less than the Base Rent payment for the preceding calendar year.

7.3.4 At the time of any Capital Event as defined in Section 7.4, Base Rent will be reset at 7% of the Project land value derived through a three-appraiser process that establishes unit values for each type of Project

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land use multiplied by the total gross Project FAR square footage of each land use. In no event will any Base Rent payment be less than the Base Rent payment for the preceding calendar year.

7.3.5 DEVELOPER shall lease the Leased Premises for a period of sixty (60) years (the "Lease Period"). The Definitive Agreement will provide a mechanism by which Developer may request an extension of the Lease Period, subject to completion of a written agreement between the parties and approval, if necessary, by WMATA's Board of Directors.

7.4 Capital Event Participation: Capital Events (defined hereinbelow) shall be permitted in accordance with this Section 7.4. Whenever a Capital Event occurs, the DEVELOPER will make a payment to WMATA ("Capital Event Participation"). Capital Event" include any of the following by DEVELOPER: (i) assignments of the Definitive Agreement or the Lease, (ii) sales or re-financings of DEVELOPER's Improvements, (iii) other dispositions, transfers, and conversions that changes the membership of the DEVELOPER to include new members not originally included as of the execution date of the Definitive Agreement shall be a Capital Event. The Parties agree that Non-Capital Events, which will require WMATA approval, but not WMATA monetary participation, also exist and will be defined in the Definitive Agreement. A one-time payment per Capital Event will be paid to WMATA in an amount equal to ten percent (10%) of any Adjusted Gross Capital Event Proceeds. Adjusted Gross Capital Event Proceeds are the gross transaction revenues to DEVELOPER from a Capital Event, and any affiliated entities receiving income from such a Capital Event, less the payoff of remaining original Project debt secured by DEVELOPER Improvements and repayment of the original equity to DEVELOPER not yet repaid. To confirm DEVELOPER's original project debt and equity, within thirty days of the start of Project construction, DEVELOPER will provide WMATA with documentation confirming such amounts from DEVELOPER. Total debt and equity to finance the Project (amounts paid prior to the subject Capital Event) will total no more than one hundred percent (100%) of the original total Project cost, including both hard and soft costs. WMATA Base Rent will never decrease from the then payable Base Rent as a result of any Capital Event.

7.5 Periodic Rent Revaluation: Upon a Capital Event or every ten years, whichever is earlier, the Base Rent will be adjusted to 7 % of Project land value established through a three-appraiser process as described in Section 7.3.4 above. WMATA Base Rent will never decrease from the then payable Base Rent as a result of any Periodic Rent Revaluation.

7.6 WMATA Improvements: intentionally omitted

7.7 Proposal Security: If WMATA and DEVELOPER do not execute a Definitive Agreement within five months following Board Term Sheet Approval (as provided in Section 2 above), WMATA will refund DEVELOPER's full Proposal Security of One Hundred Thousand and No/100 Dollars ($100,000.00) to DEVELOPER within twenty (20) business days.

7.8 WMATA Delays: The maximum length of 45months for the Pre-stabilization Period will be extended, on a day-for-day basis, for delays caused by WMATA actions or failure to act, including obtaining FTA Approval in accordance with Section 8.5 below and . In no other event will payment of Pre-stabilization Rent, Initial Base Rent, or Base Rent be delayed, even though DEVELOPER's schedule may take longer than anticipated.

7.9 Force Majeure Delays: The maximum length of 45 months for the Pre-stabilization Period may be extended, subject to an increase in the rental payments due in order to maintain the net present value of the Definitive Agreement to WMATA, for any delays caused by acts of God, terrorism, casualty, or other events of "force majeure", as may be further defined and agreed to in the Definitive Agreement.

7.10 Changes to Project: Changes to Project, which increase Project density may be requested by the Developer, subject to the terms and conditions for such changes to the Project as may be required by WMATA in the Definitive Agreement. Such terms and conditions will require increases in rent or other compensation to WMATA.

7.11 Additional Density:

7.11.1 If prior to Lease execution, DEVELOPER receives approval for additional density over that in Section 4.1, DEVELOPER will pay additional Base Rent to be determined by multiplying such density at $60/FAR sf (subject to true-up of 3% per year from the execution of the Definitive Agreement) of additional density and multiplying the product derived (Project land value) by 7%.

7.11.2 During the term of the Lease, any densities or unit totals actually constructed on the DEVELOPER Improvements that are more than those originally shown in the Approved Site Plan will require DEVELOPER to pay additional Base Rent. The revised Base Rent payments will be determined through the three-appraiser as described in Section 7.3.4 above, with such additional Base Rent including the incremental increase associated with any actually constructed DEVELOPER Improvements.

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8. Conditions to Definitive Agreement Consummation

If each of the following conditions is not satisfied within the timeframes provided below therefor, then in such instance, DEVELOPER may terminate this Term Sheet and the Definitive Agreement upon ten (10) days written notice to WMATA, in which event WMATA shall return the entire Security Deposit to DEVELOPER and both DEVELOPER and WMATA shall be relieved of any further obligations hereunder other than such obligations as shall, pursuant to the terms hereof or the Definitive Agreement, expressly survive termination of this Term Sheet or the Definitive Agreement.

8.1 Design Approvals: Within sixty (60) days after the execution of the Definitive Agreement and prior to any submission to the District, DEVELOPER must obtain WMATA's approval of a conceptual Project site plan in substantial conformance with **Exhibit B**, including building elevations and floor plans and related improvements to the Leased Premises such as streetscape, plazas, and sidewalks and landscaping (the "WMATA-Approved Site Plan"). The design of the Project shall be oriented in such a manner as to encourage use of WMATA transit facilities by tenants, residents, customers, and employees (as applicable) travelling to and from the Leased Premises. DEVELOPER must make its initial submission to WMATA no more than ten (10) days after execution of the Definitive Agreement.

8.2 Study Period: DEVELOPER shall be satisfied, in its sole and exclusive judgment, with its Study Period inspections in accordance with Section 5.2 above.

8.3 Public Hearing: DEVELOPER acknowledges that WMATA has concluded that a WMATA Compact Public Hearing is not required for this Project.

8.4 Subsequent Approval: DEVELOPER acknowledges that WMATA will not be bound by the Definitive Agreement unless and until such Definitive Agreement is approved by WMATA's Board of Directors and executed by WMATA.

8.5 FTA Approval: The transaction described herein is subject to Federal Transit Administration approval (the "FTA Approval"). WMATA will apply for said FTA Approval within thirty (30) days after full execution of the Definitive Agreement. The Definitive Agreement will contain appropriate termination provisions to address the possibility that the FTA may not approve the Definitive Agreement.

8.6 Financing Contingency: Developer shall have received a commitment for construction financing from a bank or other lending institution in such amounts, and upon such terms and conditions, as shall be consistent with the approved development budget for the Project and as shall otherwise be reasonably satisfactory to Developer and WMATA.

FOIA CONFIDENTIAL TREATMENT REQUESTED

9. Special Considerations

9.1 Community Contact: Within sixty (60) days of the WMATA Board's approval of the negotiated Definitive Agreement and WMATA's written notification to DEVELOPER of such approval, DEVELOPER shall contact the appropriate community groups in the area as specified by WMATA,to apprise such groups of the Project and provide WMATA with a written report naming each group contacted, its contact person and phone number, and a brief list of issues expressed by each group. DEVELOPER's failure to perform under this provision will constitute an event of default under the Definitive Agreement.

9.2 Rezoning Approvals: DEVELOPER will be responsible for obtaining all entitlements, including, but not limited to, re-zonings, variances, special exceptions, historic district approvals, zoning modifications, TDR's or similar actions relating to the Leased Premises (collectively, "Zoning") required to allow construction of the Project on the Leased Premises. DEVELOPER will use commercially reasonable efforts to obtain such entitlements.

9.2.1 DEVELOPER will fund any and all costs of the Zoning. WMATA will not incur any costs in connection with the Zoning either in the actual Zoning process or for required on-site or off-site improvements or other work. DEVELOPER shall indemnify WMATA against any such costs.

9.2.2 At no expense to WMATA, DEVELOPER also shall be responsible for, and shall diligently and expeditiously pursue, all necessary permits and approvals, including, without limitation, land disturbance permits, building permits, and soil and erosion control measures as required by the District or any other local, state, or federal agency having jurisdiction.

9.2.3 WMATA shall cooperate with DEVELOPER in all zoning and other related land use matters.

9.3 Site Plan Approval by the District: DEVELOPER will submit to the applicable District agency or agencies a Zoning request and an application for District approval of the WMATA-approved Site Plan, for development of the Leased Premises.

9.4 WMATA Review and Approval of Site Plan: In the event that DEVELOPER makes any modifications to the Site Plan approved by the District and subsequently by WMATA (the "Approved Site Plan"), such modifications will be subject to WMATA's approval.

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9.5 WMATA Review and Approval of Construction Drawings: WMATA will have the right to approve or disapprove, and require changes to any of the DEVELOPER Improvements that materially or adversely affect WMATA's operations. The design and construction plans for the Project Improvements will incorporate the most recent revisions of WMATA's design and construction standards and criteria, including, without limitation "*STANDARDS—2007 Drawings/ Specifications/ Design Criteria*," and WMATA's *Adjacent Construction Design Manual, Revision 2* (collectively, "WMATA Design and Construction Standards").

9.6 Construction Requirements: DEVELOPER shall cause all of the components of the Project Improvements to be constructed by one or more reputable contractors having a record of successfully constructing similar projects. Construction of DEVELOPER Improvements shall be insured by one hundred percent (100%) performance and payment surety bonds with a nationally recognized corporate surety acceptable to WMATA. Such surety bonds shall name WMATA as a co-obligee, and evidence of such bonds shall be furnished by DEVELOPER to WMATA at least ten (10) calendar days prior to commencement of construction of the DEVELOPER Improvements.

9.7 Interim Improvements: intentionally omitted

9.8 Guaranty: DEVELOPER will obtain from one or more third-party Guarantors, guarantees for the completion of a) construction of the Project Improvements, b) infrastructure required by either the District of Columbia or WMATA that is not included in the Site Work, c) any demolition and removal as and when required under the terms of the Definitive Agreement, d) remediation of all hazardous materials as required by the Definitive Agreement or by applicable laws, courts or governmental authorities, and e) the timely payment and performance of all other DEVELOPER obligations under the Definitive Agreement. The Definitive Agreement will include minimum financial tests to be met by Guarantors, which will exceed the estimated costs of the aggregate payment and performance obligations under the Definitive Agreement by a reasonable margin. The adequacy of security and need for this Guarantee to be further discussed in Definitive Agreement.

9.9 Transit-Oriented Development/Continuing Transit Orientation: DEVELOPER will design the Leased Premises so as to constitute a Transit-Oriented Development, and the DEVELOPER Improvements will be maintained with a Continuing Transit Orientation, as described in FTA Notice of Final Agency Guidance on the Eligibility of Joint Development Improvements Under Federal Transit Law, which can be found at 72 FR 5788.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013875

9.10 Transit Operations: Neither the construction nor the operation of DEVELOPER's Improvements will interfere with the safety of operation of WMATA's transit facilities.

9.11 Environmental Matters: In the event that DEVELOPER engages in any excavation on the Leased Premises, DEVELOPER shall dispose of any contaminated excavated materials that DEVELOPER has knowledge of, at DEVELOPER's expense, as required by all then-applicable federal and/or State of Maryland laws or regulations. DEVELOPER agrees to indemnify and hold WMATA harmless from any environmental liability or damages, including attorney's fees and costs of remediation for which WMATA may become responsible as a result of the DEVELOPER's breach of this covenant.

10. Indemnification

DEVELOPER will indemnify and save harmless WMATA and its respective directors, officers, employees and agents for all damages and expenses that may arise in connection with any and all actions taken by DEVELOPER, its contractors, consultants or agents, or any employee of DEVELOPER, its contractors, consultants or agents, in connection with its activities under the Definitive Agreement, including all surveys, tests, investigations, construction, operations on the Leased Premises and other activities. WMATA will have the right to disapprove activities that in WMATA's sole judgment could result in injury to WMATA Transit Facilities located under the Leased Premises or breach of any agreement, or expose WMATA to any liability. No consent by WMATA will be interpreted as a waiver by WMATA or assumption of liability or risk by WMATA. As to all Study Period activities, DEVELOPER and its consultants will be obligated, at their sole cost and expense, to restore the Leased Premises to the similar condition existing immediately prior to those activities.

11. Insurance Requirements

DEVELOPER, and each of its consultants, contractors and subcontractors, will maintain at all times, at their sole cost and expense, insurance coverages and policies to protect each of them and WMATA from claims that may arise out of activities contemplated by the Definitive Agreement. The scope and limits of such coverages and policies required by WMATA will be addressed in the Definitive Agreement.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013876

12. Non-Binding Intent

This Term Sheet will have no binding effect on the parties except that DEVELOPER shall have the exclusive right to negotiate a Definitive Agreement with WMATA for a period of five (5) months from the date of this Term Sheet. Any expenditures undertaken by either party hereto are at its own risk. No contract or agreement of any sort, preliminary, final or otherwise, is intended to be created by this Term Sheet, except as described above.

Agreed this 17th day of July, 2008, by

Washington Metropolitan Area Transit Authority

By: Joel R. Washington

Joel R. Washington
Director, Office of Station Area Planning and Asset Management
Planning and Joint Development

Banneker Ventures, LLC

By:

Title: Principal

FOIA CONFIDENTIAL TREATMENT REQUESTED

District of Columbia Housing Finance Agency
815 Florida Avenue, NW Washington, DC 20001-3017

December 13, 2007

Omar A. Karim
Banneker Ventures, LLC
700 12th Street, NW, Suite 700
Washington, DC 20005

Re: Letter of Interest as part of WMATA Joint Development Solicitation
Development of three parcels on Florida Avenue, NW
Tax Exempt Bond and Low Income Housing Tax Credit Financing

Dear Mr. Karim:

The District of Columbia Housing Finance Agency ("DCHFA" or the "Agency") has reviewed your response to the Washington Metropolitan Transit Authority Joint Development Solicitation (the "Proposal Response") to redevelop the above referenced parcels (the "Project") in the Shaw neighborhood of Washington, DC (the "District").

The Agency has a strong interest in participating in the financing of the redevelopment of over 18,000 square feet of currently vacant parcels. Your proposal to develop the site into a quality mixed-use residential and retail development (aptly called The Jazz @ Florida Avenue) is consistent with the Agency's strategic objective of encouraging the development of affordable housing in vibrant mixed income and mixed-use developments. Moreover, with the proximity of the Project located directly across the street from the Agency, we are enthusiastic to partner with you to develop this site.

According to the Proposal Response, which appears to be consistent with the requirements of your Joint Development Solicitation, your proposal is as follows:

- Redevelop the site, in a mixed-use platform, into 103 high quality units of mixed-income rental housing which will be built over 11,700 square feet of ground floor retail space.
- Make 20% of the units affordable to individuals or families who earn up to 50% of the area median income (AMI).
- Partner with District Development Group and Donatelli Development, both respected developers in the redevelopment of the site.
- Include neighborhood serving retail uses including cultural and arts space.

Phone: 202-777-1600 Fax: 202-986-6705 www.dchfa.org

- Finance the $36 million development with an allocation of tax exempt bonds, equity from the sale of 4% low income housing tax credits (LIHTCs), institutional equity and possibly secondary permanent financing from the District of Columbia Department of Housing and Community Development (DHCD).

Although this letter does not represent a financing commitment from DCHFA, it does represent the Agency's strong interest in financing the subject project. Based on our current and projected bond volume cap for multifamily housing, DCHFA will be able to allocate tax exempt and/or taxable bonds and 4% LIHTCs to the Project. The final allocation of bond volume cap and low income housing tax credits will depend on the final build out, tenant mix and the resultant eligible basis of the Project.

We eagerly await your submission of a formal application for financing and are looking forward to working with you to bring this much needed and exciting project to fruition.

Sincerely,

Anthony L. Waddell
Director, Public Finance

cc: Mr. Harry D. Sewell
Mr. Cedric M. Brown
General Counsel's Office
LOI File

Overview of the WMATA Board Meeting

September 24, 2009
9:00 am

Agenda Items Impacting the District of Columbia

Planning, Development and Real Estate Committee

Action Items:

A. Leesburg Pike Metrobus Improvements Request to Conduct Public Hearings
B. Veirs Mill Road Metrobus Improvements Request to Conduct Public Hearings

Impact: These routes are in Virginia and Maryland, respectively, with no service inside the District. The changes are intended to be cost-neutral to the Authority.

Information Items:

A. Safety Report

Discussion: On the rail side, rail maintenance safety stand-down has been launched, additional personnel have been assigned to the Safety Department to assist with conducting comprehensive safety checks throughout the rail system, and safety personnel have been assigned to night shifts to increase oversight of night work activities. On bus, six bus training instructors have completed the Smith Systems (Defensive Driving) training course, and a bus safety advisory was distributed. DDOT staff questions what steps are being taken to impart the Smith Systems expertise to drivers.

Safety report was mostly favorable in comparison to year-ago levels, with clear exceptions of rail on-board injuries and derailments, both extremely serious deficiencies. Preventable and nonpreventable bus accident rates were both improved dramatically over one year ago.

B. Metro Police Crime Statistics and Significant Facts

Discussion: Crime statistics are steady from year-ago levels. MTPD arrested a serial bomb threat suspect in August, he is accused of 21 bomb threats inside the system and has been charged with federal crimes. Assaults against bus operators are down 22% from a year ago. Gallery Place remains the top station for crime incidence in the District.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013880

C. Metro Rehabilitation

Discussion: Metro is providing substantial detail of upcoming work on the system and its impact on customers.

D. Update on NextBus

Discussion: The NextBus system is operating well, with most customers (65%) accessing predictions via the web. 35% are using the phone system.

E. Elevator and Escalator Maintenance Program

Discussion: Metro is providing an overview of the escalator and elevator maintenance program. A total of 534 escalators and 236 elevators provide service to customers in the Metro system. Next year, all mechanics will be Metro employees and preventive maintenance conducted in-house per a blue ribbon panel recommendation. Metro's CIP rehabilitates 15 elevators and 30 escalators annually.

F. City Year Secret Shopper

Discussion: In the fall of 2008, City Year partnered with Council member Jim Graham to receive a $150,000 Council-approved grant to purchase bus and rail passes in exchange for implementing the Washington Metropolitan Area Transit Authority (WMATA) Secret Shopper Program. City Year corps members have conducted 1,700 surveys on rail and bus to gauge customer service issues and performance.

Board of Directors

Items from the Finance, Administration and Oversight Committee

Action Items:

A. Approve FY11 Budget Guidance

Purpose: To obtain budget guidance from the Board regarding the development of the FY2011 General Manager's Proposed Budget, and obtain Board approval of the FY2011 Budget Guidance Resolution.

Discussion: The FY11 proposed budget guidance calls for a fare increase of 6%, resulting in a nominal 1% increase in fare revenue net of elasticity and no cuts in service levels. Mainly because the currently in-place advertising contract expires at the end of FY10, non-passenger revenues will see a dramatic cut of $44.9m. Total authority revenues even with the 6% passenger fare increase are projected to be down nearly $1m from FY10 levels.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013881

Impact: Given the pro-forma scenario, total subsidy for FY11 would be $653.3m, an increase of $106.6m or nearly a 20% increase. The District has budgeted a 5.7% increase in WMATA subsidy for FY10. Clearly additional cost savings must be found, service levels reduced, fares raised more than 6%, or other revenue sources identified in order to close the gap and provide a balanced budget for Board consideration by December 2009.

B. Amend FY10 Budget for DHS-Funded Security Projects

Purpose: To inform the Finance, Administration and Oversight (FAO) Committee and the Board of Directors of the availability of 100% federally-funded U.S. Department of Homeland Security (DHS) grants; and
2. To obtain FAO concurrence and Board approval to:
(a) amend the FY 2010 Annual Budget to include federal security grants that require no matching funds, and apply $6,820,291 of grant funds to the FY10 Operating Budget, and apply $60,369,913 of grant funds to the FY 2010 Capital, Metro Matters Program;
(b) modify existing engineering, construction and equipment contracts and/or advertise and award contracts for security projects funded by the DHS funds; and
(c) authorize 25 DHS grant-funded positions to the Metro Transit Police Department.

Discussion: Despite their significant financial contributions to Metro security, and the fact that DHS grants presented in this action require no matching jurisdictional funds, most of these grants will impact future Metro budgets. DHS-funded equipment will need servicing and maintenance, just as non-DHS funded fire alarm systems need periodic testing, servicing, repairs and upgrades to keep them working. DHS grants do not pay for that work, so future Metro budgets will likely bear the load. This action does not address the sustainability challenge, except to suggest that while the transit industry operates in a heightened security status, the cost of sustaining security systems is analogous to the cost of sustaining fire suppression/alarm systems. It is a necessary business expense to maintain safety and security systems.

Impact: Action has no immediate fiscal impact on the District, but will increase future operating costs of the Authority by $1.4m in 2011 and $1.9m in 2012, with continued operating costs thereafter for maintenance of the new equipment and programs.

Items from the Planning, Development and Real Estate Committee

Action Items:

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013882

A. Amend Sale of Arlington Bus Garage Property

Purpose: Obtain Board approval to amend the Sale and Development Agreement with Ashton Park Associates, LLC to allow for a phased sale of the Arlington Bus Garage property.

Discussion: This property was advertised as available for development in the February 11, 1999, Joint Development Solicitation. Ashton Park Associates, LLC ("APA") was chosen as the selected developer of the 179,497-square-foot property, and an Interim Term Sheet was negotiated and approved. A Sale and Development Agreement was executed on June 5, 2007, which contemplated the sale of the property for office and residential development by December 31, 2009.

Due to the collapse of the real estate credit market, APA has been unable to obtain debt financing for purchase of the entire property. APA has requested a phased sale of the property to allow development of a first phase office building for a committed Federal government tenant. To facilitate this Arlington County economic development objective, staff has negotiated an Amendment to the Sale and Development Agreement that provides for the sale of the property in two or three phases, with completion by December 23, 2011, and no diminution in present value.

Impact: Proceeds from this sale will be reimbursed to the Metro Matters Capital program from which funds were advanced, pursuant to Board Resolution 2006-02, subject to reimbursement from the sale of the Arlington Bus Garage. The replacement garage, as built and operational, is shared by both Metro and Fairfax County.

B. Extension of Negotiating Period for Shaw Howard University/Florida Avenue Parcels

Purpose: Extend the negotiating period for the Shaw-Howard U./Florida Avenue joint development site by 120 days, from August 2009, to allow negotiation of a term sheet and joint development agreement to be brought to the Board in December 2009.

Discussion: In April 2009, the Board approved a 120-day period to renegotiate a term sheet for the Shaw-Howard U./Florida Avenue joint development site, which consists of three separate parcels totaling 28,892 sf located between 7th and 9th streets NW in Washington, DC. The development team, led by Banneker Ventures, LLC, proposed to lease the site from Metro for 60 years and build a minimum of 104 housing units over ground floor retail space of approximately 11,750 sf.

Upon approving the development team in June 2008, the Board requested that

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013883

an affordable housing component be included in the project. The development team then amended its financial offer to Metro to include a substantial reduction in rent to reflect its affordable housing component. The project has undergone other delays due to FTA requirements and negotiation regarding the affordable housing component.

An appraiser has been engaged, but will not complete its assignment in time for conclusion of term sheet negotiations and a Board decision in September 2009. Accordingly, and in light of the fact that the development team and staff have been reviewing a draft joint development agreement, staff proposes instead to conclude negotiations on the term sheet and joint development agreement and bring both to the Board for its consideration in December 2009.

Impact: This action will have no immediate impact on funding. Revenue from the project will be deposited into the Transit Infrastructure Investment Fund (TIIF).

C. Initiate New On-Call A-E Contracts

Purpose: To obtain Committee concurrence and Board approval to initiate six separate "On-Call" professional, architectural, engineering, and planning services contracts for Fiscal Years 2011 through 2016.

Discussion: The proposed five-year "On-Call" engineering services contracts shall be structured using six separate major specialty contracts: (1) Architectural, Structural, Civil, Electrical, Mechanical and New Projects; (2) Traction Power, (3) Communication, (4) Automatic Train Control and Track Work, (5) Automatic Fare Collection, and (6) Planning. This structure will provide increased competition, better response to technical issues and a larger knowledge base of specialty disciplines.

Impact: There is no impact on funding at this time; however, projections indicate that similar levels of funding will be expended on the new "On-Call" contracts as for the present "On-Call" contracts. The FY10 "On-Call" program includes $14,143,000 for the SF5070 contract and $4,800,000 for the SF5111 contract.

D. Initiate Orange/Blue Line System Rehabilitation Contract

Purpose: To obtain Board of Directors approval to initiate a contract to provide System Infrastructure Rehabilitation for the Orange and Blue Lines from Stadium-Armory Metrorail station to Reagan National Airport station.

Discussion: This is a continuation of the new System Infrastructure Rehabilitation Program for the Metro rail system presented at the July 24, 2008 Committee and Board Meetings. The Red Line rehabilitation – 1 contract

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013884

received Board approval to award a $177 Million contract on July 16, 2009. The Orange/Blue Line project will enhance Metro`s ability to keep the system in a state of good repair, with minimal disruption, increase productivity and reduce cost.

Work to be performed includes, but is not limited to, traction power, automatic train control, motor control centers, communications upgrades, track fasteners replacement, tunnel lighting replacement, tunnel ventilation and fire standpipe rehabilitation. Station rehabilitation includes platform slab/tile replacement, canopy roof replacement, station vaults repair, air conditioning/ventilation equipment rehabilitation and replacement, lighting, public address, closed circuit video camera (CCTV) system upgrades and elevator/escalator rehabilitation.

A contract award is anticipated for June 2010, with the projects continuing for five years after that date.

Impact: Funding for the first $41.5m is included in Metro Matters, but the remaining needed funds ($338.5m) are subject to approval via the next capital funding agreement. Rehabilitation will have significant impacts on passengers for the duration of construction due to single tracking and station closures.

E. Initiate Rail Yard Infrastructure Rehabilitation Project

Purpose: To obtain Board of Directors approval to initiate a contract to provide System Infrastructure Rehabilitation for three Rail Maintenance Yards: Alexandria, Brentwood and New Carrollton.

Discussion: This project is the first of three proposed projects for rail operations and maintenance facilities, and the third in a series of contracts, which are part of an overall System Infrastructure Renewal Program (IRPG) that was presented at the July 24, 2008 Committee Meeting. The Red Line Rehabilitation - 1 contract received Board approval to award a $177 million contract on July 16, 2009.

Examples of rehabilitation activities include: bring electrical systems into code compliance; overhaul fire hydrants; install control tower fire escapes; replace shop/building equipment (air compressors/dryers, steam cleaners, HVAC, plumbing fixtures, water heaters, boilers, sprinkler system components); upgrade security & Public Address systems; install new or replacement signage; repair or replace street and yard lights; rehabilitate bathrooms, locker rooms, office spaces; rehabilitate wear surfaces including interior/exterior walls, floors, stairs and ceilings; rehabilitate pavement/fence; restore landscaping.

Under this project, the work will be scheduled by facility with construction initiating on the Alexandria Rail Yard in early 2010 completing in late 2011 with a budget of $61.1 million. Brentwood follows in early 2011 completing in late 2012 with a budget of $36.8 million. The final yard under this contract is New Carrollton

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013885

with construction initiating in mid 2012 completing in mid 2014 with a budget of $29.8 million. A contract award is anticipated for June 2010, with the projects continuing for five years after that date.

Impact: Funding for the first $34m is included in Metro Matters, but the remaining needed funds ($93.7m) are subject to approval via the next capital funding agreement.

F. Approval of the Public Hearing Report for Cinder Bed Road Bus Garage

Purpose: To obtain concurrence from the Planning, Development and Real Estate Committee and approval, subject to a final financing plan, from the Board of Directors for: 1. The Final Public Hearing Staff Report and Final General Plans for a new bus facility; and 2. Approval of the Project and amendment of the Mass Transit Plan to add the Cinder Bed Road Bus Facility.

Discussion: The proposed action taken to the public hearing is for a new bus facility in Fairfax County on Cinder Bed Road. The facility would house up to 160 buses with a LEED Silver rating and with capability for Compressed Natural Gas (CNG) buses. The Public Hearing was held on July 28, 2009 in Fairfax County and one person testified in opposition to the proposal due to traffic concerns. The Public Hearing comment period closed at 5:00PM on August 7, 2009 at which time five additional written comments were received. Four of the written comments oppose the proposed action primarily on concerns related to traffic in the vicinity of the new facility. The fifth comment came from Fairfax County staff with technical comments that will be addressed as the project moves forward into final design.

Impact: No Budget approval is being sought with this action. The budget and funds approved by the Board in April 2009 included the costs associated with the holding of the public hearing.

Items from the Planning, Development and Real Estate Committee

Action Items:

A. Leesburg Pike Metrobus Improvements Request to Conduct Public Hearings
B. Veirs Mill Road Metrobus Improvements Request to Conduct Public Hearings

These items are discussed in the committee briefing above.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013886

Administrative Items

Note: there are 31 administrative items this month and they will not be detailed for purposes of this briefing. The bulk of the actions (numbers 5-31) are made necessary due to the Board's decision to more carefully consider the Plan of Contracts and defer committee action; but certain contract items must proceed now so Authority business is not interrupted. None of the very high value Plan of Contracts items notable for their extremely large impact are included in this list. Each item is shown with the expected value.

Action Items:

1. Ratification of International Travel for Deputy Chief Erhart Olson
2. Approval to Initiate & Award Contracts - Regional Customer Service Center, Compact Point of Sale Networks, & Communication Networks (FY11 operating: $8,260,000)
3. Approval to Initiate & Award a Sole Source Contract to Alstom to Repair Door Control Units on 1000-Series Railcars (FY11 capital: $638,000)

Items originally on the Plan of Contracts follow:

4. Approval to Initiate & Award a Contract for Environmentally-Friendly Air Compressors Installation – Plan of Contracts # 91 ($5,893,860)
5. Approval to Initiate & Award Contracts for Traction Power Cable Installation – Plan of Contracts # 15 ($3,900,000)
6. Approval to Modify Contract FN5089 for Traction Power Substation Equipment Installation – Plan of Contracts # 17 ($1,500,000)
7. Approval to Initiate & Award Contract for Development & Implementation of GIS & Web Apps – POC # 45-47 & 118-122 ($2,272,865)
8. Approval to Initiate & Award Contracts for Mainframe Application Migration – Plan of Contracts # 69, 72, 75 ($4,900,000)
9. Approval to Initiate & Award Contracts for Upgrade of Maximo Applications – Plan of Contracts # 77-80 ($740,000)
10. Approval to Initiate & Award Competitive & Sole Source Contracts - Bus Repairable Parts & Project Management – POC # 83 ($4,825,689)
11. Approval to Initiate & Award Contracts for the Build-Out of Bus OCC at CTF – Plan of Contracts # 85 ($2,000,000)
12. Approval to Initiate & Award Competitive & Sole Source Contracts - Bus Support Equip & Project Management – POC # 87 ($1,286,000)
13. Approval to Initiate & Award a Contract(s) - Data Center & Infrastructure Consultant Services – POC # 104-107 ($1,062,578)
14. Approval to Initiate & Award a Contract for Police Sedans – Plan of Contracts #125 ($1,005,000)

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013887

15. Approval to Initiate & Award a Contract for Police Light Duty Trucks – Plan of Contracts #127 ($306,870)
16. Approval to Initiate & Award a Contract - Improve Audio Quality of CRCS – POC # 135 ($750,000)
17. Approval to Initiate & Award a Contract for Turnouts and Crossovers – Plan of Contracts # 142 ($2,700,000)
18. Approval to Initiate & Award a Contract for Guarded Turnouts for Mt. Vernon – Plan of Contracts # 148 ($200,000)
19. Approval to Modify a Contract for Traction Power Cable Purchase – Plan of Contracts # 18 ($1,500,000)
20. Approval to Modify Contract FN5088 - Traction Power Substation Equipment Install – POC # 19 ($1,000,000)
21. Approval to Modify a Contract for Traction Bond Cable Installation – Plan of Contracts # 21 ($780,000)
22. Approval to Modify a Contract for Purchase & Installation of Feeder Cable for Drainage Pump Stations – POC # 22 ($600,000)
23. Approval to Modify a Contract to Repair Concrete Structural Slabs - Bladensburg Bus Facilities – POC # 23 ($500,000)
24. Approval to Modify Contract for On-Call Environmental Services – Plan of Contracts # 27 ($400,000)
25. Approval to Modify a Contract for Rehab of Air Conditioning and Ventilation Sys – POC # 28 ($320,000)
26. Approval to Modify a Contract for Metro Center Drainage Pump Station Feeder Rehab – Plan of Contracts # 31 ($275,000)
27. Approval to Modify a Contract to Replace Track Fasteners at Shady Grove Railcar Wash – Plan of Contracts # 33 ($275,000)
28. Approval to Modify a Contract - Install of Additional Fire Standpipe - Pentagon Station – POC # 37 ($150,000)
29. Approval to Modify a Contract - On-Call Engineering Services for the Office of SmarTrip® – POC # 59, 60 ($2,700,000)
30. Approval to Initiate & Award Contracts for Rail Support Equipment – Plan of Contracts # 114 ($2,887,000)
31. Approval of Capital Funding Component for Option Year 2 for RCSC – POC # 61, 63 ($840,000)

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013888

From:	Fuller, Freddie (DDOT)
To:	Klein, Gabe (DDOT); Graham, Jim (COUNCIL); jim@grahamwone.com; Albert, Neil (DMPED); Anthony R. Giancola ; Logan, Myra (COUNCIL); Kass, Jonathon (COUNCIL); Weinbaum, Jamison (DMPED); Fuller, Yohance (DMPED); Brown, Michael (Council); Boardman-Schroyer, Kilin (Council)
Cc:	Torruellas, Circe (DDOT); Onyekwere, Emmanuel (DDOT); Noye, Catondra (DDOT); Hughey, Tomika (DDOT); Strauss, Steve (DDOT); Pickering, William (DDOT); Rhones, Aaron (DDOT); Overman, Aaron (DDOT)
Subject:	WMATA Board Briefing 6.25.09
Date:	Wednesday, June 24, 2009 9:25:46 AM
Attachments:	Board Briefing 06 25 09.doc

WMATA Board Members and Director Klein:

Please find attached a report providing an overview of the WMATA Board of Directors Meetings for Thursday, June 25, 2009 at 9:00 a.m. This report provides agenda items that significantly impact the District of Columbia. It includes an overview of the agenda item and potential impacts it may have on the District.

Please feel free to contact me at 202-673-1735 if you have any questions or comments.

Thanks,

Freddie C. Fuller II
Associate Director
District Department of Transportation (DDOT)
Mass Transit Administration
2217 14th Street NW, 2nd Floor
Washington, DC 20009-4401
(202) 673-1735 office
(202) 345-2447 mobile
(202) 673-1734 fax
freddie.fuller@dc.gov

Overview of the WMATA Board Meeting

June 25, 2009
9:00 am

Agenda Items Impacting the District of Columbia

Customer Service, Operations and Safety Committee

Action Items

A. Approval of Retail Services Demonstration Program

Purpose: To gain Board approval to issue a Request for Proposals (RFP) for a three-year Retail Demonstration Program with five one-year options.

Discussion: This RFP would seek proposals for retail services at all 86 Metrorail stations with locations subject to approval by operational departments. Multiple license awards may be made under this solicitation.

The sale of food, beverages, alcohol and tobacco would be prohibited, and proposals would not be accepted for these items, per Board direction from the earlier presentation of the proposal.

All types of retail structures would be considered: kiosks, carts, vending machines and mobile units. Licenses would be required, with Metro`s assistance, to obtain all local jurisdictional approvals and permits.

Impact: Action is expected to generate net positive revenue for Metro, but the amount will be unknown until proposals are received.

Information Items

A. Safety and Security Report

Purpose: To provide the Committee with an update on Safety and Security as of April 2009.

Discussion: Metrorail and Metrobus safety data continue to show downward trends for passenger and facility occupant injuries; however this report's timeframe does not cover this week's tragic rail incident and associated injuries and fatalities.

Crime trend data identified that the vast majority of robberies were the unarmed snatching of personal electronic devices from passengers. MTPD has

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013890

established a plainclothes robbery detail and adjusted deployment schedules in an attempt to curb this problem.

B. NextBus

Purpose: To provide the Committee with an update on the status of NextBus and the rollout effective July 1, 2009.

Discussion: On July 1, 2009, Metro will relaunch the NextBus system which had been discontinued temporarily in October 2007. The prior launch suffered from reliability issues and was deemed non-functional. While the NextBus technology was not at fault, the information supplied to the NextBus system by the Metrobuses themselves was not working to a sufficient degree of accuracy and the resulting arrival predictions were poor as a result. WMATA has since upgraded their on-bus technology as well as backoffice servers to allow the system to function appropriately.

Information will be made available on the web, via mobile devices, on electronic signs, and on voice readers (at stops, and on telephone using voice response).

C. Operational Performance

Purpose: To provide the Committee with monthly operational highlights for April and system performance trends for FY09.

Discussion: Rail on-time performance for the month of April was 93%, slightly below goal of 95%. Average weekday bus ridership is down nearly 3,000 riders per day as compared to FY08 complete; WMATA has yet to fully explain the causes of stagnant bus ridership. Possibly, some riders were lost from the system completely with the elimination of paper transfers or they are now taking fewer trips. Elevator availability was at goal, but escalator availability was below the 93% goal at 90.4%. MetroAccess on-time performance is near 92% with average daily ridership up 57% from FY08.

Metrobus on-time performance by day shows the same trend as last month: nearly 90% of trips in the a.m. peak operating on-time, with performance degrading for the rest of the day. Approximately 1/3 of all trips in the p.m. peak arrive outside their scheduled window.

MDBF statistics by bus fleet were updated – all three types of newer buses (CNG, Hybrid, Clean Diesel) consistently perform better than the 'all other fleets' category consisting of all older diesel buses. On average for FY09, clean diesel performs the best in terms of reliability, followed by CNG and Hybrid, but the relative differences are small compared to the older buses as a group. 58% of the bus fleet consists of the older buses.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013891

Cost avoidance of MetroAccess patrons taking advantage of free rides on Metrobus/Metrorail is projected at $18 million for FY09.

No longer shown are escalators and elevators with long periods out of service (the so-called dirty dozen list).

Board of Directors

Items from the Planning, Development and Real Estate Committee

Action Items

A. Lease of Easement Rights at Shaw-Howard University Station
Purpose: To request Board approval of a lease to Broadcast Center Partners (BCP), LLC with option to purchase various easement rights from Metro at the Shaw-Howard University Metrorail station north entrance.

Discussion: The proposed lease area includes an easement over Metro`s escalator parcel for window washing on the front facade of the office building, an easement over Metro`s elevator parcel for portion of office building entrance, and underground easements for part of parking garage and office building footings.

Term of the lease is 99 years commencing when BCP closes on its Land Disposition and Development Agreement with the District. The agreement calls for an initial payment of $336,000 with the balance of $864,000 paid out over 99-year lease term with interest. Annual Rent paid in the amount of $61,413 will total $6,079,887 over the 99-year life of the agreement.

This is a revenue generating contract with funds to be deposited into the Transit Infrastructure Investment Fund ("TIIF"). Use of these funds is restricted to Federal Transit Administration-eligible capital projects.

B. Approval to Hold a Public Hearing for Cinder Bed Road Bus Garage

Purpose: To obtain concurrence from the Planning, Development and Real Estate Committee and approval from the Board of Directors to authorize staff to conduct a Public Hearing for a new bus facility to be located on Cinder Bed Road in Fairfax County. The facility would replace the aging Royal Street garage.

Discussion:
The project was initiated by way of an unsolicited proposal by a developer to support the construction of a replacement facility to Royal Street and develop the former site. Bus capacity is proposed to expand from 71 at Royal to 160 at Cinder Bed Road.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013892

Impact: Proposed facility is 13 miles from existing Royal Street garage and WMATA acknowledges that there are probable added deadheading costs to serve bus routes out of the new facility, but have not explicitly quantified them. DC Village is nearly 7 miles from former Southeastern Garage to the new garage and came saddled with an additional $4.8 million per year in deadheading costs until the new facility is built. Though this is only an authorization for a public hearing and does not authorize the project, board members may wish to inquire why there is no indication as to who will pay for added deadhead costs from the relocation of Royal Street garage and how much they are.

C. Authorization to Negotiate and Execute a MOU with Montgomery County for Wheaton Redevelopment

Purpose: Authorize (1) inclusion of Metro properties at Wheaton Station in a Montgomery County solicitation similar to Metro`s Request for Qualifications process in which a developer is selected to help plan an ultimate redevelopment, and (2) execution of a Memorandum of Understanding ("MOU") with Montgomery County defining the basic ground rules under which the Metro property would be included.

Discussion: Two properties at the Wheaton station were the subject of a Metro solicitation by which the selected developer was to build an apartment project on the east side of Georgia Avenue and an office building on the west side. The apartment building is now substantially complete, but the developer was not able to find tenants for the office building and withdrew. A short time later, Metro was contacted by Montgomery County, which is interested in finding a developer to redevelop downtown Wheaton. The County will include its property on the same block as the Wheaton bus station and Metrorail station entrance, as well as others in the adjoining blocks.

Impact: There is no current impact on funding. Assuming the process contemplated by the MOU is successful, there will be future agreements which, if approved by the Metro Board, would likely generate revenue and/or improved station access. However, there are no immediate financial consequences of executing the MOU.

Information Items

A. Bus Facility Plan

Purpose: The presentation describes pending action that address:
1. The activities underway to replace the Southeastern bus garage in the District of Columbia (which was vacated in 2008) with a new bus facility at DC Village,
2. The planning efforts to replace Southern bus garage in Prince George's County with a new bus facility and the potential to expand this 103-bus facility to

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013893

a 220-bus capacity, and
3. The activities underway to replace the Royal Street bus garage in Alexandria with the new Cinder Bed Road facility in Fairfax County with the capacity to expand from 83 buses to 150 buses.

Discussion: Though there is much interest in closing down Northern Bus Garage and this action calls for a solicitation for turning this property over to private interests, WMATA has not fully calculated or presented a detailed plan for phasing this shutdown and how it would impact systemwide capacity or increase deadheading costs. Before a decision is made on Northern, such a plan should be fully vetted with DDOT and District officials.

Impact: Funding sources for any of these projects are not currently budgeted or within an adopted capital improvement plan.

Items from the Finance, Administration and Oversight Committee

Action Items:

A. Capital Budget Amendment for the Columbia Pike Streetcar – Environmental Planning and Preliminary Engineering

Purpose: Obtain approval to (1) establish a reimbursable project entitled "Columbia Pike Streetcar - Environmental Planning and Preliminary Engineering" to be included in the FY 2010 Reimbursable Projects Budget and (2) negotiate and execute separate reimbursable agreements with Arlington County and Fairfax County.

Impact: None to the District. Metro proposes to develop interoperability standards for light rail and streetcars under the FY 2010 Project Development Program, which will have future positive impact on the District should we choose to engage Metro on the construction and possible operation of a District streetcar network.

B. Approve FY 2010 Budget for referral to Board of Directors

Purpose: To present to the Board of Director's Finance, Administration and Oversight Committee the General Manager's FY 2010 budget of $2.1 billion for approval.

Discussion: Metro's FY 2010 operating portion of the budget totals $1.4 billion which includes operating revenue, expense and subsidy and the FY 2010 Metro

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013894

Matters capital and projects portion of the budget which totals $0.7 billion. This action approves the budget.

Impact: The fiscal impact of approving Metro's operating budget on the District is approximately $53 million per quarter for the base operating subsidy. There is an additional amount for new debt issuance for Metro Matters projects funded through the operating subsidy of about $3.38 million (per local funding agreement, LFA) and a capital subsidy $15 million for a grand total of $71.28 million per quarter.

C. Amendment to the Procurement Policy

Purpose: To request Board approval to amend Chapter 1 of the Procurement Procedures Manual to implement procurement streamlining initiatives.

Discussion: In September 2007, the Board of Directors approved procurement streamlining initiatives based upon recommendations from a peer review performed in December 2006 by the National Institute of Government Purchasing.

In preparation for receipt of federal grant funding through American Recovery and Reinvestment Act of 2009, the Authority developed a Plan of Contracts for stimulus projects and presented this plan to the Board on March 26, 2009 for review and approval.

In general, the changes will grant the General Manager approval authority for most contractual matters, regardless of dollar value, if the contracts appear on the Plan of Contracts that will be approved annually with the budget. The requested changes involve authority to: initiate procurements, award and modify contracts, including sole source contracts.

Subsequent discussion with the JCC assured staff that the measures meet or exceed Federal standards in all cases, and that the annual adopted Plan of Contracts is a critical check on the sole-source contracts because any sole-source not listed on the fiscal year Plan of Contracts must come to the Board as a separate item.

Impact: Action has no impact on the District.

D. *Review of MetroAccess Ridership, Cost and Policy and Extension of Contracting Authority.*

Purpose: To provide the Board of Directors with a detailed briefing on the source and nature of growing ridership and cost associated with the MetroAccess paratransit service; and (2) to request approximately $200 million in additional

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013895

contracting authority to continue the paratransit service contract through FY 2011.

Discussion: The detailed briefing includes data on the sources of Paratransit ridership growth by jurisdiction. There is a discussion of the treatment of the evolution of the service from a policy perspective and its corresponding impact on growth. Data on the MetroAccess Free Ride Program and APTA Peer Review were also included.

Impact: The FY 2010 portion of this request ($90 million) is already included in the FY 2010 budget, has no adverse impact on the District. In FY 2011, $100 million in additional contract authority would be subject to Board approval as part of the FY 2011 budget.

Items from the Customer Service, Operations and Safety Committee

Action Items

A. Approval of Retail Services Demonstration Program

See discussion of this item earlier in this briefing.

Administrative Items

Action Items

1. Approval to Initiate & Award a Contract for Environmental Mitigation - Rohr Car HVAC Project

Purpose: To request Board approval to initiate and award a competitive contract for environmental mitigation in the Rohr railcars as part of the Rohr car HVAC project.

Discussion: As part of the Rohr 1000-Series HVAC overhaul, the evaporator coils will be thoroughly cleaned and new AC blower motors, blower wheels, and inverters will be installed. Environmental mitigation services are required during the performance of this work to remove non-friable material from the evaporator units located at the front and rear of each Rohr car. Amount is not to exceed $400,000.

2. Approval to Revise Morgan Boulevard Station Connection Agreement

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013896

Purpose: Obtain Board approval of revised terms to the Connection Agreement with Camden Summit Partnership, L.P. for a pedestrian connection at the Morgan Boulevard Metrorail station.

Discussion: Metro staff has been working with the new Camden team on an acceptable, safe connection between the Camden 478-unit development and the Morgan Boulevard Metrorail station. As a result of recent negotiations, Camden is willing to construct a pedestrian connection which includes sidewalks, stairs, an ADA-compliant ramp, lighting, landscaping, hardscape and an irrigation/drainage system and to maintain the approximately 32,189 square feet of Metro property between the Camden project and the Morgan Boulevard station under a 20-year term agreement, with Camden contributing $75,000 to Metro upfront and escalating fees beginning at $6,450 annually. This is a revenue generating contract with fees to be deposited into the Transit Infrastructure Investment Fund ("TIIF"). Use of these funds is restricted to Federal Transit Administration eligible projects.

3. Approval of FY2010 Project Development Program

Purpose: Obtain Board approval of the projects included in the Fiscal 2010 Project Development Program, totaling $3 million.

Discussion: District projects include DC Bus Service Development Studies, DC On-Street Bus Terminals, Union Station Capacity and Access Study, Planning Support, Stakeholder participation in transit land use studies, Joint Development planning support. Regional projects include Regional Transit System Plan (Core Capacity), Interoperability Standards for Light Rail and Streetcar Systems, Capital Improvement Plan Update.

4. Extend Negotiation Period for Navy Yard Chiller Site

Purpose: Approve a 180-day extension for negotiating an agreement for the Navy Yard Chiller joint development site.

Discussion: On July 24, 2008, the Metro Board of Directors selected Donatelli Development (Developer) to redevelop the 14,100sf Navy Yard chiller plant joint development site, located at Half and L streets, SE, to provide approximately 84 housing units and 3,500sf of ground floor retail space under a ground lease with an initial term of 60 years. At its own cost, the Developer will place two new, larger chillers within the development and relocate Metro field trailers now on the site to service yard locations selected by Metro.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013897

A draft joint development agreement and lease exhibit are being finalized. An extension of 180 days from the date of this Board action is requested for negotiating the agreement and bringing it to the Board for approval.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013898

From: Jim Graham
To: Woodland, Calvin (COUNCIL); DeTaeye, John (COUNCIL)
Subject: FW: lottery story
Date: Thursday, August 25, 2011 11:43:27 AM

FYI, only

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me. For most effective communication, please use my direct email address: jim@grahamwone.com

Jim Graham, Councilmember, Ward One, 1350 Pa. Ave., NW, #105, Washington, DC 20004. 202-724-8181; 202-724-8109 (fax).

Chairman, Committee on Human Services (including alcohol regulation). Main Committee Number: 202-724-8195. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

***Website:* www.grahamwone.com**

From: Zvenyach, Vladlen David (Council) [mailto:vzvenyach@DCCOUNCIL.US]
Sent: Thursday, August 25, 2011 11:40 AM
To: Jim Graham
Subject: Fw: lottery story

From: Zvenyach, Vladlen David (Council)
To: Jeffrey M. Anderson
Sent: Thu Aug 25 11:36:11 2011
Subject: FW: lottery story
Jeff,
Councilmember Graham forwarded to me the email below. Plaintiff's allegations, while untrue, are the subject of pending litigation and it would be inappropriate to offer any additional comment on the matter. Given that the deposition subpoenas will be challenged, it would be especially inappropriate to seek to litigate the matter through the press, notwithstanding Plaintiff's apparent desire to do so.
Regards,
Dave

V. David Zvenyach
General Counsel
Council of the District of Columbia
(202) 724-8026
www.dccouncil.us

From: "Jeffrey M. Anderson" <jmanderson@washingtontimes.com>
Date: August 23, 2011 4:01:17 PM EDT
To: "John (COUNCIL) DeTaeye" <JDeTaeye@DCCOUNCIL.US>
Subject: lottery story

john,

has the councilman been served with that deposition subpoena yet? are you all going to cooperate or go through counsel to resist?

i've left messages for the councilmember and have not heard back on the other questions. we are asking him to respond to the claims made by the representatives of the w2tech team, which i understand prompted a subpoena and an interview with alaka williams before the office of integrity and oversight, which is out of gandhi's office. the email reactions from the williams team, especially their lawyer, a. scott bolden, are very clear and consistent in their version of events, which states that mr. graham offered to support their lottery award if williams would jump off a wmata award he won with banneker.

please let me know if mr. graham is willing to offer his version of events, and his thoughts on whether OIO is independent enough to conduct an investigation of a procurement run by the CFO, and whether the OIG is motivated to follow through with a vigorous investigation on the request of the former AG.

also, what does he think about the online gaming proposal, including how it was handled, and who is involved with getting it through the council?

finally, does he have any concerns about the local bidder, mr. bailey, based on published reports that reflect on his business background and representations of same?

thanks for your attention.

jeff

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individuals to whom it is addressed and may contain information that is privileged and confidential, the disclosure of which is prohibited by law. If the reader of this transmission is not the intended recipient, you are hereby notified that any dissemination, distribution or copying
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December 4, 2007

Moddie Turay, President
Moddie Turay Company, LLC
2500 Q Street., NW Suite 338
Washington, DC 20007

Re: Shaw-Howard Florida Avenue Joint Development Site

Dear Mr. Turay:

Thank you for the submission of your proposal for the above-referenced 2007 Joint Development Solicitation (JDS) site.

The purpose of this letter is to bring to your attention missing or incomplete items or items that require further discussion and clarification. We would like to schedule an oral presentation by your team on December 17, 2007 at 1 p.m. at WMATA headquarters and have attached instructions for the presentation. We ask that you provide 10 copies of the supplementary information requested in this letter not later than the presentation and preferably before so that we may first review it.

The following items need clarification, correction or completion:

Technical Information
What is the experience of the team in actually carrying out a residential development? This was not apparent from your proposal.

What is the contractual arrangement between Moddie Turay Company and Clark Enterpises? Has an agreement been worked out?

What, if any, zoning approvals or variances will you be seeking for Parcels 1 or 3?

Assess the market for rental apartments in the area now that conversions of condominium projects to rental product are occurring. Is the market becoming oversaturated with rentals and would you expect to experience difficulty in obtaining financing for your project.?

Do you have prospective tenants for the retail components of your project?

You appear to close the alley between 8th and 9th streets. Do you regard this as feasible? Can you obtain agreement from adjacent property owners?

Calculations of annual property, sales and any other taxes to the local jurisdiction are missing from your proposal. Please provide.

Economic Information

Note that your valuation of the site is considerably below WMATA's appraisal and needs to be increased substantially or your offer cannot be considered.

WMATA expects escalation in the sale or rent amount from today's values if closing is delayed beyond a year. Please indicate how you would satisfy this requirement.

Please be more precise about how you derived fair market value indicated as $6,496,200.

The pro forma rent, $279,000 annually does not seem to square with your statement that you will pay 8% of land value. Nor does escalation, stated as 2.5% annually , appear to take place in the pro forma.

Schedule: since rent does not start until stabilization, please indicate the outside date for stabilization.

WMATA also expects and receives participations in capital events and in cash flow (or, alternatively to cash flow, revaluation of the project in which rent values do not fall below the previous year). Please provide your proposal.

Is it expected that Clark Enterprises will provide the equity for this project? Do you have alternative equity sources?

Please submit the balance sheet that the proposal indicates will be provided under separate cover.

We look forward to your presentation and to further discussion on this project.

Sincerely,

/s/

Joel R. Washington, Director
Station Area Planning and Asset Management

Attachment

MTC
Moddie Turay Company

December 17, 2007

Mr. Joel R. Washington, Director
Station Area Planning and Asset Manager
Washington Area Metropolitan Transit Authority
600 Fifth Street, NW
Washington, DC 20001

Re: SHAW-HOWARD FLORIDA AVENUE JOINT DEVELOPMENT SITE

Dear Mr. Washington:

Thank you for reviewing my proposal. I hope the following responses address your questions and provide clarifications on our proposal.

I. Technical Information

1. What is the experience of the team in actually carrying out a residential development? This was not apparent from your proposal.

Our development team has significant residential development experience in the Washington DC Metropolitan Area and nationwide. Clark's portfolio of projects includes some of the most prominent in the market and reflects the company's extensive knowledge of the residential real estate industry. Clark has acted as the developer and co-developer in numerous joint ventures with qualified development partners, such as Moddie Turay Company, LLC (MTC). Clark has decided to form an ongoing strategic partnership with MTC based on MTC's principal's significant experience in managerial roles, while at Western Development Corporation, on some of the most complex mixed-use projects in the Washington DC Metropolitan Area.

MTC also has significant experience working with District officials and community members. Clark offers unparalleled resources to meet the needs of any joint venture. Clark has, in-house and at the ready disposal of our development team, substantial expertise to bring to every phase of the development process. Further, Clark is not only the largest, private general contractor in the United States, but also one of the largest residential developers in the Washington Metropolitan Area. In the past seven years, Clark has developed (or has under development) more than $6 billion of real estate, including numerous large-scale residential real estate developments. Clark will provide the equity for the project and act as the co-developer and general contractor in the joint venture with MTC, providing all of the necessary development services needed to create a world-class mixed-use project along Florida Avenue.

Below are some examples of our most recent residential projects:

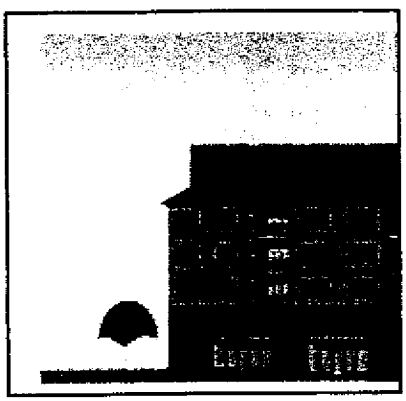
Moddie Turay Company
moddie@moddieturay.com
3222 M St., NW, Suite 140
Washington, DC 20007
(P): 202.413.4160
(F): 202.342.1458

FOIA CONFIDENTIAL TREATMENT REQUESTED

MTC
Moddie Turay Company

Fort Totten Park Apartments
308-Unit, Transit-Oriented Development

Phase I at Fort Totten is a joint-development project with Clark and Washington Metropolitan Area Transit Authority (WMATA). This 308-unit luxury apartment community is located directly adjacent to Fort Totten Metro transit station. The four- story buildings feature hardi-plank "Italianate train station" architecture, garage and surface parking, and 5,000 square feet of retail. Residences have a variety of features, including private terraces or balconies, washer/dryers, and loft-style studios. Community amenities include a swimming pool, a fitness center, a room for parties and event, and a lounge.



Address: Galloway and Third ST, NE WDC
Architect: Burt Hill Kosar Rittelmann Associates
Completion: December 2007
Clark's Role: Developer, Manager

3883 Connecticut Avenue:
Nine-Story, 157-Unit Class A Apartment Community

3883 Connecticut Avenue is a luxury, nine-story apartment community offering 157 homes with state-of-the-art amenities in the upper northwest section of Washington, DC, in the desirable Cleveland Park neighborhood. The apartment are pre-wired for high-speed Internet access in each kitchen, living room, bedroom, and den, and they will also offer multiple phone lines and cable television jacks. Interior amenities include full-size washers/dryers, dishwashers, granite kitchen countertops, ceramic title entry foyers, and optional soaker tubs. Recreational amenities include a rooftop pool, fully-equipped fitness center, business center, and multipurpose room. The building also features a grand lobby, 24-hour doorman, and concierge service. Parking is provided in three-level underground garage.

Address: 3883 Connecticut Avenue, WDC
Architect: Weihe Partnership
Completion: August 2002
Clark's Role: Owner, Developer, General Contractor, Property Manager

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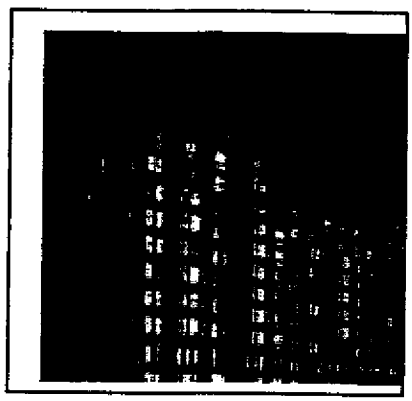
FOIA CONFIDENTIAL TREATMENT REQUESTED

MTC
Moddie Turay Company

The Clarendon
292 Luxury Apartment Units

The Clarendon is a unique 292-unit luxury community incorporating unusual architectural features, as it integrates a 12-Story tower with a four-story building and has a public street passing through its center.

The Clarendon offer more than 60 distinct floor plans, including industrial-style loft units. Select apartments offer balconies, private terraces, oversized windows, French doors, sliding glass doors, fireplaces, and granite kitchen countertops. In addition, each apartment is pre-wired for high-speed internet access and satellite television. Community amenities include a courtyard pool with sundeck, underground parking, a business center, 24-hour fitness center, and concierge services.



Address: 1200 N. Herndon Street, Arlington, VA
Architect: Torti Gallas and Partners
Completion: March 2005
Clark's Role: Owner, Developer, General Contractor, Property Manager

2. **What is the contractual arrangement between Moddie Turay Company and Clark Enterprises? Has an agreement been worked out?**

   Clark and the Moddie Turay Company have formed a joint venture under the legal entity, Renaissance Row LLC, and are currently in the final stages of negotiating the joint venture terms. An agreement is expected to be signed by the end of December. The arrangement provides that Clark will fund 100% of the total equity for the project. Clark and Moddie Turay Company will jointly develop the project and will use resources of both companies.

3. **What, if any, zoning approvals or variances will you be seeking Parcels 1 or 3?**

   We are confident that we can build what we have presented based on our preliminary evaluation of the current zoning. However, as we proceed with the entitlement process and as our project is refined, we may determine that may require a variance. At this time, we do not anticipate needing a variance. However, if we are selected, we will remain in consultation with our land use counsel.

4. **Assess the market for rental apartments in the area now the conversions of condominium projects to rental product are occurring. Is the market becoming oversaturated with rentals and would you expect to experience difficulty in obtaining financing for your project?**

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FOIA CONFIDENTIAL TREATMENT REQUESTED

Apartment vacancy in the District of Columbia is forecasted at 3.1% with effective rent increasing 5% from last year. Clark is the owner of over 5,000 apartment units in the Washington Metropolitan Area. We feel the Shaw neighborhood is a growth area that can sustain the current in flux of condominium conversions and speaks directly to our long term investment strategy to acquire, develop and own high quality, well-located real estate opportunities in the Washington Metropolitan area. Since its inception in 1972, Clark has become one of the nation's largest privately held companies and based on Clark's track record, we do not anticipate difficulties in obtaining financing for Renaissance Row with any number of Clark's long term banking relationships. *See the attached letter from Maury Zanoff, CBRE, which confirms our ability to obtain financing.*

5. **Do you have prospective tenants for retail components of your project?**

Renaissance Row, LLC provided letters of interest from prospective tenants in our proposal, and we have re-attached them to this response for your review. The following are local retailers we believe will greatly contribute to our vision of creating a first class mixed use project with a neighborhood feel that will speak to the past present and future Shaw neighborhood.

Tryst: We have a letter of interest from the owner, Constantine Stavropoulos, of Tryst Coffeehouse, Open City restaurant, and the Diner. All three of his establishments are wildly successful neighborhood and DC staples. Constantine is extremely excited about creating what he calls "neighborhood gathering places" at Renaissance Row.

Yes! Organic Market: Yes! Organic Grocery has six locations in Washington DC and considers the Shaw neighborhood a key area for its growth. An organic grocery such as Yes! is a great addition to the retail mix and will further promote a neighborhood feel. The concept for this location will be relatively similar to Dean & Deluca in Georgetown with wine and spirits, prepared foods and outdoor seating that will help activate the streetscape.

Hank's Oyster Bar: With locations in Dupont Circle and Old Town Alexandria, Hank's is a well-established neighborhood restaurant with a strong following and great food. The owner, Jamie Leeds, established her reputation for serving creative American comfort foods at 15 Ria and continues her artistry with New England style beach fare.

Art Vines: Art Vines is a new Art Gallery/Lounge Bar concept scheduled to open in downtown on 7th St NW in the spring of 2008. This venue would be a home run for the 24/7 environment we want to create at Renaissance Row and will promote local artists and serve as a gathering place for both wine and art enthusiasts.

6. **You appear to close the alley between 8th and 9th streets. Do you regard this as feasible? Can you obtain agreement from adjacent property owners?**

Yes, we do regard this as feasible. It is called for in the Duke Ellington Plan and thus supported by the regulatory agencies. We also believe we can obtain agreements from the adjacent property owners. Also, as an alternative strategy, we could re-configure the site plan to create an alley throughput to transverse the WMATA property if alley access is necessary.

7. **Calculations of annual property, sales and any other taxes to the local jurisdiction are missing from your proposal.**

FOIA CONFIDENTIAL TREATMENT REQUESTED

MTC
Moddie Turay Company

The calculations of annual property, sales and any other taxes to the local jurisdictions are included as an attachment.

II. Economic Information

1. **Note that your valuation of the site is considerably below WMATA's appraisal and needs to be increased substantially or your offer cannot be considered.**

   Please see the answer to question number 3.

2. **WMATA expects escalation in the sale or rent amount from today's values if closing is delayed beyond a year. Please indicate how you would satisfy this requirement.**

   In the scenario of an out-right sale, we propose that the land value escalate 2.5% annually until closing. In the scenario of a ground lease, we propose that the land value escalate 2.0% until stabilization.

3. **Please be more precise about how you derived fair market value indicated as $6,496,200.**

   The land market has significantly changed since the condo run up of values in 2005 and the credit crunch during the past year. Accordingly, we value the WMATA land at $50 per FAR SF. We arrived at this number by analyzing comparable land sales in the surrounding neighborhood and adjusting to account for the market differences in the Shaw neighborhood as compared to the more mature U Street area. An example is set forth below:

   a. 2400 14th Street – located at 14th and Florida near the 14th and U ST market. The land traded to Level 2 Development on 3/7/2006 for $13,270,000 or $55 per FAR SF. Rental rates are $2.90-3.00 per SF in the 14th and U ST market. We are projecting slightly lower rents for the WMATA site of $2.65 per SF based on market information. As such, the land should be valued at less than $55 per FAR SF.

   The land is zoned Arts Overlay/C-2-B. With the Arts Overlay, we can build up to a 4.5 FAR. This results in a fair market value of $6,496,200 at $50 per FAR SF. Should we decide to pursue a Planned Unit Development, the FAR will increase up to 6.0. Accordingly, this results in an increased fair market value of $8,661,600 at $50 per FAR SF.

If we purchase the land out-right from WMATA, we are prepared to pay $6,496,200 upon closing and up to an additional $2,165,400 upon rezoning for a total of $8,661,600.

If WMATA would prefer a ground lease, we are prepared to value the land up to an above-market number of $65 per FAR SF with 2.0% annual escalations until stabilization. This equates to a fair market value of $8,445,060 by-right and up to $11,260,080 if we pursue a Planned Unit Development.

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MTC
Moddie Turay Company

4. **The pro forma rent, $279,000 annually does not seem to square with your statement that you will pay 8% of land value. Nor does escalation, stated as 2.5% annually, appear to take place in the pro forma.**

   The pro forma has been adjusted to reflect the ground rent based upon 8% of the land value (please find our pro forma attached). We are prepared to value the land up to an above-market number of $65 per FAR SF with 2.0% annual escalations until stabilization, projected to be December 2011. In this scenario, the ground lease payment would be $716,957 annually. Thereafter, the fair market value will be adjusted every 10 years to appraised value using the "three appraiser method."

5. **Schedule: since rent does not start until stabilization, please indicate the outside date for stabilization.**

   Based on positive market indicators and our past positive experiences with WMATA, we anticipate the project will be stabilized by December 2011. The fair market value of the land will be escalated by 2.0% annually until stabilization. In the event the project is not stabilized by December 2012, we will pay WMATA one-half of the stabilized ground rental amount due and owing to WMATA as set forth above (payable monthly beginning in December 2012). The land value will continue to escalate by 2.0% annually until stabilization is reached.

6. **WMATA also expects and receives participations in capital events and in cash flow (or, alternatively to cash flow, revaluation of the project in which rent values do not fall below the previous year). Please provide in your proposal.**

   We propose that WMATA receives participations in the amount of 3% of gross proceeds upon certain "capital events" to be further defined. We do not propose that WMATA receive a participation in operating cash flow; however, as noted above, we have increased the fair market value of the land resulting in substantially larger ground lease payment.

7. **Is it expected that Clark Enterprises will provide the equity for this project? Do you have alternative equity sources?**

   Yes, Clark Enterprises or an affiliate thereof will provide the equity for this project. At this time, we do not anticipate other equity sources will be necessary.

8. **Please submit the balance sheet that the proposal indicates will be provided under separate cover.**

   Please see the attached statement of net worth from Clark Enterprises, Inc.

Thank you for your consideration and allowing me to give a presentation of our proposal.

Sincerely,

Moddie Turay

Moddie Turay Company
moddie@moddieturay.com

3222 M St., NW, Suite 140
Washington, DC 20007

(P): 202.413.4160
(F): 202.342.1458

MTC
Moddie Turay Company

Attachments:

a. CBRE Letter
b. Fiscal Impact Calculations
c. Statement of Net Worth
d. Pro forma

Moddie Turay Company
moddie@moddieturay.com

3222 M St., NW, Suite 140
Washington, DC 20007

(P): 202.413.4160
(F): 202.342.1458

COMMERCIAL REAL ESTATE SERVICES

CBRE
CB RICHARD ELLIS

Maury E. Zanoff
Managing Director

CB Richard Ellis, Inc.
Capital Markets

750 9th Street, NW
Suite 900
Washington, DC 20001-4516

202 585 5645 Tel
202 585 5786 Fax

maury.zanoff@cbre.com
www.cbre.com/capitalmarkets

December 11, 2007

King Davidson
Development Associate
Clark Enterprises, Inc.
7500 Old Georgetown Road, 15th Floor
Bethesda, MD 20814

Re: Clark Enterprises

To whom it may concern:

Based upon Clark Enterprises' excellent credit and reputation in the lending community, we feel confident that they should not have difficulty in obtaining financing for their Renaissance Row apartment project located at 9th Street and Florida Avenue in Washington, DC.

Sincerely,

Maury E. Zanoff
Managing Director
CBRE Capital Markets

Renaissance Row
Summary of Estimated Economic and Fiscal Impacts
CONSTRUCTION PERIOD

Economic Impacts			
Jobs (FTE)	170	148	318
Payroll	$ 5,089,684	$ 3,928,218	$ 9,017,901

Fiscal Impact to the District	
Income Tax (Direct)	$ 358,823
Income Tax (Indirect)	$ 282,313
Direct Sales Tax	$ 1,786,207
TOTAL	$ 2,427,342

Project Cost	$ 43,566,016

Estimated Income Taxes (Direct and Indirect Labor)

Type of Labor	Construction Value	Labor Hours per $1,000	Total Hours	Total FTE Jobs	Annual Earning/FTE	Direct Income Taxes
Direct Construction	$ 43,566,016	8	352,885	170	$ 5,089,684	######## #########

Type of Labor	Total Annual Earnings	Earnings Multiplier	Indirect Earnings Impact	Total Earnings Impact	Indirect Income Taxes
Indirect Construction	$ 5,089,684	1.7718	########## ###	$ 9,017,901	######## #########

Output Type	Total FTE Jobs	Employment Multiplier	Indirect Employment Impact	Total Employment Impact
Construction Labor	170	1.8728	148	318

Total Economic Impact

Output	Output Multiplier	Indirect and Induced Economic Impact	Total Economic Impact
$ 43,566,016	1.6929	$ 30,186,892	$ 73,752,908

Material Purchases

Type of Purchases	Per $1,000 Construction Cost	Expenditure
Regionally Purchased	$ 305	$ 13,287,635
Purchased Out of Region	$ 105	$ 4,574,432
Total Material Purchase		$ 17,862,067

Renaissance Row
Summary of Estimated Economic and Fiscal Impacts
OPERATIONS PERIOD

FISCAL IMPACT TO THE DISTRICT	ANNUAL	20 YEAR TOTAL
Direct Sales Tax	$ 830,539	$ 23,487,372
Income Tax	$ 158,983	$ 4,495,990
Property Tax	$ 299,617	$ 8,473,073
TOTAL	$ 1,289,139	$ 36,456,435

SALES TAXES

Type	Gross Square Feet	Est. Sales per SF	Est. Annual Sales	Tax Rate	Est. Annual Sales Taxes	20 Year Total
General Retail/Entertainment	10,000	$ 350	$ 3,500,000	5.75%	$ 201,250	$ 5,691,286
Restaurant	10,000	$ 500	$ 5,000,000	10.00%	$ 500,000	$ 14,139,841
Grocery	7,495	$ 300	$ 2,248,500	5.75%	$ 129,289	$ 3,656,245
TOTAL	27,495		$ 10,748,500		$ 830,539	$ 23,487,372

INCOME TAXES

Employees (FTE)	Gross Square Feet	FTE per SF	No. of FTE	Annual Wages	Annual Tax Revenue	20 Year Total
General Retail/Entertainment	10,000	350	29	714,286	$ 51,857	$ 1,466,503
Restaurant	10,000	350	29	714,286	$ 51,857	$ 1,466,503
Grocery	7,495	350	21	535,357	$ 38,867	$ 1,099,144
TOTAL	27,495	350	79	1,963,929	$ 142,581	$ 4,032,151

Employees (FTE)	Percent	FTE per SF	No. of FTE	Annual Wages	Annual Tax Revenue	20 Year Total
Maintenance	60%	1000	3	109,200	$ 11,204	$ 316,843
Security	40%	1000	2	72,800	$ 5,198	$ 146,996
TOTAL			5	182,000	$ 16,402	$ 463,839

REAL ESTATE TAXES

Type	Assessed Value	Tax Rate	Annual RE Taxes	20 Year Total
Residential	$ 23,687,573	0.85	$ 201,344	$ 5,693,955
Retail	$ 5,312,034	1.85	$ 98,273	$ 2,779,119
Total	$ 28,999,607		$ 299,617	$ 8,473,073

F. Summary Table
Sources and Uses
9/18/2007
Ground Lease Scenario

Sources and Uses

Sources of Funds:		Total
Equity	25.0%	10,891,504
Debt	75.0%	32,674,512
	100.0%	$ 43,566,016

Uses of Funds	Per Unit	Total
Land	$ 9,260	$ 1,496,570
Net GMP/HC Cont.	$ 174,537	$ 28,208,283
Soft Costs	$ 54,905	$ 8,873,592
Development Fee	$ 10,412	$ 1,682,778
Pre Devel Rent	$ 2,475	$ 400,000
Financing Costs	$ 2,022	$ 326,745
Interest Expense	$ 15,951	$ 2,578,048
	$ 269,562	$ 43,566,016

WMATA-INV 013913
FOIA CONFIDENTIAL TREATMENT REQUESTED

WMATA Sources and Uses Assumptions Backup
9/18/2007
Ground Lease Scenario

Basic Assumptions

Number of Units

Units	130
Total	130
GSF Per Unit	1,009
NSF as a % of GSF	80%
Average Net Sq. Ft. per Unit	807
Residential - Net Rentable Sq. Ft.	104,936
Retail - Net Rentable Sq. Ft.	26,282

Financing Assumptions

Construction Loan:	
Loan Amount	32,674,512
LTC/Amount	75.0%
Initial Base Rate	7.00%
Permanent Loan (2012):	
Start Month	Month 25
Cap Rate Used	6.50%
Project Value	$43,756,604
Loan to Value	69.59%
Rate	6.75%
Amortization	30 Years
Loan Amount	$30,452,269
Monthly Payment	$197,512
Annual Debt Service	$2,370,149
Stabilized NOI for Perm Loan (2013)	$2,844,179
DSCR	1.20
Closing Costs/Fees	1.0%
Refinancing (2021):	
Start Month	Month 144
Cap Rate Used	7.00%
Project Value	$63,543,119
Loan to Value	70.14%
Rate	7.00%
Amortization	30 Years
Loan Amount	$44,571,388
Monthly Payment	$296,535
Annual Debt Service	$3,558,415
Stabilized NOI for Perm Loan (2022)	$4,448,018
DSCR	1.25
Closing Costs/Fees	1.0%
Ground Lease (WMATA):	
Market Value (Escalated 3 years)	$ 8,961,965
Escalations	2.0%

Sources and Uses

Sources of Funds:		
		Total
Equity	25.0%	10,891,504
Debt	75.0%	32,674,512
	100.0%	$43,566,016

Uses of Funds	Per Unit	Total
Land	$ 9,260	$ 1,496,570
Net GMP/HC Cont.	174,537	28,208,283
Soft Costs	54,905	8,873,592
Development Fee	10,412	1,682,778
Pre Devel Rent	2,475	400,000
Financing Costs	2,022	326,745
Interest Expense	15,951	2,578,048
	$ 269,562	$ 43,566,016

Operating Assumptions

Revenue Assumptions:	
Apartments:	
Month Renting Begins	19
Rent Per Sq. Ft. (Current)	$2.65
Rent increase per year	3.0%
Preleases (Units preleased at delivery)	20
Absorption (Units Rented/Month)	16
Multifamily Rental Vacancy	5.13%
Parking:	
Month Parking Space Sales Begin	19
Parking Revenues/Space (Current)	$150
Number of Spaces	62
Absorption (Leased/Month)	10
Retail:	
Retail Annual NNN Rent (Current)	$50.00
Retail rent increase per year	2.0%
Absorption	6,000
Retail Vacancy	5.00%
Expense Assumptions:	
Gross Operating Expenses	$ 11,562
Deduct for Retail Tenant Contribution	$ -
Net Operating Cost per Unit Per Year (Current)	$ 11,562
Fixed vs. Variable Expenses	50%
Phased-in Fixed Expenses	40%
Operating Cost Increase per Year	3.0%
Reserves	$250 per unit

Payroll	$ 4,500.00
Marketing	$ 590.00
Administration	$ 440.00
Maintenance Contracts	$ -
R&M	$ 800.00
Utilities	$ 372.00
Taxes & Ins.	$ 3,600.00
CDA Assessment	$ -
Fees	$ 1,500.00
Total	11,802.00
Retail Reimbursements	
Net Operating Cost/Unit/Year	$11,562.00

12/17/2007

WMATA-INV 013914
FOIA CONFIDENTIAL TREATMENT REQUESTED

WMATA Sources and Uses Assumptions Backup
9/18/2007
Ground Lease Scenario

	Per Unit	Per GFA	Total
Land:	$ 9,260	$ 9.83	$ 1,496,570
Hard Costs:			
GMP	136,956	145.36	22,134,560
Escalations	24,652	26.16	3,984,221
Hard Cost Contingency	12,929	13.72	2,089,502
Soft Costs:			
Architecture & Engineering	8,080	8.58	1,305,939
Civil, Design and Submission Fees	1,237	1.31	200,000
Site Development Bonds, Fees and Permits	1,237	1.31	200,000
Dry Utility Relocation and New Service	6,514	6.91	1,052,750
Building Permit Fees	911	0.97	147,238
Furniture, Fixtures and Equipment	4,412	4.68	713,000
Predevelopment / Feasibility	3,886	4.12	628,098
Retail Commissions	4,065	4.31	657,050
Retail Tenant Improvement Allowance	12,196	12.94	1,971,150
Monetary Proffers	-	-	-
Connection Fees	3,094	3.28	500,000
Marketing	3,094	3.28	500,000
Project Legal	1,921	2.04	310,500
Accounting	-	-	-
Builders Risk Insurance	541	0.57	87,360
Real Estate Taxes	223	0.24	36,120
Title Insurance & Other	3,492	3.71	564,386
Development Fee	10,412	11.05	1,682,778
Financing Costs	2,022	2.15	326,745
Ground Lease Payments ($10,000 per month)	2,475	2.63	400,000
Interest Expense	15,951	16.93	2,578,048
Total	$ 269,562	$ 286.10	$ 43,566,016

	Units	Gross Floor Area	Net Rentable Square Feet
Residential Units	130	122,484	104,936
Retail		29,790	26,282
		152,274	131,218

FOIA CONFIDENTIAL TREATMENT REQUESTED

WMATA-INV 013915

G. WMATA Assumptions
9/18/2007
Ground Lease Scenario

Financing		
Construction Loan		
Loan Rate	7.00%	
Term	24 months	
Amount	$32,674,512	
LTC	75%	
% Equity	25%	
Permanent Loan		
Loan Rate	6.75%	
Term	120 months	
Amount	$30,452,209	
LTV	69.59%	
Revenues		
Office Rent	N/A	
Retail Rent (current)	$ 50.00	RSF
Residential Rent (current)	$ 2.65	RSF
Parking	$ 150.00	per space
Other Revenues	$ -	

Construction Costs		
Total Hard Costs	$28,208,283	
Total Soft Costs	$13,861,163	
% of Hard Costs	49%	
Cost of Improvements	$ 260,302	per residential unit
Costs of Improvements	$ 276.27	per Retail RSF
Cost per structured space	$ 40,300	
Cost per surface space	$ 4,030	
Land Value per FAR SF (current)	$ 65.00	of Land Value (annually)
Ground Rent to WMATA	8.00%	
Operating Costs		
Operating Expenses (current)	$ 1,503,060	
Per GSF	$ 9.87	
Precentage of Revenue	32%	

FOIA CONFIDENTIAL TREATMENT REQUESTED

15 Year Cash Flow
Ground Lease Scenario

Year	ALL YEARS TOTAL	1 2007	2 2008	3 2009	4 2010	5 2011	6 2012	7 2013	8 2014	9 2015	10 2016	11 2017	12 2018	13 2019	14 2020	15 2021
Available Units at BOP					130	130	14	-	-	-	-	-	-	-	-	-
Total Units Rented					-	116	14	-	-	-	-	-	-	-	-	-
Total Remaining Available EOP					130	14	-	-	-	-	-	-	-	-	-	-
Cumulative Units Rented					-	116	130	130	130	130	130	130	130	130	130	130
Remaining Parking Spaces to Sell at BOP					62	62	2	-	-	-	-	-	-	-	-	-
Total Rented in Period					-	60	2	-	-	-	-	-	-	-	-	-
Remaining to Rent at EOP					62	2	-	-	-	-	-	-	-	-	-	-
Cumulative Spaces Rented					-	60	62	62	62	62	62	62	62	62	62	62
Remaining Retail SF					26,282	26,282	-	-	-	-	-	-	-	-	-	-
Total SF Rented in Period					-	26,282	-	-	-	-	-	-	-	-	-	-
Remaining to Rent at EOP					26,282	-	-	-	-	-	-	-	-	-	-	-
Cumulative SF Rented					-	26,282	26,282	26,282	26,282	26,282	26,282	26,282	26,282	26,282	26,282	26,282
Average Residential Rent/SF		$ 2.65	$ 2.73	$ 2.81	$ 2.90	$ 2.98	$ 3.07	$ 3.16	$ 3.26	$ 3.36	$ 3.46	$ 3.56	$ 3.67	$ 3.78	$ 3.89	$ 4.01
Average Retail Rent/SF		$ 50.00	$ 51.50	$ 53.05	$ 54.64	$ 56.28	$ 57.96	$ 59.70	$ 61.49	$ 63.34	$ 65.24	$ 67.20	$ 69.21	$ 71.29	$ 73.43	$ 75.63
Average Parking Rent/Space		$ 150.00	$ 154.50	$ 159.14	$ 163.91	$ 168.83	$ 173.89	$ 179.11	$ 184.48	$ 190.02	$ 195.72	$ 201.59	$ 207.64	$ 213.86	$ 220.28	$ 226.89
Construction Costs																
Land Costs																
WMATA Option Fee		$ 100,000														
1933-35 9th ST Purchase		$ 1,500,000														
Hard Costs:																
GMP					$ 14,756,373	$ 7,378,187										
Escalations					$ 2,656,147	1,328,074										
Hard Cost Contingency					$ 1,393,002	$ 696,501										
Soft Costs:																
Architecture & Engineering			$ 195,891	$ 195,891	$ 522,376	$ 391,782										
Civil, Design and Submission Fees					$ 200,000											
Site Development Bonds, Fees and Permits					$ 200,000											
Dry Utility Relocation and New Service					$ 1,052,750											
Building Permit Fees					$ 147,238											
Furniture, Fixtures and Equipment						$ 713,000										
Predevelopment / Feasibility			$ 314,049	$ 157,025	$ 157,025											
Retail Commissions						$ 657,050										
Retail Tenant Improvement Allowance						$ 1,971,150										
Connection Fees						$ 500,000										
Marketing					$ 100,000	$ 400,000										
Project Legal		$ 108,675	$ 31,050	$ 31,050	$ 31,050	$ 108,675										
Builders Risk Insurance					$ 43,680	$ 43,680										
Real Estate Taxes			$ 5,418	$ 5,418	$ 5,418	$ 19,866										
Title Insurance & Other			$ 564,386													
Development Fee			$ 252,417	$ 252,417	$ 913,748	$ 264,196										
Financing Costs					$ 326,745											
Ground Lease Payments ($10,000 per month)			$ 40,000	$ 120,000	$ 120,000	$ 120,000										
Interest Expense					$ 669,763	$ 1,908,286										
Total		$ 1,708,675	$ 1,403,211	$ 761,800	$ 23,295,315	$ 16,500,446										
NET REVENUES																
Rental Revenues	$ 51,346,810	-	-	-	-	1,122,778	3,921,364	4,039,005	4,160,175	4,284,981	4,413,530	4,545,936	4,682,314	4,822,783	4,967,467	5,116,491
Parking Revenues	$ 1,715,949	-	-	-	-	36,278	131,144	135,079	139,131	143,305	147,604	152,032	156,593	161,291	166,130	171,114
General MF Rental and Parking Vacancy Allowance	$ (2,662,660)	-	-	-	-	-	(207,894)	(214,131)	(220,554)	(227,171)	(233,986)	(241,006)	(248,236)	(255,683)	(263,354)	(271,254)
Retail Revenues	$ 17,608,101	-	-	-	-	497,724	1,422,424	1,450,873	1,479,890	1,509,488	1,539,678	1,570,471	1,601,881	1,633,918	1,633,918	1,633,918
General Retail Vacancy Allowance	$ (867,140)	-	-	-	-	(11,621)	(71,121)	(72,544)	(73,995)	(75,474)	(76,984)	(78,524)	(80,094)	(81,696)	(81,696)	(81,696)
Total Revenues	$ 67,141,060	-	-	-	-	1,645,160	5,195,918	5,338,282	5,484,647	5,635,128	5,789,842	5,948,910	6,112,458	6,280,614	6,422,465	6,568,573

WMATA-INV 013917
FOIA CONFIDENTIAL TREATMENT REQUESTED

Year		ALL YEARS TOTAL	1 2007	2 2008	3 2009	4 2010	5 2011	6 2012	7 2013	8 2014	9 2015	10 2016	11 2017	12 2018	13 2019	14 2020	15 2021
	Operating Expense/Unit/Year		-	-	-	-	(5,830)	(12,999)	(13,389)	(13,791)	(14,204)	(14,630)	(15,069)	(15,521)	(15,987)	(16,467)	(16,961)
	Operating Expenses	(22,401,463)	-	-	-	-	(757,945)	(1,689,871)	(1,740,567)	(1,792,784)	(1,846,567)	(1,901,964)	(1,959,023)	(2,017,794)	(2,078,328)	(2,140,678)	(2,204,898)
	Replacement Reserves	(485,617)	-	-	-	-	(30,766)	(35,514)	(36,579)	(37,676)	(38,807)	(39,971)	(41,170)	(42,405)	(43,677)	(44,988)	(46,337)
8.00%	Ground Lease - Howard	(7,459,159)	-	-	-	-	-	(119,493)	(716,957)	(716,957)	(716,957)	(716,957)	(716,957)	(716,957)	(716,957)	(716,957)	(730,041)
NET RENTAL INCOME		$ 37,668,787	-	-	-	-	856,448	3,351,041	2,844,179	2,937,230	3,032,797	3,130,949	3,231,759	3,335,302	3,441,651	3,519,843	3,587,296
REFINANCE CASH FLOW																	
	Gross Loan Proceeds	$ 11,896,876	-	-	-	-	-	(2,222,303)	-	-	-	-	-	-	-	-	14,119,179
	Less- Cost of Refinance	$ 750,236	-	-	-	-	-	304,522	-	-	-	-	-	-	-	-	445,714
	Net Proceeds	$ 11,146,640	-	-	-	-	-	(2,526,825)	-	-	-	-	-	-	-	-	13,673,465
DISPOSITION CASH FLOW																	
	Gross Sale Price	$ -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Less: Cost of Sales	$ -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Net Proceeds	$ -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
EQUITY ACCOUNT																	
	Beginning Balance		-	1,708,675	3,111,886	3,873,686	10,891,504	10,891,504	10,891,504	10,891,504	10,891,504	10,891,504	10,891,504	10,891,504	10,891,504	10,891,504	10,891,504
	Equity Infusion		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Equity Funding	$ 10,891,504	1,708,675	1,403,211	761,800	7,017,818	-	-	-	-	-	-	-	-	-	-	-
	Ending Balance (Profit)		1,708,675	3,111,886	3,873,686	10,891,504	10,891,504	10,891,504	10,891,504	10,891,504	10,891,504	10,891,504	10,891,504	10,891,504	10,891,504	10,891,504	10,891,504
CONSTRUCTION DEBT																	
	Beginning Balance		-	-	-	-	19,327,641	-	-	-	-	-	-	-	-	-	-
	Loan Draw	30,096,464	-	-	-	18,657,878	11,438,586	-	-	-	-	-	-	-	-	-	-
	Interest	[redacted]	-	-	-	669,763	1,908,286	-	-	-	-	-	-	-	-	-	-
	Principal		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total Amount Due to Loan		-	-	-	19,327,641	32,674,512	-	-	-	-	-	-	-	-	-	-
PERMANENT DEBT																	
	Beginning Balance		-	-	-	-	-	30,452,209	30,452,209	30,452,209	30,452,209	30,452,209	30,452,209	30,452,209	30,452,209	30,452,209	30,452,209
	Monthly Payment		-	-	-	-	-	2,055,524	2,055,524	2,055,524	2,055,524	2,055,524	2,055,524	2,055,524	2,055,524	2,055,524	2,055,524
3%	WMATA Participation on Capital Event Proceeds		-	-	-	-	-	-	-	-	-	-	-	-	-	-	410,204
	Cash Flow Available From Operations		-	-	-	-	856,448	3,351,041	2,844,179	2,937,230	3,032,797	3,130,949	3,231,759	3,335,302	3,441,651	3,519,843	3,587,296
	Cash Flow Available From Sale / Refinance		-	-	-	-	-	(2,526,825)	-	-	-	-	-	-	-	-	13,673,465
	Cash Flow Available After Debt Service		-	-	-	-	856,448	(1,231,309)	788,655	881,706	977,273	1,075,425	1,176,235	1,279,777	1,386,127	1,464,319	14,795,033
EQUITY CASH FLOW																	
	Contributions	$ 3,873,686	1,708,675	1,403,211	761,800	7,017,818	-	-	-	-	-	-	-	-	-	-	-
	Loan Paydown	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Refinance Cash Flow	13,673,465	-	-	-	-	-	-	-	-	-	-	-	-	-	-	13,673,465
	Disposition Cash Flow	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Operating Cash Flow	40,565,623	-	-	-	-	1,645,160	3,140,394	2,844,179	2,937,230	3,032,797	3,130,949	3,231,759	3,335,302	3,441,651	3,519,843	3,587,296
	Total	$ 62,319,316	(1,708,675)	(1,403,211)	(761,800)	(7,017,818)	1,645,160	3,140,394	2,844,179	2,937,230	3,032,797	3,130,949	3,231,759	3,335,302	3,441,651	3,519,843	17,260,761
RETURN CALCULATIONS																	
	IRR (15 year)	9.89%	$(1,708,675)	$(1,403,211)	$ (761,800)	$ (7,017,818)	$ 856,448	$(1,231,309)	$ 788,655	$ 881,706	$ 977,273	$ 1,075,425	$1,176,235	$1,279,777	$1,386,127	$ 1,464,319	$20,503,503
	Return on Investment (ROI)		0%	0%	0%	0%	4%	0%	7%	7%	7%	7%	7%	8%	8%	8%	40%
	Avg 15 year ROI	6.78%															
	Return on Equity (ROE)		0%	0%	0%	0%	8%	-11%	7%	8%	9%	10%	11%	12%	13%	13%	158%
	Avg 15 year ROE	15.86%															

WMATA-INV 013918

FOIA CONFIDENTIAL TREATMENT REQUESTED

Fee, Income, Reserves Breakout
Ground Lease Scenario

	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Developer Fee	$ -	$ 252,417	$ 913,748	$ 264,196	$ 264,196	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
*4% of Hard Costs (excluding land)															
Replacement Reserves	$ -	$ -	$ -	$ (30,766)	$ (35,514)	$ (36,579)	$ (37,676)	$ (38,807)	$ (39,971)	$ (41,170)	$ (42,405)	$ (43,677)	$ (44,988)	$ (46,337)	$ (47,727)
Per Dwelling Unit	$ -	$ -	$ -	$ (236.66)	$ (273.18)	$ (281.38)	$ (289.82)	$ (298.51)	$ (307.47)	$ (316.69)	$ (326.19)	$ (335.98)	$ (346.06)	$ (356.44)	$ (367.13)
Per GSF	$ -	$ -	$ -	$ (0.20)	$ (0.23)	$ (0.24)	$ (0.25)	$ (0.25)	$ (0.26)	$ (0.27)	$ (0.28)	$ (0.29)	$ (0.30)	$ (0.30)	$ (0.31)
Cash Flow After Debt Service Available to Partners	$ -	$ -	$ -	$ -	$ 856,448	$ (1,231,309)	$ 788,655	$ 881,706	$ 977,273	$ 1,075,425	$ 1,176,235	$ 1,279,777	$ 1,386,127	$ 1,464,319	$ 14,795,033

WMATA-INV 013919

FOIA CONFIDENTIAL TREATMENT REQUESTED

Logan, Myra (COUNCIL)

From: Sequeira, Loyda [LSequeira@wmata.com]

Sent: Monday, October 19, 2009 11:12 AM

To: Sequeira, Loyda; Alexander, LaRisa A.; Barr, Cassandra; Donald, Brittany (Council); Catoe, John B.; deniseh@wdeuille.com; erin.mink@fairfaxcounty.gov; hntrmill@fairfaxcounty.gov; Kass, Jonathon (COUNCIL); Boardman-Schroyer, Kilin (Council); Wharton-Boyd, Linda (Council); Marcia Pendergrass; merrily.pierce@fairfaxcounty.gov; Logan, Myra (COUNCIL); nborde@verizon.net; Pant, Shiva K.; Porter, Deborah; Potts, Gregory W.; Quoinett.Warrick@dc.gov; scott.robinson@fairfaxcounty.gov; shay.seaborne@fairfaxcounty.gov; Smith, Candace E.; Ssissman@arlingtonva.us; Temple, Beth; TWebster@mtamaryland.com; agiancol@naco.org; catherine.hudgins@fairfaxcounty.gov; cz.arl@verizon.net; czimmerman@arlingtonva.us; ehewlett@shhpa.com; jeff.mckay@fairfaxcounty.gov; jim@grahamwone.com; linton_200@msn.com; Brown, Michael (Council); Albert, Neil (DMPED); nomolos@verizon.net; peter.metro@verizon.net; william.euille@alexandriava.gov; wmeuille@wdeuille.com; Fuller, Yohance (DMPED); Chambliss, Leenda M.

Cc: Agard, Michele; Alexander, LaRisa A.; Allen, Brenda; Allen, Mildred; Ballard, Khalilah; Barr, Cassandra; Capotosto, Louise B.; Collings, Sherrie; Curry, Katrina; Hamilton, Sherry; Harris, Annette M.; Hershorn, Julie G.; Holmes, Tomika; Kwiecinski, Craig J.; McIntosh, Lakeisha; Mohsberg, Sid; Moore, Janette R.; Morgan, Monic; Overton, Holly; Porter, Deborah; Potts, Gregory W.; Price, Tanya M.; Serrian, Susan A.; Stoffregen, Linda; Sullivan, Judy R.; Terry, Billy; Thompson, Kim R.; Tyler, Carlotta; Wallace, Maria A; Weiner, Jack; Bottigheimer, Nat; Burnside, Andrea; Catoe, John B.; Dupigny-Samuels, Alexa; Francis, Gerald C.; Kent, Christian T.; Kissal, Carol; Kubicek, Dave J.; Moneme, Emeka; O'Keeffe, Carol B.; Pant, Shiva K.; Peck, Suzanne J.; Requa, Jack; Sampson, Delecia; Taborn, Michael; Victoria, Milo; Wilson, Sara; Pena, Danise; Gomez, Jenny; Pasek, John

Subject: METRO - Revised Materials for PDRE meeting this Thursday

Attachments: Revised Shaw-howard-FL Ave Site.pdf

Dear Chairman Graham and Members of the Board,

Attached is a copy of the updated Board Action document on the Shaw/Howard/Florida Ave site to be considered at the Planning, Development and Real Estate Committee and subsequently by the Board this Thursday. The changes have been printed in bold for your reference.

Please let me know if there are any questions.

Loyda Sequeira-Castillo, Board Secretary
Washington Metropolitan Area Transit Authority
****
Direct: (202) 962-1816
Fax: (202)962-1133

10/19/2009

Washington Metropolitan Area Transit Authority

Board Action/Information Summary

◉Action ○Information	MEAD Number: 100527	Resolution: ○Yes ◉No

TITLE:

ApproveTerm Sheet to Sell Shaw-Howard/FL Ave Site

PURPOSE:

Approve a term sheet for the sale of the Shaw-Howard U./Florida Avenue joint development site to the development team of Banneker Ventures, LLC, and Banc of America Community Development Corporation and authorize negotiation of a sale agreement.

DESCRIPTION:

In September 2009, the Board approved an extension to December 2009 to renegotiate a term sheet, to include affordable housing, for the Shaw-Howard U./Florida Avenue development site, which consists of three separate parcels totaling 28,376 sf located between 7th and 9th streets NW in Washington, DC.

The project will feature ground floor retail along Florida Avenue, with four stories of housing above, for a minimum of 100,000 sf. If additional density can be achieved, Metro will be compensated. At a minimum, the project will include affordable housing required by the District of Columbia`s new mandatory Inclusionary Zoning law and regulations (approximately 8% of the housing that is built); however, the developer is exploring financing to extend affordability.

Staff and the development team, led by Banneker Ventures, LLC with Banc of America Community Development Corporation, have negotiated a term sheet for disposition of the development site.

The project was initially proposed as a lease; however, the development team subsequently gained control of additional adjacent land on 9th Street and proposes to combine that land with the two of the three Metro parcels between 8th and 9th streets. The combined site will allow potentially greater density on Metro`s land than if the Metro parcels were developed alone and therefore greater economic benefit to Metro. The sale of the site will also allow the three sites to be financed and developed as one project. While these advantages would hold also for a lease, in the event of a lease default there is a high risk

disadvantage to Metro, namely, that Metro could not gain effective control of Metro land under a portion of the building constructed on combined Metro land and development team land. For this reason, a sale is preferable.

Metro facilities on the site consist of two underground rail tunnels and a vent shaft opening to 8th Street. These facilities will be reserved in perpetuity for Metro.

A sale will provide for reversion of the property to Metro in the event that the developer does not commence construction of the project **within three years of executing the sales agreement. However, the Metro Board may issue a one-time extension of one year.**

Metro will receive 79% (its share of the total size of the development parcel) of the value of any bonus density granted the development team by the District of Columbia.

The negotiated sale agreement will be brought to the Board for approval within the extension period which ends in December 2009.

FUNDING IMPACT:

Revenue from the project will be deposited into the Transit Infrastructure Investment Fund (TIIF).

RECOMMENDATION:

Approve a term sheet for the sale of the Shaw-Howard/Florida Avenue joint development site to the development team of Banneker Ventures, LLC, and Banc of America Community Development Corporation and authorize negotiation of a sale agreement.

M E M O R A N D U M

SUBJECT: Shaw-Howard/Florida Avenue Joint Development Sites - Tentative Developer Selection

DATE: February 26, 2008

FROM: Nat Bottigheimer

TO: John B. Catoe, Jr.

The Department of Planning and Joint Development (PLJD) recommends tentative selection of Banneker Ventures as developer of Metro's three Shaw-Howard/Florida Avenue parcels and preparation and negotiation of a term sheet with that team. If negotiations are unsuccessful, we recommend turning to the Moddie Turay Company for negotiation of a term sheet.

In early 2007, Metro issued Requests for Expressions of Interest for its Shaw-Howard/Florida Avenue joint development sites: Parcel 1, 3,800 sf on Florida Avenue at 9th St, NW; Parcel 2, 8,600 sf on Florida Avenue between 8th and 9th streets, NW, and Parcel 3, 16,500 sf on Florida Avenue between 7th and 8th streets.

After evaluation of responses, Metro requested six developers to submit more detailed proposals, and four did so with two combining as one team.

On October 5, 2007, Metro received three proposals from teams led by:

1. Banneker Ventures
2. Lakritz Adler
3. Moddie Turay Company

Washington Metropolitan Area Transit Authority

The recommendation to tentatively select Banneker Ventures is based on the Metro Evaluation Team's ranking of the proposals (memo attached) in accordance with the evaluation criteria in the Joint Development Solicitation and Source Selection Plan.

Metro team members comprising the Evaluation Team were from the Office of Station Area Planning and Asset Management (SAAM) and the Office of the General Counsel (COUN) with participation by the Office of Joint Development and Adjacent Construction (JDAC) since the sites are partly over Metrorail tunnels. In addition to Metro staff review and due diligence, outside real estate consultant Bolan Smart provided financial and market analysis, and representatives from the District of Columbia's Office of the Deputy Mayor for Economic Development and Office of Planning evaluated the proposals for conformance with city plans and policies.

FOIA CONFIDENTIAL TREATMENT REQUESTED

M E M O R A N D U M

SUBJECT: Shaw-Howard/Florida Avenue Joint Development Sites - Tentative Developer Selection

DATE: January 29, 2008

FROM: Rosalyn Doggett

THRU: Joel R. Washington JRW

TO: Nat Bottigheimer

WMATA received 3 proposals for its Shaw-Howard/Florida Avenue joint development sites: Parcel 1, 3,800 sf on Florida Avenue at 9th St, NW; Parcel 2, 8,600 sf on Florida Avenue between 8th and 9th streets, NW, and Parcel 3, 16,500 sf on Florida Avenue between 7th and 8th streets. In accordance with the Source Selection Plan for the Shaw-Howard/Florida Avenue Joint Development Sites, an Evaluation Team composed of Rosalyn Doggett, Chair, John Magarelli and Marc Biondi met a number of times to rate proposals from each of three teams. Two meetings were held before interviews with the teams, and two were held after interviews and additional due diligence. The development teams are led by:

Banneker Ventures
Lakritz Adler
Moddie Turay Company

The Evaluation Team recommends tentative selection of Banneker Ventures and preparation and negotiation of a term sheet with that team. If negotiations are unsuccessful, the Evaluation Team recommends turning next to the Moddie Turay Company for negotiation of a term sheet.

The Lakritz Adler proposal does not meet the threshold test in the Source Selection Plan of providing WMATA with net present value of rent over a 60-year lease that meets WMATA's current fair market value appraisal for the site ($7.5 million as of August 2007). The failure to meet appraisal value, alone, eliminates the team from further consideration. Further, Lakritz Adler offers one-half or less of the present value offered by the other two teams so it is thought that the deficit cannot be made up through negotiation even if there were other reasons to select the team, which there do not appear to be.

Washington Metropolitan Area Transit Authority

FOIA CONFIDENTIAL TREATMENT REQUESTED

The net present values of the offers over a sixty-year lease period are:

Banneker	$14 million
Moddie Turay	$11.8 million
Lakritz Adler	$ 6 million

Banneker Ventures has been recommended because it provides greater rental present value to WMATA, approximately $2.2 million more than its remaining competitor.

Both teams propose 4 to 5 story residential development over retail for all three parcels that comprise the joint development site, at a matter-of-right FAR of 4.5. Moddie Turay proposes combining Parcel 1 with two small adjacent parcels totaling 3,000 sf, which it controls, and utilizing the air rights over an alley proposed to be closed between Parcels 1 and 2; however its financial offer is not contingent on the two parcels being incorporated or the alley closing. Banneker proposes 103 dwelling units and 12,000 sf of retail whereas, utilizing the combined properties and alley closing, Moddie Turay proposes 130 dwelling units and 26,000 sf of retail. Otherwise, there is little difference in design concept between the two teams.

The Evaluation Team ranked the teams according to the evaluation criteria in the Source Selection Plan. These final rankings are shown in the accompanying table, which lists the evaluation criteria underlined below.

The Team found that both proposals reflect TOD principles since they are on a walkable street within blocks of two different Green Line Metro stations (Shaw-Howard and U Street-Cardozo-African American Civil War Memorial), maximize matter-of-right density and provide a mix of uses that will contribute to the ongoing revitalization of the area. The Banneker proposal includes a modest amount of affordable housing and represents that its building will be "green." Both proposals are equally viable in the market provided that the apartment market remains strong in the area. Each proposes some ground floor arts/retail uses that would be an asset to the community if realized. Their proposals conform to the District of Columbia's Duke Plan (except that the plan advocates even taller buildings if possible through a PUD; lack of space for underground parking may be a constraint, however). Also, the Office of Planning has since indicated that it will support by-right development. Both provide similar benefits to the local jurisdiction in terms of property and sales taxes.

The Moddie Turay proposal is slightly more creative in that it combines Parcel 1 with adjoining property, making a larger and more regular development parcel. However, it is not clear from talking to District planning and regulatory officials that the developer can accomplish either the alley closing

or the demolition of two structures which "contribute" to the historic district in which they are located. There may be issues with combining the adjoining fee property with leased WMATA property; also a sales price has not yet been agreed upon between Moddie Turay and the adjoining property owner. Price and historic preservation negotiations could delay project execution. Neither project will have an impact on WMATA facilities though construction over the Metro tunnel which runs partially beneath each parcel will need to be coordinated by JDAC. Once more detailed designs are prepared it is possible that the teams may need to seek a variance for required parking because of limitations in construction over the Metro tunnel.

There is little difference in experience. The Banneker team members (led by Omar Karim) include the District Development Group and, recently added, Metropolis Development, which has replaced Donatelli Development as a team member. Metropolis Development has extensive experience in developing new and adaptive residential buildings with ground floor retail in the Shaw neighborhood, including the Langston Lofts condominium project at 14th and V streets, a WMATA joint development site. The other teams members are less experienced but are obtaining approvals for a Silver Spring residential building at the present time. The Banneker Team architect, Torti Gallas, is experienced in residential and retail design on nearby U Street and over Metro tunnels. Moddie Turay and his company staff appear to have somewhat less experience but have an experienced local architect, Suman Sorg, and have teamed with Clark Enterprises represented by General Counsel Rebecca Owen who stated in interviews that Clark will deploy the necessary personnel to build the project for which the Moddie Turay Company will be project manager. Ms. Owen added that this could be either Clark Realty Capital, Clark's housing arm (which has participated in Fort Totten and Huntington but elected not to follow through on its contract for Western Bus Garage) or new personnel hired by Clark Enterprises, the parent company. Clark Enterprises clearly has construction expertise; however Banneker has stated that it intends to use Tompkins Builders, a local firm with Metro-related experience.

Financial benefit to WMATA was discussed earlier, and Banneker's offer is clearly superior in that regard. In terms of financial viablility, neither proposal has obvious flawed market or financial assumptions though Banneker depends on rent increases, which appear to be achievable, to subsidize affordable housing. Clark would more likely have access to financial sources. However, lender references for both teams indicated an interest in financing projects on these sites. Equity for Banneker would be provided by MacFarlane Partners, who are active team participants, and Clark will furnish its own equity, which it has the resources to do. Both teams provide modest enhancement to Metro Ridership.

It should be noted that WMATA requested both lease and sale proposals and received both. Net present value analysis showed that the lease proposals generate more revenue for WMATA over 60 years than the sale proposals. Since the Board's preference is to lease, the sale proposals were not considered further.

The accompanying table summarizes the land use and financial elements of the two finalist lease proposals. Both have financial elements that would likely need to be strengthened or provided in negotiations, for example, capital event participation for both teams; bonus density rent provisions and slightly higher base rent for Banneker; and annual base rent escalation for Moddie Turay. It is conceivable that negotiations could change the relative positions of the teams.

But for the present, it appears fair to start with the Banneker team since its financial offer is superior and its proposal does not have the potential complications of combining property with an adjacent owner. The Moddie Turay team, though close in ranking, has no clear superiority overall.

Rosalyn Doggett, Chair

John Magarelli

FOIA CONFIDENTIAL TREATMENT REQUESTED

FLORIDA AVENUE PROPOSALS EVALUATION 1-08					
	POSSIBLE POINTS	BANNEKER	LAKRITZ ADLER		MODDIE TURAY
TECHNICAL CRITERIA	50 Total	42	45		45
1 ReflectsTOD Principles	10	10	10		10
2 Market Viability	10	7	8		7
3 Prior Team Experience	10	7	8		9
4 Innovation/Creativity	5	3	4		4
5 Compatibility with Local Land Use Plan	5	5	5		5
6 Benefits to Local Jurisdiction	10	10	10		10
ECONOMIC CRITERIA	50 Total	35	20		30
1 Financial Benefits to WMATA	35	25	10		20
2 Financial Viability of Proposal	5	5	5		5
3 Enhanced Ridership	10	5	5		5
TOTAL POINTS	100	77	65		75

WMATA-INV 013928

FOIA CONFIDENTIAL TREATMENT REQUESTED

COMPARISON OF SHAW HOWARD/FLORIDA AVENUE LEASE PROPOSALS

Category	Banneker 60 year lease	Moddie Turay 60.year lease
Development Summary	104 du's, 11,750 sf retail, 47 below grade pkg. 127,692 gsf (excludes garage) 4.5 MOR FAR on site size of 28,892 sf Total Dev. Cost $35.6M	130 du's, 26,282 retail, 62 below grade pkg. (includes closed alley and 2 adj. lots) 4.5 MOR FAR on site size of 31,892 sf plus closed alley. Total Dev. Cost $43.6M
Non-Refundable Option Fee-amount, start, duration	$100,000 upon Selected Developer/Term Sheet approval 2/08	$100,000 upon Selected Developer/Term Sheet Approval
Land Value and derivation (Appraisal: $7.5M in 2007)	$8.2M, year 2010, based on residual land value	$8.8-9M, year 2011, based on $65/sf 2008 escalated 2%/year to 2011 (WMATA land only)
Pre-development Rent	$100,000/yr. from Agreement execution through construction thru yr. 2 of stabilization 6/08-11/10 (11/10 = outside rent start date) [Note: 11/10 = 50% stabilization on pro forma 3% escalation occurs 18 months later]	$120,000/year ($10,000/month) upon execution of agreement thru stabilization 12/11 willing to agree on mutually acceptable outside rent commencement date
Construction Period Rent	see above ($100,000/yr.)	see above ($10,000/month)
Base rent: (Appraisal: $525,000)	$500,000 in 12/10 (6% residual land value)	@ $700,822 (8% land value) in12/11
Escalation of base rent from 2008 to start of payment	None (base rent is the projected rent though it is below appraiser's current rent)	2%/yr. on 2008 $65 base land value
Escalation of base rent if delay from schedule	Increase pre-development rent 3% if projected closing (3/09) is delayed beyond a year	Increase pre-devel. rent to ½ stabilized rent if no full rent start by 12/11
Annual Base Rent escalation	3%	none
Periodic Rent revaluation	not addressed	adjust every 10 years- 3 appraiser method
Cash Flow Participation	share of gross income to be negotiated	not addressed
Capital event participation	share of net proceeds (after all project and sale-related expenses)	5% net proceeds (to be defined) but not construction loan takeout
Density increase payments	not addressed	based on increased FAR land value if PUD
NPV with residual	$14 M with residual	$11.8 M with residual

WMATA-INV 013929

Statement from Board Chair Hudgins:

With respect to the development of WMATA property on Florida Avenue, the Board of Directors made a decision not to proceed with the Banneker Ventures LLC's proposal in March 2010. The decision not to proceed was based upon a dramatic change in the Developer's proposed price and other factors adverse to WMATA's business interests, not on the views of Mr. Graham or any individual Board member. However, in light of recent questions raised, we will conduct an independent review of this matter in accordance with Board procedures.

SUMMARY OF FLORIDA AVENUE DEVELOPMENT EVENTS

Shaw Howard/Florida Avenue Time Line

- **Spring 2007**: WMATA issued a Joint Development Solicitation (JDS) for Florida Avenue parcels.

- **Spring 2008**: Pursuant to the JDS, WMATA reserved the right to disqualify any proposers if they were found to have an unsatisfactory record of integrity or business ethics. During review of the proposals, WMATA became aware of allegations lodged against one of Banneker's original development partners, Warren Williams, Jr. Banneker eventually dropped Mr. Williams from its development team.

- **June 2008**: the Board selected the Banneker development team. WMATA's appraisal valued the parcels at $7.5M. The Net Present Value of the three bids were as follows:

    1. Banneker - $14M (based on annual lease payments of $597,000)
    2. Moddie Turay - $11.8M
    3. Lakritz Adler - $6M

- **June 2008**: In approving the Term Sheet, the Board called for the inclusion of an affordable housing component in the project. The "affordable" component was not defined. (Note: (i) Banneker's original proposal stated that its project would have an affordable component and (ii) the local small area plan, known as the Duke Plan, required 20 to 50% affordable housing to get PUD approval in that neighborhood).

- **October 2008**: Negotiations with developer turned problematic because Banneker's financial offer plummeted immediately after Board approval. Most striking was that the proposed annual rent went from $597K per year to $150K per year.

- **November 2008**: Banneker first informed WMATA that it had adjacent parcels under contract and it intended to build a single building that would sit partially on the parcel leased from WMATA and partially on Banneker's adjacent parcel (It should be noted that disclosure of intent to build on adjacent lots was a requirement of the RFP, which was not met by Banneker). WMATA objected repeatedly to a building spanning the WMATA and non-WMATA parcels because it would inhibit WMATA's ability to terminate the lease.

- **April 2009**: WMATA approved the inclusion of Banc of America Community Development Corporation (BACDC) as the new development partner. Banc of America later abandoned its involvement in the project. (Note: During review of Banneker's

initial proposal, WMATA expressed concern about the experience of Banneker's development team. In response, Banneker added Metropolis Development as its development partner, but, Metropolis dropped out after Board approval).

- **April 2009**: The Board approved a 120-day extension of Banneker's exclusive negotiation period. The parties attempted to re-negotiate the term sheet.

- **June/July 2009**: Banneker proposed a co-tenancy agreement as a solution for the problems associated with its desire to construct a building partially on the property leased from WMATA and partially on its adjacent parcel. The parties' extended discussions on the co-tenancy arrangement lead nowhere.

- **August/September 2009**: After WMATA rejected the co-tenancy arrangement, the parties discussed a sale instead of a lease. After about a month of lease vs. sale discussions, WMATA decided against the sale option.

- **January 2010**: The Board extended Banneker's exclusive negotiation period through March 2010 to provide Banneker an opportunity to improve its financial proposal.

- **March 2010**: The Board decided not to extend Banneker's term sheet and tabled the matter. Banneker had improved its financial proposal, but the proposal still fell millions short of the initial proposal. Banneker's exclusive negotiation period ended on March 31, 2010.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013932

3-11-08
Banneker
Metropolis

OUTLINE OF OPERATING AGREEMENT BETWEEN BANNEKER VENTURES, LLC, DISTRICT DEVELOPMENT GROUP, INC. AND METROPOLIS DEVELOPMENT COMPANY, LLC

The following outlines the terms of an operating agreement between Banneker Ventures, LLC ("Banneker"), District Development Group, Inc. ("DDG"), and Metropolis Development Company, LLC ("Metropolis") and the Washington Metropolitan Transit Authority ("WMATA") for the purpose of leasing WMATA's properties on the 700 and 800 blocks of Florida Avenue, NW, Washington, DC (collectively, the "Site"), and developing and operating a to-be-built mixed-use retail and residential project consisting of approximately 103 residential units and 12,000 square feet of retail space on the Site (the "Project").

The venture will be formed as a District of Columbia limited liability company (the "Company"). The Members of the Company shall include Banneker, or an affiliate thereof, DDG, or an affiliate thereof, and Metropolis, or an affiliate thereof. This outline contains the terms and conditions which, if successfully concluded, will result in a definitive operating agreement (the "Operating Agreement").

Business Plan:

The business plan for the Company calls for the negotiation and execution of a Term Sheet and Development Agreement with WMATA and the completion of the planned development as described above.

The Company intends to lease the residential portion of the Project as mixed-income apartments and the ground floor retail portion of the Project to a mix of different retailers, including a full-service restaurant and a boutique café/theatrical/music venue.

Once the Term Sheet and Development Agreement are approved by WMATA's Board of Directors, the Members will work collaboratively to obtain all necessary government approvals (BZA, HPRB, ANC, etc.), complete designs and commence necessary plans to start construction. DDG will take the lead on working with the neighbors, community organizations, and assist with construction management activities. Banneker will take the lead in the government approval process, working with WMATA, and design and operational issues. DDG will take the lead in working with the ANC and community organizations and permitting process, and work with Banneker and Metropolis during the construction process. Metropolis will take the lead in the construction process and work with Banneker and DDG in working with WMATA and in the design process. All of the Members will work to secure necessary construction and permanent financing for the Project.

Marketing and leasing of the Project shall be handled by one or more firms selected by the Members and commence six to nine months prior to construction completion. Once the Project is stabilized or at a time deemed optimal by the Members, it is anticipated that the Project will be permanently financed.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Schedule

An overall estimated schedule for the Project is attached as Exhibit A.

Proposed Development:

The Project will consist of a to-be-built residential and retail building of approximately 152,217 square feet with the following key statistics:

- Zoning – C2B
- Land Area (square feet) – Building 1: 3,800; Building 2: 8,600; Building 3: 16,472
- Residential Units – Approx. 103, of which 20% will be affordable units
- Retail – Approximately 11,757 square feet
- Parking – 24,525 square feet

Transaction Structure:

Managing Member

Banneker, or an affiliate, will serve as the Managing Member of the Company.

Decision Making

In its role as Managing Member, Banneker shall be responsible for day-to-day decisions of the Company. With respect to certain "Major Decisions, including: (1) terms between the general contractor for the Project and the Members; (2) the project budget; (3) changes to the project budget in excess of 5%; (4) selection of consultants, contractors and vendors that will be paid a fee in excess of $15,000; (5) selection of any lender or investor that will be providing financing to the Company and approval of the terms of any loan or equity participation in the Project; (6) terms of the Development Agreement with WMATA; (7) approval of design concepts for the Project; and (8) hiring of any Company employee, the Members shall have the right to approve such major decision. The Company's Operating Agreement shall spell out in full the remainder of Major Decisions.

If Banneker seeks the other Members' approval for a Major Decision and these Members reject such Major Decision, the Members agree to seek to work out their disagreements through the assistance of a mediator or third-party. If after meeting with a mediator or third-party, the Members are still at an impasse, Banneker shall have the right to purchase the other member's interest in the Company at fair market value (which shall be determined in a manner to be agreed upon in the Operating Agreement).

Joint Venture Capitalization, Initial Estimated Costs, Economic Allocations, Services and Key Provisions to the Operating Agreement

The following is a summary of the joint venture capitalization, initial estimated costs, economic allocations, services and key provisions to the Company's operating agreement.

Estimated Sources and Uses of Funds

Sources:		
Investment Equity	$9.0M	100.0%
Construction/Mini Perm Loan	$27.2M	100.0%
Total Sources	$36.2M	100.0%
Uses:		
Total Uses:	$36.2M	100.0%

Investment Equity by Member and Percentage Interests

Banneker	35.0%
DDG	35.0%
Metropolis	30.0%
Total	100.0%

The Members will adjust their equity percentages pro rata for admission of the third party equity investor source.

Promoted Interest

The Members will seek a promoted interest in connection with the respective Company. The promoted interest will be subordinated to return of and on a return of capital and other to- be-agreed upon requirements from the third party equity investor source. Any promoted interest will be allocated as follows:

	Share of Promote
Banneker	35.0%
DDG	35.0%
Metropolis	30.0%
Total	100.0%

Pre-Construction Funding and Venture Capitalization

The Members will be responsible for funding pre-construction activities on the following basis, excluding the initial $100,000 letter of credit posted by DDG with WMATA and to-be-determined Option and Security Deposit Fees that Metropolis shall post with WMATA for the right to negotiate a Development Agreement upon designation by WMATA and approval of the Term Sheet between the Members/Company and WMATA:

Banneker	35.0%
DDG	35.0%
Metropolis	30.0%
Total	100.0%

However, it is the intention of the Members to secure as much of the funds for pre-construction activities as the Members deem appropriate from a third party equity source.

All pre-construction capital invested in the Company will be treated as equity and earn a preferred return of 10%. It is anticipated that any third party equity invested in the Company will also receive a preferred return of 10%.

If any Member does not post its required share of the pre-construction or other required equity, the other Members may loan the non-posting Member the amount equal to the required equity. Any monies loaned to the non-posting Member shall receive a preferred return of __%.

Allocation Priority of Economics

To be determined during negotiations with MacFarlane Partners or another third party equity investor source.

The Members will adjust their equity percentages pro rata for admission of the third party equity investor.

Distributions to the Members will be made as follows:

1) First, to pay, to the extent unpaid, any unpaid member loans and preferred return to the Member(s) funding such loans pro rata.

2) Second, to pay, to the extent unpaid, the currently due and any catch-up of the cumulative preferred return to the Members pro rata.

3) Then, the balance will be distributed as follows:

Banneker	35.0%
DDG	35.0%

Metropolis	30.0%
Total	100.0%

Allocation Priority of Sale and Refinancing Proceeds.

To be determined in final form during negotiations with the third party equity investor source. The Members will adjust their equity percentages pro rata for admission of the third party equity investor source. Such adjustment is not reflected below.

Sale and refinancing proceeds will be paid as follows:

1) First, to pay, to the extent unpaid, any unpaid member loans and preferred return to the Member(s) funding such loans pro rata.

2) Second, to pay, to the extent unpaid, the currently due and any catch-up of the cumulative preferred return to the Members pro rata.

3) Then, once all equity capital is returned, the balance will be distributed as follows:

Banneker	35.0%
DDG	35.0%
Metropolis	30.0%
Total	100.0%

Construction Mini-Perm Loan

It is anticipated that the Company will obtain a construction loan for between 65-70% of the Project's total costs. To the extent the financing amount is greater or less than this amount, Members of the Company shall adjust their respective equity investment pro rata or, if required, additional equity will be raised upon mutually approved terms and conditions. The Company will attempt to have any financing to be non-recourse to the Members or their affiliates. However, the Members may be required to provide non-recourse carve-outs for the construction or future permanent lender (the so-called "good citizen" clauses).

Project Fees and Services

The Company intends to pay fair and reasonable fees to the Members for performing services in connection with the Project. Such fees shall include:

- Development Management at approximately 3.3% of the total costs allocated 1.1% to Banneker, 1.1% to DDG, and 1.1% to Metropolis.

- Project management at 1% of total costs to Banneker. Banneker will be responsible for day-to-day project administration and reporting.

The Company intends to negotiate a commercially reasonable GMAX contract with Tompkins, Inc. to serve as general contractor for the Project. If the Company is not able to reach terms with Tompkins, the Company will select another general contractor for the Project. The Company intends to enter into a guaranteed maximum price contract to build the Project.

Except as noted above, the fees will be paid out on a pro-rata basis over the construction period. The Members may cause, subject to lender and/or third party equity investor approval, to waive some or all of their fees to fund their respective shares of the equity investment.

Residential Management and Sales

The Members will work collectively to select the residential property manager. Banneker will serve as asset manager and receive an asset management fee of 1% of the gross revenue paid monthly. The asset manager shall meet regularly with the property manager and provide regular reports and distributions of cash flow and refinancing proceeds (if any) to the Members at intervals that the Members agree upon.

If the Members decide to sell the Project, Banneker will serve as co-sales agent for the Project and earn a fee of 1.0% of the gross sales price in addition to a reasonable fee to the sales and/or purchase agents, such fee to be paid at closing.

Accounting

The Company shall hire an accountant who shall keep accurate books and records of the Company's activities. Members shall have access to the Company's books and records on request.

Documents

All long form documents associated with the Operating Agreement of the Company shall be satisfactory to the Members.

This Outline of the Company's Operating Agreement is preliminary and does not include all of the terms and conditions of a full operating agreement, and has been prepared to facilitate discussions among the Members regarding the proposed Project.

SIGNATURE PAGES BELOW

FOIA CONFIDENTIAL TREATMENT REQUESTED

AGREED TO BY THE PARTIES BELOW:

BANNEKER VENTURES, LLC

By: _____
Name: Omar Kallam
Title: Principal

DISTRICT DEVELOPMENT GROUP, INC.

By: _____
Name:
Title:

METROPOLIS DEVELOPMENT COMPANY, LLC

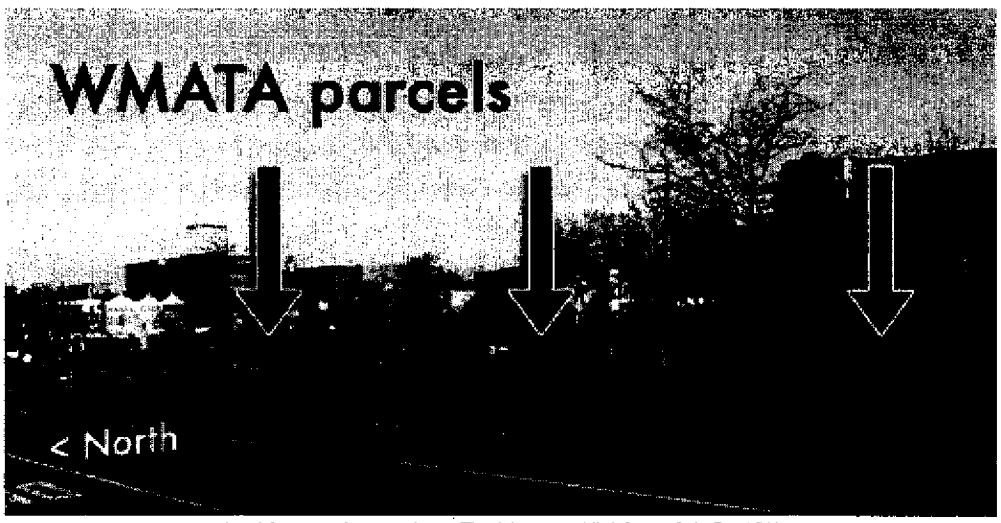
By: _____
Name: MERRICK T. MALONE
Title: Principal and Executive Vice President

WMATA poised to sell parcels above the Green Line tunnels

by Eric Fidler • April 26, 2011 10:47 am

WMATA is finally nearing a sale for 3 lots it has been trying to sell for 9 years. The drawn-out saga illustrates how financing struggles and board politics bogged down a real estate decision for nearly a decade. A sale plus DC's urban design requirements for the area mean that walkable urban buildings will likely finally fill these empty spaces.

The 3 vacant lots are on the 700 and 800 blocks of Florida Avenue NW, on the east end of the U Street corridor. The agency has just put the lots out to the development community for the fourth time in 9 years. Judging by the brief sales window and by developer JBG's previous hefty offer, I suspect the lots will be sold for a mixed-use development quite soon.



Looking southeast along Florida Ave. NW from 9th St. NW

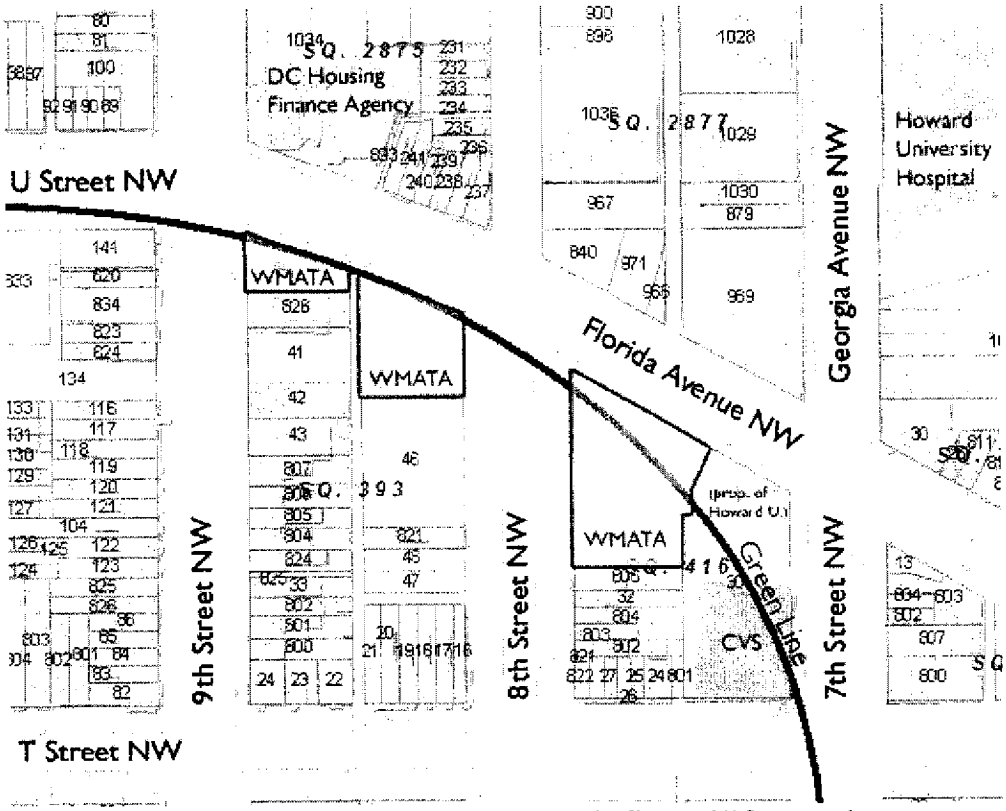
First let's revisit the past 9 years of ill-fated sales attempts.

The agency acquired the lots decades ago to build the Green Line, which cuts under them as it turns from U Street to 7th Street. The lots have remained vacant, save for weekend flea markets, ever since.

In the 1990s, WMATA considered selling the easternmost lot to Checkers, which likely would have built an asphalt-heavy, auto-oriented drive-thru like their location at 14th and Maryland, NE in Capitol Hill. The deal fell through and nothing was built.

In 2002 WMATA put the lots out for proposals and tentatively set a deal with Howard University in 2003. The university already owns the lot occupied by the CVS and its surface parking lot on 7th Street between Florida Avenue and T Street NW.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013940



These 3 lots are above the Green Line between the Shaw and U Street stations.

Litigation brought that Howard deal to a halt, and WMATA offered the lots again in 2007, this time for a long-term lease. Banneker Ventures LLC, infamous for its park contracts, won that round and aimed to lease the land for redevelopment into apartments and retail space.

The deal with Banneker was ill-fated at best since it appears that DC's representatives, Councilmember Jim Graham and City Administrator Neil Albert, were at odds over the lease. On the Kojo Nnamdi show, Banneker's head, Omar Karim, accused former WMATA board member and current Ward 1 councilmember Jim Graham of delaying the project so it could be awarded to another developer. Albert, a Fenty appointee, was supportive of Banneker, which was accused of receiving undue favorable treatment in city contracts.

Leasing rather than selling the land brought in other complications. Some parcels adjoin others and some developers were hoping to combine parcels to create a larger development project. But it's difficult if not impossible to structure a lease where someone then builds a building half on the leased land and half on adjoining land owned by someone else.

A lease doesn't require the developer to put much money down, and therefore some, possibly including Graham, feared that as a less experienced developer, Banneker might not ultimately be able to make a high-quality project work. That could either leave the property mostly vacant for longer or result in buildings not worthy of being the eastern end of the U Street commercial corridor.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013941

Finally after multiple extensions, the WMATA Board last year voted to end its engagement with Banneker and the agency put the lots on the table yet again. This time, they structured it as a much simpler "excess property land disposition" process rather than the more complex and collaborative "joint development" process, for either sale or lease. U Street land baron JBG offered WMATA $11.5 million, by far the highest price for the lots.

For esoteric technical reasons, the agency recently determined that in this round, none of the offers were "technically compliant," and no sale could be completed. (WMATA used a bid procurement process typically used for buying very specific items with no variation; adapting it to real estate is challenging for anything except an outright fee simple sale. WMATA included a standard lease form in its package of bid materials, and a successful bidder would have to meet all bid forms' criteria precisely with no deviations or risk being disqualified.)

Now, more than a decade after the initial Checkers idea, WMATA is requesting bids again. These will be due May 2, leaving a 3-week window for offers. It's less likely, therefore, that any new bidders will come in, though the previous bidders might change their offers for this round.

Despite these delays, there is some good news as to what *must* go on these lots. WMATA's RFP for the lots mandates a mixed-use development in compliance with the Office of Planning's DUKE Plan:

> *WMATA parcels should be developed to include active, ground floor arts and retail with offices and residential above. Preference may be given to projects which include specialty restaurants, a small-format anchor and/or a cluster of retail shops, small clubs, and/or museum uses themed to the African American culture and experience of the district.*

For this specific site, the DUKE plan has several requirements which WMATA has incorporated into their solicitation:

- Any tall building must provide a "meaningful cornice" at 65 feet and then step back at a 1:1 ratio above that point.
- The ground-floor commercial or cultural bays must be 14 feet tall, thus creating welcoming retail spaces.
- No parking will be permitted on or above ground.
- All buildings must have zero setbacks, meaning they must be built up to the street-fronting property lines.

The tops of the Green Line tunnels are about 30 feet below the surface, thus limiting the size of any underground garage. Since the lots are with within 900 feet of *two* Metro stations, any project shouldn't need a lot of parking.

The DUKE plan requirements mandate design features that create vibrant streets. Ground-floor retail or cultural space, and the fact that the buildings will go up to the sidewalk, are qualities that will

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013942

enliven the sidewalk, especially at night. Prohibiting above-ground parking will prevent unsightly parking decks and will limit the ability for projects to induce car traffic.

Hopefully, this last round will finally transform these vacant lots into productive uses that enhance, rather than detract from, the area. With Progression Place and the Howard Theatre already in the works, and Howard Town Center just a few years off, these blocks are slated for some much-needed rejuvenation.

The WMATA Board still gets to ultimately approve or reject any winning bids, but this more straightforward process involves them less deeply in specific decisions. Plus, with new Board members less interested in managing details, it's likely the political fights of last year won't repeat themselves, and neighbors won't have to suffer another decade of vacant lots.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013943

PLANNING, DEVELOPMENT AND REAL ESTATE COMMITTEE
June 26, 2008

Joint Development Selection Criteria/Integrity and Ethics

WMATA-INV 013944

FOIA CONFIDENTIAL TREATMENT REQUESTED

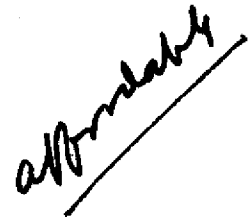
Joint Development Selection Criteria — Integrity and Business Ethics

Florida Avenue solicitation provided for termination of selected developer if found not to have satisfactory record of integrity and business ethics.

- post-selection rather than qualification/responsibility criteria
- joint development guidelines can be amended to include as a selection criteria

Federal government contractors must have a satisfactory record of integrity and business ethics.

WMATA uses Federal Acquisition Regulations (FAR) as guidance in standard procurement, but joint development has its own guidelines.



WMATA-INV 013945

FOIA CONFIDENTIAL TREATMENT REQUESTED

Joint Development Selection Criteria — Integrity and Business Ethics *(continued)*

FAR requires a certificate from offerors and their principals that they (in summary):

- are not ineligible for award of Federal contracts;
- are not currently indicted for and have not recently been convicted of or had a judgment entered regarding malfeasance in public contracting or certain dishonesty crimes; and
- do not have an unsatisfied tax delinquency of greater than $3,000.

Certificate responses are evaluated as a matter of responsibility. Inability to certify does not necessarily preclude award. A failure to respond, on the other hand, bars award.

- The contractor may be terminated for default if it knowingly provides an erroneous certificate.

WMATA-INV 013946

FOIA CONFIDENTIAL TREATMENT REQUESTED

Joint Development Selection Criteria — Integrity and Business Ethics *(continued)*

In 2000, the FAR council issued a final rule further defining what constitutes a "satisfactory record of integrity and business ethics" as persuasive evidence of noncompliance with labor, employment, environmental and consumer protection laws.

- A broad coalition of business organizations brought suit alleging the rule lacked adequate justification or guidelines to prevent arbitrary and abusive implementation.
- Other industry associations and congressional representatives also sought suspension of the rule.
- The FAR council responded by staying the rule.

WMATA-INV 013947

FOIA CONFIDENTIAL TREATMENT REQUESTED

Joint Development Selection Criteria — Integrity and Business Ethics *(continued)*

Possible Approach for Joint Development

- Use FAR and local procurement integrity and business ethics standards to evaluate developer integrity and business ethics. Local standards are similar to the FAR in some respects and supplement the FAR in other respects.
- Require self-certification by the developer on behalf of its principals, members and other related entities.

WMATA-INV 013948

FOIA CONFIDENTIAL TREATMENT REQUESTED

Draft Certification Regarding Responsibility Matters

The offeror hereby certifies to the best of its knowledge and belief that the offeror, any "principal" of the offeror, any member of the offeror (including a principal of any member that is an entity) or any other entities in which the foregoing have been principals or members during the past three years:

1. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from award of contracts by any Federal agency or any agency of any political subdivision in WMATA's Transit Zone;

2. has not within the past three years been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a Federal, state or local contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal, state or local criminal tax laws, or receiving stolen property;

WMATA-INV 013949
FOIA CONFIDENTIAL TREATMENT REQUESTED

Draft Certification Regarding Responsibility Matters *(continued)*

3. Is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in the previous paragraph;

4. is not in arrears or in default of payment of any money or obligation due the Federal government or any political subdivision in WMATA's Transit Zone; and

5. has no adjudicated violations and has not paid penalties relating to the housing, building and licensing laws, regulations, codes and ordinances of any political subdivision in WMATA's Transit Zone during the past three years.

An offeror that is unable to certify to the statements in this certification shall attach an explanation to this proposal. An offeror that fails to execute this certification or fails to provide adequate information for WMATA to evaluate its inability to certify to the statements in this certification may be ineligible for award.

WMATA-INV 013950

FOIA CONFIDENTIAL TREATMENT REQUESTED

Draft Certification Regarding Responsibility Matters *(continued)*

This certification is a material representation of fact upon which reliance will be placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to WMATA, WMATA may terminate the contract resulting from this solicitation for default.

The offeror shall provide immediate written notice to WMATA if at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Signature: _____

Title: _____

Date: _____

WMATA-INV 013951

FOIA CONFIDENTIAL TREATMENT REQUESTED

Appendix:
Summary of Local Integrity and Business Ethics Standards

Local procurement guidelines provide these standards to evaluate offeror integrity and business ethics as part of the responsibility determination:

- Arlington County: "the moral and business integrity and reliability which will assure good faith performance," Purch. Manual Sec. 1-201;
- District of Columbia: "a satisfactory record of integrity and business ethics" & "compliance with the applicable District licensing and tax laws and regulations," 27 DCMR 2200.4;
- Fairfax County: "character, integrity, reputation, judgment, experience & efficiency" & "previous and existing compliance . . . with laws and ordinances relating to the contract or services" & "whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent," Purch. Res. Art. 2;
- Montgomery County: "previous and existing compliance by the offeror with laws and ordinances relating to the contract and services" & may deny award "to any offeror who is in default of payment of any money due the County," Proc. Reg. Sec. 6.3; and
- Prince Georges' County: "integrity and reliability which will assure good-faith performance," Pub. L.L. Subtitle 10A-101.

WMATA-INV 013952
FOIA CONFIDENTIAL TREATMENT REQUESTED

MEMORANDUM FOR: Chairman and Members of the Board

SUBJECT: Shaw-Howard/Florida Avenue Joint Development Record Review

A review of the Shaw-Howard/Florida Avenue Joint Development Developer selection process and record, as requested by Mr. Graham, is provided in this memorandum. The following supporting documents are attached:

- Expression of Interest Response evaluation sheet
- Letter to Banneker Ventures dated December 4, 2007
- Letter from Banneker Ventures dated December 14, 2007
- Letter from Metropolis Development Company dated January 28, 2008
- Memorandum from N. Bottigheimer to J. Catoe recommending Banneker Ventures, and attached thereto, a Memorandum from R. Doggett through J. Washington to N. Bottigheimer recommending Banneker Ventures. (Also includes Proposal evaluation score sheet.)
- Outline of Operating Agreement Between Banneker Ventures, LLC, District Development Group, Inc. and Metropolis Development Company, LLC, dated March 11, 2008
- Letter to Moddie Turay dated December 4, 2007
- Letter from Moddie Turay dated December 17, 2007
- Letter to Lakritz Adler dated December 4, 2007
- Letter from Lakritz Adler dated December 18, 2007
- Financial Assumptions used by Bolan Smart Associates to determine Net Present Value (includes calculations for two competitive proposals)
- Balance Sheets for Lakritz Adler
- Certification of Minimum Net Worth from Clark Enterprises
- Biography of Mr. Warren C. Williams, Jr.

Background

In Spring 2007, Metro issued a Request for Expressions of Interest ("REI") for its Shaw-Howard/Florida Avenue joint development sites (hereinafter the "Property" or the "JD Site"). Staff review of the REI evaluated the proposals based on conformity with the Duke Plan; WMATA Return; Schedule (time to

Washington Metropolitan Area Transit Authority

600 Fifth Street, NW
Washington, D.C. 20001
202/962-1234

By Metrorail:
Judiciary Square-Red Line
Gallery Place-Chinatown
Red, Green and Yellow Lines

A District of Columbia Maryland and Virginia Transit Partnership

DRAFT – NOT FOR DISTRIBUTION – DRAFT
ATTORNEY-CLIENT PRIVILEGED DOCUMENT

FOIA CONFIDENTIAL TREATMENT REQUESTED

completion); Developer's Ability to Perform; and Developer's Track Record. Staff in WMATA's Office of Station Area Planning and Asset Management of the Department of Planning and Joint Development ("SAAM"), evaluated and ranked these proposals and requested detailed proposals from those six developers who met the minimum requirements.

On October 5, 2007, in response to WMATA's request, detailed proposals were received from teams led by: Banneker Ventures; Lakritz Adler; and Moddie Turay Company. In each case the lead developer included other partners to strengthen their proposal and provide needed technical and financial support. Proposals were reviewed by Staff and Staff interviewed each team to discuss both the financial and technical aspects of the proposals. The evaluation criteria used by staff were those stated in the request for detailed proposals:

Technical Criteria

- Does the development reflect transit oriented development principles?
- Is the project viable/marketable?
- What is the Development Team's experience?
- Is the development innovative/creative?
- Is the development proposal compatible with the local land use plan?
- What benefits are provided to the local jurisdiction?

Economic Criteria

- What is the financial benefit to WMATA?
- What is the financial viability of the Proposal?
- Will the development enhance ridership?

Each development team was given the opportunity to 1) supplement their submissions where those submissions were found to be lacking; and 2) increase compensation to WMATA. The proposals received a numeric ranking on a scale of one to 100. Staff recommendation to management was the highest ranked developer, Banneker Ventures. Staff was aware, at the time of its recommendation, that Metropolis Development had replaced Donatelli Development as a partner on the Banneker team. Management agreed with Staff recommendation and made its recommendation to the General Manager on February 26, 2008.

Banneker Ventures Financial Submissions

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013954

Banneker Ventures made a timely submission in response to WMATA's request for a detailed proposal. As part of Staff's review, several deficiencies were identified and Staff sent a letter to Banneker dated December 4, 2007 requesting, among other things:

- Evidence of the interest of MacFarlane Partners in providing equity for this project;
- Documentation of the creditworthiness of the entire team, and
- Balance sheets [of Banneker Ventures, LLC].

Banneker Ventures provided written responses, with supporting documentation on December 14, 2007. The response included financial documentation from MacFarlane Partners; letters of interest from three additional investment entities; and the Balance Sheet, Income Statement and Statement of Cash Flow from Banneker Ventures, LLC. As shown by the hand-written notes on the Letters of Interest, Staff communicated with the potential financial backers of the Banneker development and received positive feedback. Staff communication with these investment interests are not clearly dated, but appear to have occurred on or before January 8, 2008.

Substitution of Metropolis Development Company

The Florida Avenue Joint Development Site: Proposal Submission Requirements address the eventuality of a Change in Composition of Developer or Development Team at Section 5.1.C.1. This section states that "Prior to designation of the Selected Developer, a Developer may change its composition or the composition of its Devlopment Team only with WMATA's prior wirtten approval. If WMATA does not approve the change, and the Developer does not want to proceed in accordance with its Proposal, WMATA will return the Proposal Security without interest."

By letter dated January 28, 2008, Metropolis Development Company ("Metropolis") joined Banneker Ventures and District Development Group as part of the Banneker Team. This partnership was later memorialized in that Outline of Operating Agreement Between Banneker Ventures, LLC., District Development Group, Inc. And Metropolis Development Company, LLC, dated March 11, 2008.

No additional documentation regarding this substitution is found in the file, however, as the January 28th letter indicates, Metropolis is a known entity having participated in the development of the Langston Lofts project with Metro at 14th and V Streets. It is my understanding that the substitution of Metropolis

FOIA CONFIDENTIAL TREATMENT REQUESTED

had no impact on the financial strength of the Banneker team. This is because of the high marketability of the proposed project at the JD Site and because of the strength of another equity partner of the team: MacFarlane Partners D.C. Rather, the impact of the removal of Donatelli Development was to call into question the team's ability to manage the construction of the project. The construction management experience, shown in the January 28, 2008 letter, allowed Staff to accept the change in membership and advance Banneker Ventures as the proposed developer. In addition, on or about June 16, 2008, Metropolis did submit a Condensed Balance Sheet showing its financial strength as of December, 2007.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013956

From the Washington Business Journal:
http://www.bizjournals.com/washington/stories/2008/07/14/story15.html

Inner Loop

Jim Graham takes on Warren Williams

Premium content from Washington Business Journal

Date: Monday, July 14, 2008, 12:00am EDT

Related:

Health Care, Commercial Real Estate, Economic Snapshot

Warren Williams Jr. is making headlines these days — too many, for some members of the D.C. Council.

In December, his Banneker Ventures LLC was part of a group tapped to redevelop the Sursum Corda housing project Northwest One, part of the city's New Communities program. Later, Banneker was the winning bidder — OK, the only bidder — to redevelop the Strand Theatre in Northeast. And just recently, Banneker was selected by the Metro board to develop an agency-owned lot on Florida Avenue NW.

But that's not why Williams has been in the papers so much lately. He and his wife, Alaka Williams, are the couple behind the company embroiled in controversy over the contract to run the D.C. Lottery, as The Washington Post reported. Mayor Adrian Fenty and Chief Financial Officer Natwar Gandhi favor a proposal from their company, W2I, over the existing operator, LTE. But the mayor, facing a skeptical council and accusations of cronyism, recently withdrew the proposal, meaning the council won't consider it until September at the earliest.

Some council members, including Jim Graham, D-Ward 1, are upset about Williams' past. He co-owned Club U — a hip-hop club in leased space inside D.C.'s Franklin D. Reeves Municipal Center at 14th and U streets NW — that closed in 2005 after a fatal stabbing on the premises.

Graham, a member of Metro's board, was so wary of Williams that he tried to derail efforts to award to him the Florida Avenue lot. While the original solicitation includes a provision allowing the board to fire Banneker if its integrity is questioned, the board went further, directing staff to develop "business ethics" guidelines for selecting future development partners. He voted to approve Banneker.

Metro officials said they would specify what those guidelines are by September. No word from Williams about the whole brouhaha.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013957

Logan, Myra (COUNCIL)

From: Jim Graham [Jim@grahamwone.com]
Sent: Tuesday, July 15, 2008 5:12 PM
To: Logan, Myra (COUNCIL)
Subject: FW: Warren Williams properties
Attachments: DSC00016.JPG

be sure to download photos

I typically answer emails before 9 AM on weekdays. If you email me after that, it is likely that you will hear from me the next weekday. If there is a need to communicate prior to that, you may wish to call me.

Jim Graham, Councilmember, Ward One, 1350 Pa. Ave., NW, #105, Washington, DC 20004. 202-724-8181; 202-724-8109 (fax).

Chairman, Committee on Public Works and the Environment (including alcohol regulation). Main Committee Number: 202-724-8195. 1350 Pa. Ave., NW, #116, Washington, DC 20004.

Voting member, Board of Directors, WMATA/Metro.

Website: www.grahamwone.com

From: Robert Carroll [mailto:rwcarr633@gmail.com]
Sent: Monday, July 14, 2008 4:00 PM
To: Jim Graham
Subject: Fwd: Warren Williams properties

Mr. Graham,

I read today in the Washington Business Journal that you are challenging the city's business dealings with Warren Williams Jr.

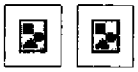
I support you in that effort, mainly because I have been forced to look at one of Mr Williams abandoned eyesores for the past 5+ years at the corner of 7th and Q Street NW. I know its not within your ward but from what I understand Mr Williams has a number of these properties throughout the city. It seems unbelievable that the city would continue to do business with a person that can not take proper care of his properties throughout DC. I have no idea what tax rate he's being charged for this vacant building..

The location of the property is 1547 7th Street NW, although there is a door to the building at 642 Q Street NW. This property has been the site of ongoing drug deals and a drug related shooting last year.

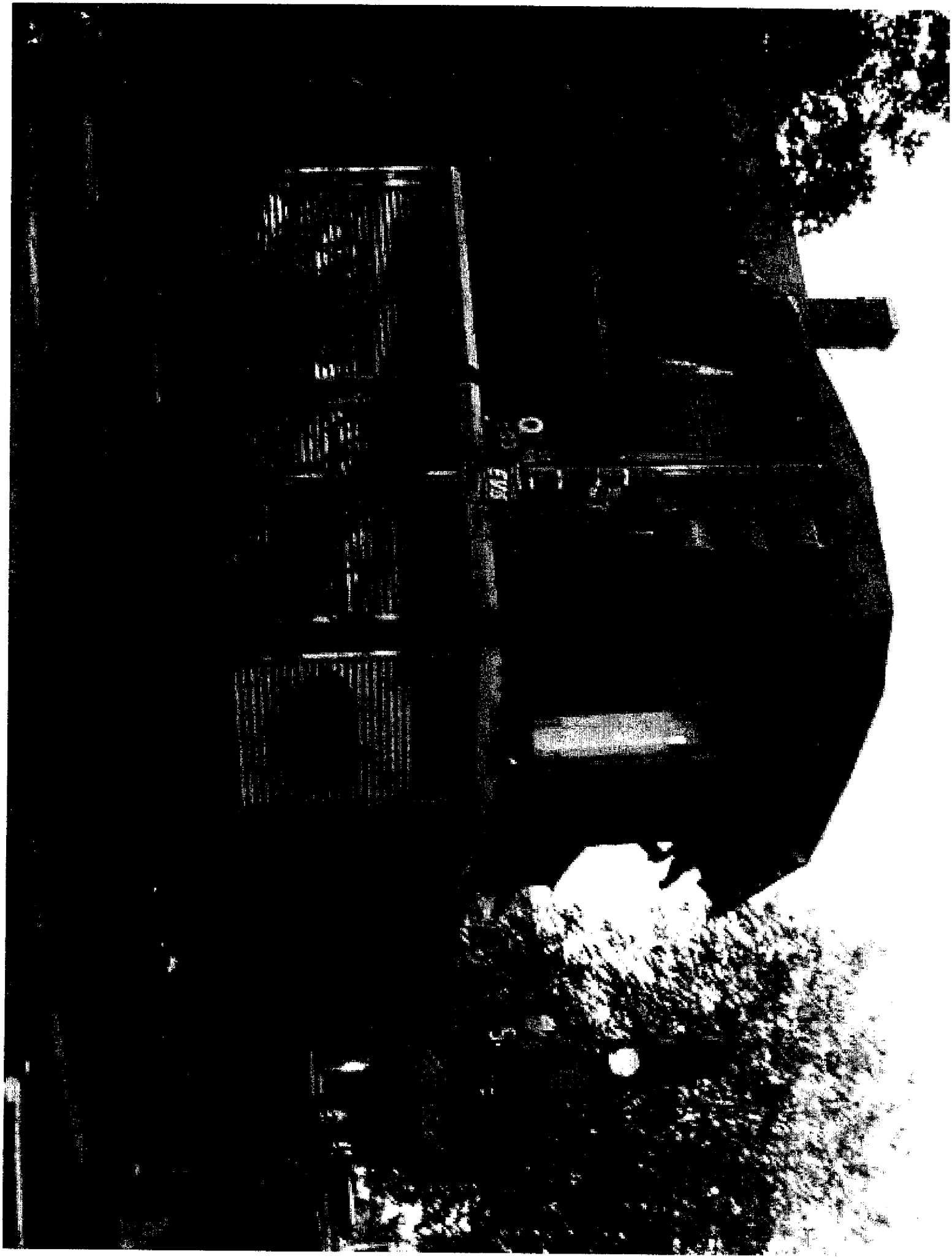
7/15/2008

I'm attaching a couple of pictures.

Good luck in your efforts...



7/15/2008



A. Scott Bolden
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April 27, 2010

CONFIDENTIAL

VIA OVERNIGHT MAIL AND E-MAIL

Richard Sarles
Interim General Manager
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, D.C. 20001

-and-

Peter Benjamin
Chair, Board of Directors
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, D.C. 20001

Re: Status of Banneker Ventures Term Sheet and Award of Jazz at Florida Avenue Project

Dear Messrs. Sarles and Benjamin:

We represent Banneker Ventures, LLC ("Banneker") and write to address the status of the Washington Metropolitan Area Transit Authority ("WMATA") Board of Directors ("Board") approval of the Banneker Term Sheet for the joint development project known as the "Jazz at Florida Avenue Project" (the "Project"). We received a letter today from Steven Goldin, Director Office of Station Area Planning & Asset Management, WMATA confirming that the WMATA Joint Development and Real Estate Committee had moved to extend Banneker's exclusive negotiation period to July 30, 2010, but noting that The WMATA Board had voted unanimously, without explanation or rationale, "to table" *indefinitely* any further consideration of Banneker's timely-submitted, amended Term Sheet. WMATA's attempt to provide itself an opportunity to begin negotiations with other developers, besides Banneker, during the exclusive negotiation period, without the Board ever considering or rejecting the amended Term Sheet as required by the Joint Development Solicitation, is outrageous and unlawful.

Below, we provide: (I) a background summary of the Project; (II) Banneker's responses to alleged WMATA Board concerns; (III) Banneker's allegations of inappropriate conduct by WMATA

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Board Member, Joint Development & Real Estate Committee ("Committee") Chair Jim Graham; and (IV) Banneker's request for immediate WMATA Board approval and award of the Project.

I. BACKGROUND

On May 31, 2007, Banneker submitted its Response to the Opportunity to Compete Against an Unsolicited Proposal for the redevelopment of WMATA-owned parcels located at Shaw-Howard/Florida Avenue to Gary Malasky, Contracting Officer, Office of Property Development and Management, WMATA. In preparing the proposal, Banneker assembled a team, which included Torti Gallas & Partners, Inc., an architectural company with previous experience working on WMATA joint development projects, and District Development Group, LLC, who would serve as co-developer for the Project.

On August 24, 2007, WMATA issued a Joint Development Solicitation ("JDS") for the joint development of real estate at the Shaw-Howard/Florida Avenue Joint Development Site (the "Site"). See Attachment 1, Joint Development Solicitation, Shaw-Howard/Florida Avenue Joint Development Site: Proposal Submission Requirements, August 24, 2007. According to the JDS, proposals were due on October 5, 2007.

On September 18, 2007, Myla Moss, Advisory Neighborhood Commission ("ANC") Commissioner, ANC 1B01, held a Town Hall meeting to allow the WMATA short-listed development teams to present their vision for redeveloping the Shaw-Howard/Florida Avenue site. According to Ms. Moss' letter to Nat Bottigheimer, Contracting Officer, Office of Property Development and Management, WMATA dated October 4, 2007, only the Banneker proposal responded to all the express needs and desires of the community. See Attachment 2, Letter from Myla Moss, Commissioner, ANC 1B01 to Nat Bottigheimer, WMATA, dated October 4, 2007. Accordingly, Ms. Moss' letter supported Banneker to receive the WMATA contract to perform the Project.

On October 5, 2007, Banneker responded to the JDS and submitted a proposal to WMATA after assembling a team of development and investment partners, which included: (1) Banneker (Developer); (2) District Development Group, LLC (Co-Developer); (3) Donatelli Development Inc. (Co-Developer); (4) Torti Gallas & Partners, Inc. (Project Architect); (5) MacFarlane Partners (Equity Partner); and (6) Tompkins Builders (General Contractor).

On December 17, 2007, Banneker presented the Project to WMATA to demonstrate their capability and commitment to developing the WMATA-owned parcels at the Shaw-Howard/Florida Avenue site. See Attachment 3, Banneker Presentation to WMATA, The Jazz at Florida Avenue, December 17, 2007.

On February 29, 2008, Rosalyn Doggett called Omar Karim and informed him that WMATA had designated Banneker as the Selected Developer of the Site. Over the next several weeks, WMATA and the Banneker-led team negotiated a Term Sheet resulting in a final version of the Term Sheet on March 18, 2008. During these negotiations, Ms. Doggett informed Mr. Karim that WMATA's Board

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should approve the Joint Development Agreement ("JDA") and resulting lease agreement with the Banneker-led team by October 2008.

In early April 2008, WMATA staff requested that the WMATA Board approve the Term Sheet previously agreed to by the parties and the selection of Banneker to perform the Project. Later that month, on April 17, 2008, Rosalyn Doggett contacted Omar Karim to inform him that WMATA Board Member Jim Graham raised issues regarding the participation of then Banneker principal Warren Williams, Jr. in the Project. Ms. Doggett recommended that Banneker respond to the issues raised by Jim Graham in a written submission to WMATA.

More specifically, Ms. Doggett suggested that Banneker's written submission state that Mr. Williams would not participate in the WMATA deal, if Banneker's selection was approved by the WMATA Board. By letter dated April 23, 2008, Banneker wrote WMATA to address the concerns raised by Mr. Graham. See Attachment 4, Letter from Omar Karim, Banneker to Rosalyn Doggett, WMATA dated April 23, 2008.

On April 24, 2008, during the monthly meeting conducted by the Committee, Mr. Graham requested that Banneker's designation as the Selected Developer of the Site be discussed in Executive Session of the Committee. Following the closed door meeting, the Committee reconvened in public and Mr. Graham moved to defer the WMATA Board approval of Banneker to serve as the Florida Avenue Developer and approval of the Term Sheet for a period of not less than 60 days. See Attachment 5, WMATA, Minutes of Planning, Development and Real Estate Committee, April 24, 2008.

By letter dated May 9, 2008, Banneker wrote WMATA to respond to further questions raised by Jim Graham regarding alleged obligations due the District of Columbia by Mr. Williams. See Attachment 6, Letter from Omar Karim, Banneker to Joel Washington, WMATA dated May 9, 2008. The letter clarified that Mr. Williams did not have any outstanding financial obligations due to the District in either his personal or corporate capacities.

In June 2008, WMATA staff again requested that the WMATA Board approve the Term Sheet previously agreed to by the parties and the selection of Banneker to perform the Project. On June 26, 2008, during a meeting of the Committee, Mr. Graham once again requested that the Committee discuss approval of Banneker's selection in Executive Session. See Attachment 7, WMATA, Board Agenda Review as of June 3, 2008. Following the Executive Session, the matter was eventually brought before the Committee in a public meeting during which the Committee approved both Banneker's selection as the Selected Developer and the Term Sheet over Mr. Graham's objections.

Following the June 26, 2008 Committee meeting, the WMATA Board reconvened later that day to review and vote on matters that had been approved by the various Board committees. During the full meeting of the Board, Mr. Graham approached and met briefly with Mr. Karim while he was in the audience. Mr. Graham informed Mr. Karim that he would vote for Banneker's selection to perform the Project, but that Mr. Karim needed to meet with him to discuss the Project.

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On or about July 2, 2008, Mr. Graham and Mr. Karim met at Mr. Graham's Council of the District of Columbia office and then again at a restaurant to discuss the Project. During these meetings, Mr. Graham informed Mr. Karim that he wanted the Project to set aside 20% of its residential units as affordable housing. Mr. Graham also strongly suggested that Banneker add LaKritz Adler, a small, local real estate firm, to its development team for the Project or purchase their interest in an adjacent property that LaKritz Adler was controlling at the time. LaKritz Adler and its principals contributed significantly to Mr. Graham's District of Columbia Council re-election campaign. Ultimately, Banneker chose not to add LaKritz Adler to its development team.

On or about July 25, 2008, WMATA and Banneker participated in the Project kick-off meeting. At this meeting, Banneker provided WMATA with an executed copy of the Term Sheet and paid the $100,000 Option Fee as required by the JDS.

From July 2008 through March 2009, the parties engaged in continuous negotiations to enter into a finalized JDA.

In January 2009, Mr. Graham became Chairman of the WMATA Board. During his entire tenure as a WMATA Board Member and Chairman, Mr. Graham has injected himself into the day-to-day management of WMATA operations and has exceeded the scope of his duties as a WMATA Board Member. For example, in July 2009, Mr. Graham took it upon himself to contact the independent appraiser, who had been hired by WMATA staff to appraise the value of the Site, before the appraiser had submitted its appraisal report.

On March 6, 2009, Banneker provided WMATA with a letter from Banc of America Community Development Corporation ("Banc of America"). See Attachment 8, E-mail correspondence from Omar Karim, Banneker to Emeka Moneme, WMATA sent on March 6, 2009 at 3:00PM. Banc of America agreed to become a Co-Developer of and provide direct equity investment into the Project.

On April 23, 2009, WMATA's Board approved a one hundred twenty (120) day extension of the negotiation period between WMATA and Banneker regarding the Project. See Attachment 9, Letter from Emeka Moneme, WMATA to Leila Edwards, District of Columbia Department of Housing and Community Development, dated June 1, 2009.

By e-mail sent on May 29, 2009, WMATA informed Banneker that a possible JDA was imminent. However, WMATA indicated that it could not finalize the JDA until an outside appraisal of the deal was conducted by an independent contractor. See Attachment 10, E-mail correspondence from Rosalyn Doggett, WMATA to Omar Karim, Banneker sent on May 29, 2009 at 4:53PM.

From August 2009 through October 2009, WMATA proposed to change the Project from a lease agreement to a purchase agreement, whereby Banneker would own the property.

On or about September 10, 2009, WMATA staff requested another extension of the negotiation period with Banneker and the WMATA Board approved the extension.

against Metro policy

On October 22, 2009, Mr. Graham met with Mr. Karim and Banneker's Chief Financial Officer ("CFO") to discuss the Project. Mr. Graham told both Mr. Karim and Banneker's CFO that the "firm should not have bid on the WMATA project" and that he "won't allow the sale of the WMATA-owned parcels located at Shaw-Howard/Florida Avenue." Mr. Karim told Mr. Graham that Banc of America preferred a sale, and had spent the past few months underwriting the Project as a sale. Mr. Graham told Mr. Karim that Banneker could get a new joint venture partner to facilitate the lease of the WMATA-owned parcels.

Moreover, Mr. Graham also told Mr. Karim that he would ensure that the Project would not get delayed if Mr. Karim agreed to change the Project from a sale of property to a lease. Mr. Karim agreed with Mr. Graham's request to change the Project back to a lease agreement. Later that day, Mr. Karim had several telephone conversations with John Catoe, Jr., the then-WMATA General Manager and Mr. Graham to discuss the terms of the lease.

By e-mail correspondence sent on October 22, 2009 from Steven Goldin, WMATA's Director of Station Area Planning & Asset Management, WMATA informed Banneker that "per direction from our Board, we are proceeding with preparing a Term Sheet for the lease of our property. The matter is to be taken up by the full Board in a special meeting in two weeks." See Attachment 11, E-mail correspondence from Steven Goldin, WMATA to Omar Karim, Banneker sent on October 22, 2009 at 3:08PM.

On or about November 16, 2009, WMATA staff submitted the parties' revised Term Sheet to the WMATA Board for approval. See Attachment 12, E-mail correspondence from Rosalyn Doggett, WMATA to Omar Karim, Banneker sent on November 16, 2009 at 8:54AM.

By e-mail correspondence sent on November 19, 2009, WMATA informed Banneker that the WMATA Board discussed the Term Sheet, but the WMATA Board took no action. See Attachment 13, E-mail correspondence from Steven Goldin, WMATA to Omar Karim, Banneker sent on November 19, 2009 at 5:22PM. This correspondence further advised Banneker that the WMATA Board directed WMATA staff to address specific issues raised by the Board regarding the initial capitalized lease payment and the lack of a payment "reset" for the first 60 years under the lease.

Following the November 19, 2009 meeting of the WMATA Board, Banneker was able to convince its equity partner to reduce its return on their investment and therefore increase the capitalized lease that the Banneker team could pay WMATA. WMATA and Banneker negotiated a revised Term Sheet which WMATA's staff then recommended to the WMATA Board for approval.

On January 14, 2010, although the WMATA staff recommended the Committee approve the revised Term Sheet, the Committee informed WMATA staff that it wanted Banneker to pay additional funds to perform at the Site. In this regard, the Committee moved to approve a time extension to allow WMATA staff and Banneker to negotiate an amended Term Sheet for the Site, which was to be brought to the WMATA Board by March 31, 2010. See Attachment 14, WMATA, Committee, Minutes of Planning, Development and Real Estate Committee, January 14, 2010.

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Following the January 14, 2010 meeting of the WMATA Board, Mr. Graham becomes Chair of the Committee.

From January 14, 2010 through March 25, 2010, WMATA and Banneker engaged in negotiations to reach final agreement with regard to the amended Term Sheet for the Project. Prior to March 25, 2010, the parties reached final agreement on the amended Term Sheet and submitted it to the WMATA Board for approval. The revised Term Sheet significantly increases the capitalized lease payment that Banneker would pay WMATA from the amount submitted to the WMATA Board at the January 14, 2010 meeting.

On March 25, 2010, the WMATA Board discussed the executed amended Term Sheet in Executive Session, but, at the behest of Jim Graham, the Board removed from their agenda consideration of the amended Term Sheet and the WMATA Board did not take any action to approve it.

Since the March 25, 2010 WMATA Board Executive Session meeting and subsequent tabling of the approval of the executed amended Term Sheet at the public WMATA Board meeting, WMATA has not taken any action with regard to its further consideration and approval of the executed amended Term Sheet. Moreover, the Committee is not scheduled to meet to discuss the Banneker Project in the month of April.

On April 26, Steven Goldin, Director Office of Station Area Planning & Asset Management, WMATA sent a letter to Banneker confirming that the WMATA Joint Development and Real Estate Committee had moved to extend Banneker's exclusive negotiation period to July 30, 2010. Mr. Goldin's letter noted that The WMATA Board had voted unanimously, without explanation or rationale, "to table" indefinitely any further consideration of Banneker's timely-submitted, amended Term Sheet without the Board ever considering or rejecting the amended Term Sheet as required by the Joint Development Solicitation.

II. BANNEKER'S RESPONSES TO ALLEGED WMATA BOARD CONCERNS

During the course of the negotiations between WMATA and Banneker, mentioned above, WMATA raised concerns regarding Banneker's ability to: (a) perform the Project; (b) have a joint venture partner to work with Banneker on the Project; and (c) maintain financing to perform the Project. Each of these concerns is addressed below.

A. Banneker Has the Experience to Perform the Project

Banneker is a full service real estate firm that specializes in providing construction, construction management, real estate development and real estate advisory services to the public and private sectors. The firm focuses its resources and experience on transforming neighborhoods throughout the Mid-Atlantic region of the United States. The Banneker management team has more than 40 years of construction, construction management, development and finance experience in the public and private real estate sectors. In this regard, Banneker is known for its ability to work on and complete complex construction projects on time and within budget.

As part of its proposal, Banneker provided WMATA with three (3) examples of prior construction and land development projects for which Banneker played a significant lead role. Moreover, Banneker currently plays a significant role as the lead or co-lead on the following projects: (1) Walker Jones Education Campus; (2) Deanwood Community Center; and (3) Joiner Shop Lofts. All of these projects are comparable to the WMATA Project.

(1) Walker Jones Education Campus

Banneker provided project management and construction management services toward the design and construction of the Walker Jones Education Campus in the District of Columbia. This $50 million project involved the design and construction of a: (i) 100,000 square foot public school; (ii) 20,000 square foot recreation center; and (iii) 5,000 square foot library. Construction of this project was completed on time and within budget in December 2009. This project was the fastest public school ever built in the District of Columbia.

(2) Deanwood Community Center

Banneker is providing project management and construction management services toward completion of the Deanwood Community Center project in the District of Columbia. This project is a 63,000 square foot community center and library facility with a project budget of $32 million. The facility includes an indoor swimming pool, locker rooms, gymnasium, game room, library, childcare facilities, senior services area, kitchen, and multi-purpose facilities. The facility is 85% complete and is expected to reach Final Completion in August 2010. Upon completion, the Deanwood Community Center will be the largest public recreation center ever built in the District of Columbia.

(3) Joiner Shop Lofts

Banneker is providing development management services toward completion of the $60 million Joiner Shop Lofts project. The Joiner Shop Lofts is an adaptive-use, residential and retail development that includes the conversion of a 157,000 square foot warehouse into a 170-unit apartment and retail project. This project is the first residential building that will be completed at The Yards, a large-scale, mixed-use redevelopment of a 42-acre former annex to the Washington Navy Yard.

The above successful projects evidence Banneker's unquestionable ability to serve as project and construction manager on major projects such as the "Jazz at Florida Avenue Project". The services provided by Banneker on the above projects are similar in size and scope to those necessary to perform the WMATA Project. Accordingly, Banneker certainly has the experience to successfully perform the Project.

B. Banneker Has Development Partners to Perform the Project

Jim Graham has been reported as claiming that Banneker does not have a development partner(s) to perform the Project. This simply is not true. Banneker has development partners to perform the Project.

As stated above, Banc of America was very interested and preferred the WMATA deal when the Project involved the sale of the WMATA-owned parcels. However, due to Mr. Graham's requests, the structure of the WMATA deal was changed to a lease. Given these facts, Jim Graham advised Banneker that it could select another development partner to replace Banc of America, if necessary. Accordingly, the executed amended Term Sheet contains language that allows Banneker to replace Banc of America with a development partner with similar experience as that of Banc of America, if necessary.

In addition, Banneker has assembled a team of other development partners, which includes: Torti Gallas & Partners, Inc. (Project Architect); Clark Builders Group (General Contractor); Love Funding Corporation (Project Financing); and Holland & Knight LLP (Land Use Counsel). During negotiations, Banneker provided WMATA with information from each of the above and can provide that information again upon request.

Accordingly, there is no question that Banneker has capable and competent development partners to perform the WMATA Project.

C. Banneker Has Financing to Perform the Project

The WMATA Board, particularly Jim Graham, has raised concerns as to whether Banneker has financing to perform the Project. In fact, Banneker has financing to perform the WMATA Project. Love Funding Corporation ("Love Funding"), a national full-service, commercial mortgage-banking firm that serves as a direct lender and financial intermediary to offer loan placement services for borrowers, as well as origination, consulting and servicing of loans for investors nationwide, has agreed to provide the majority of the financing needed for the Project. In addition, Banneker has received a commitment from the District of Columbia to provide grant funding. Finally, Banneker and its equity partner will provide any remaining financing needed for the Project. Indeed, there is no question that Banneker has financing to perform the WMATA Project.

III. BANNEKER'S ALLEGATIONS OF INAPPROPRIATE CONDUCT BY WMATA BOARD MEMBER JIM GRAHAM

As you are aware, Jim Graham serves on the WMATA Board and is currently the Chair of the Committee. The duties of the WMATA Board members are prescribed in the "Procedures for WMATA Board of Directors – 2010" ("WMATA Board Rules"), which were presented and approved on January 28, 2010. See Attachment 15, Procedures for WMATA Board of Directors – 2010, January 28, 2010. The Standards of Conduct for Members of the WMATA Board of Directors ("Standards of Conduct") are included as Attachment 2 to the WMATA Board Rules.

Banneker believes that Mr. Graham likely has engaged in inappropriate conduct and has violated WMATA's Standards of Conduct as prescribed in the WMATA Board Rules. Specifically, Mr. Graham, in violation of WMATA Board rules, has: (a) in July of 2008, misused his official position as a member of the WMATA Board and his position as a District of Columbia Councilmember to improperly influence WMATA's selection of Banneker by offering to support a separate piece of legislation pending before the District of Columbia Council that would benefit a former Banneker principal, in

exchange for Banneker resigning as the Selected Developer for the WMATA Project; (b) on July 2, 2008, Mr. Graham inappropriately offered Banneker a quid pro quo for his support of Banneker for the Project on the condition that Banneker agree to use a specific developer identified by Mr. Graham; and (c) Mr. Graham has not acted impartially and has instead repeatedly demonstrated bias against Banneker.

If necessary, Banneker and others will provide evidence of Mr. Graham's unethical conduct. At a minimum, Mr. Graham should be investigated by the WMATA Office of the Inspector General and/or not be allowed any further involvement in approval or oversight of the WMATA Project. According to the WMATA Board Rules, any Board member who willfully violates the WMATA Board Rules shall forfeit the Board member's position with WMATA. See id., Article VI.

IV. BANNEKER'S REQUEST FOR IMMEDIATE WMATA BOARD APPROVAL AND AWARD OF THE PROJECT

Banneker requests an opportunity to meet with the WMATA officials and/or Board to provide information or make a presentation to address any concerns the Board may have in order to facilitate the immediate approval of the executed amended Term Sheet. Toward that end, Banneker seeks immediate WMATA Board approval of the executed amended Term Sheet followed by an expedited negotiation in order to reach agreement and WMATA Board approval of the JDA and resulting lease agreement. As stated above, the negotiations for the Project have been ongoing for over two (2) years. Banneker has paid both the requisite Proposal Security ($100,000) and the Option Fee ($100,000).

In addition, Banneker has incurred significant additional costs as a result of the protracted WMATA contract negotiations. As a small business, Banneker should not be forced to continue to incur these costs absent a commitment from WMATA that a final deal to perform the Project is forthcoming.

The WMATA Board should act immediately to approve the Project and avoid further delays. The Project is being delayed as a result of the WMATA Board's failure to approve the executed amended Term Sheet.

V. CONCLUSION

WMATA and Banneker have been engaged in good faith negotiations regarding the award of the Project to Banneker since March 2008. Throughout these negotiations, Banneker has remained available to perform the Project and has remained , ready, willing and able to provide information, if necessary, to address any WMATA concerns in an effort to eliminate further delay of the contract award decision-making process. WMATA's announcement today that it plans to indefinitely "table" consideration of the amended Term Sheet WMATA Staff has executed with Banneker, without the Board ever meeting in public session to review and approve or reject it, itself demonstrates bad faith. Moreover, such action (or in this case inaction) cannot be in the best interests of WMATA.

Banneker requests a meeting as soon as possible with the appropriate WMATA officials, including members from the WMATA Joint Development & Real Estate Committee, in order to expedite WMATA's action on the the Project and formal consideration of Banneker's amended Term Sheet.

If the parties are unable to successfully move forward with action on Banneker's amended Term Sheet, given the foregoing, Banneker is prepared to seek any and all available remedies at law or in equity to address Banneker's damages and concerns regarding the selection process in this instance.

Sincerely, I am

A. Scott Bolden

Attachments

cc: Carol O'Keeffe, General Counsel, WMATA

The Washington Post

City Backs Out of Deal With New Company

CFO Taking 'Second Look' at Contractor

By Yolanda Woodlee
Washington Post Staff Writer
Thursday, April 10, 2008

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At the D.C. chief financial officer's request, Mayor Adrian M. Fenty has withdrawn a proposal to award a lottery contract worth more than $120 million to a new company. D.C. Council members had questioned the background and gaming industry experience of the company's owners.

The revelation came yesterday as Chief Financial Officer Natwar M. Gandhi testified at a routine budget hearing before the council's Committee on Finance and Revenue.

"We are taking a second look," Gandhi said. Later, in an e-mail, he said the office needed more time to "review and respond to the questions raised by the committee."

Gandhi, however, defended the contract, saying it will save more than $6 million a year and is "the best technological solution for the District." He said the office might resubmit the contract after completing criminal and civil background reviews.

Gandhi and Fenty (D) recommended awarding the lottery contract to W2I, a joint venture between local company W2Tech, created nine months ago, and international gaming giant Intralot. Lottery Technology Enterprises and its partner, GTech, a national lottery services provider, have had the contract for almost 25 years and have filed a formal protest over the deal.

In a letter to the council, Fenty said the D.C. Lottery and Charitable Games Control Board would save about $5 million a year by awarding the contract to a company that could provide state-of-the-art technology to help boost lottery sales and offer more games. LTE, which has been paid $80 million since 2000, has been plagued by an aging network. Its contract expires in November 2009, but the city wants to end it early to save costs.

W2Tech, the parent of the W2I partnership, was created by Warren C. Williams Jr., a real estate developer recently criticized by tenants for allowing his property to deteriorate. Williams has denied tenants' allegations that he was attempting to force them to move out so he could convert their apartments into condominiums. He and his father also owned Club U, which the District closed in 2005 after a patron was fatally stabbed there.

The council was skeptical of the contract, which could grow from $11 million a year for six years to $120 million if a five-year extension is granted.

Questions about the proposal were raised for the second time this week when D.C. Council member Jim

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Graham (D-Ward 1) asked Gandhi about the status of the lottery contract. During Monday's committee hearing, several council members expressed concerns about the background of W2I's owners and fairness and transparency in the bidding process.

Graham said yesterday that the city should "get our facts straight" before awarding the contract, which could have come before the council for a vote as early as Tuesday.

"I am asking you to withdraw this contract," Graham said yesterday.

Finance committee Chairman Jack Evans (D-Ward 2) told Graham the council and finance office, which oversees the lottery, had discussed dropping the proposal with Gandhi the previous day.

"Mr. Graham, we talked, remember," Evans said. "I actually made that request already."

Graham responded: "I was not aware a decision had been made."

In an interview after the meeting, Graham said he wanted to make sure the private discussion was stated publicly.

"I had known that the requests had been made," he said. "I wanted to hear it, on the public record, that this is in fact a withdrawn contract. If they come back with this, I want to see scrutiny."

The questions raised by some council members this week focused on the ownership of W2Tech and whether its partnership with Intralot, which is owned by a Greek conglomerate, constituted a bona fide joint venture. It appeared that Intralot was investing more money in the joint venture than its local partner, W2Tech.

Eric W. Payne, the contracting officer for the finance office, testified Monday that Janisha Richardson, a Ward 1 advisory neighborhood commissioner, was W2Tech's controller. City records indicate that Richardson is the company's principal owner.

Payne also said he did not know whether Alaka Williams, who was listed as the company's contact and with whom he was communicating, was related to Warren Williams Jr. She is his wife. Payne also said that Warren Williams Sr. had 35 years of gaming experience, including with the D.C. lottery when it started in 1982. He could not say whether the elder Williams had remained active in lottery services.

"Having those facts wrong robs you of the feeling of confidence of what they know and don't know," Graham said.

Council members also wanted to know whether Club U had paid $100,000 in back rent. The club was in the Frank D. Reeves Municipal Center at 14th and U streets NW. Bill Rice, spokesman for the D.C. Office of Property Management, said the back rent was paid, as scheduled, by January 2007.

Staff writer Nikita Stewart contributed to this report.

View all comments that have been posted about this article.

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Warren C. Williams, Jr

Principal

Mr. Williams oversees all land acquisitions for the firm while helping to guide the firm through the implementation of its $1 billion development goal. A native of Washington, DC, Mr. Williams grew up working in several local family-owned and operated businesses which allows him to leverage this experience for Banneker.

Prior to joining Banneker as a Principal, Mr. Williams was responsible for helping Washington, DC transform its neighborhoods through the development of two of the most recognized residential projects in the heart of the urban core of Washington: The Warrenton West, a 24,000 square foot upscale residential condominium project in the 16th Street Heights neighborhood, and The Warrenton, a 12,000 square foot market rate residential condominium project in the Brookland neighborhood. Each of these projects have been recognized by the Washington real estate community as "jewels" of their neighborhoods, literally transforming perceptions and exceeding expectations.

Mr. Williams received a Bachelor's degree from Drexel University. After a brief stint with Wilmer Cutler & Pickering LLP, he began his real estate career as a property manager with his family-owned firm, Williams Management. His experience managing his family's portfolio of properties, led him to leverage this portfolio and turn them into "jewels" within the urban core of Washington. During this period, Mr. Williams was able to create numerous strategic partnerships with financial, architectural, and construction institutions which have been invaluable to the success of the firms that he has been involved with, most recently Banneker.

Mr. Williams is a member of the District of Columbia Building Industry Association, Urban Land Institute and African American Real Estate Professionals of Washington, DC.

Florida Avenue Proposals
Bolan Smart Associates
October 2007

Common Assumptions

1. 60-year analysis proxy for 60-year ground lease terms.
2. Bidding on all three parcels, assume as one transaction.
3. Nonrefundable $100K option fee from WMATA award to negotiate.
4. Minimum development requirements maximizing 4.5 Matter of Right FAR totaling 130,000+/- square feet.
5. WMATA discount rate of 5.73% is used for NPV calculations using FY09 as starting point.

Moddie Turay (see BSA Table 1)

1. Retail / rental residential uses, totaling 132,475 sf.
2. No evidence presented of market value.
3. 8.0% of fair market value at stabilization ($519,696) estimated Dec 2011, appraiser method adjusted every 10 years. Fair market value set at $50 / FAR from Oct. 2007, escalated annually at 2.5%. What is definition of "stabilization"? Will pay for additional FAR if achieved at par. No additional participation offered.
4. Pre-stabilization predevelopment rent of $120K / year, commencing at execution of Ground Lease (six months after execution of Dev Agreement).
5. Under fee sale, would pay $50 / FAR ($6,496,200) within six months of execution of Dev Agreement. Suggest open to purchase price escalation discussions, but no commitment.
6. Remediation Plan??? BSA does not understand.
7. Indicate control of land adjoining parcel 1.
8. Claim no contingencies other than "permits and approvals". (WMATA should affirm a minimum of by-right land value.)
9. Financial capability all Clark, as is most of real development experience.

Lakritz / Alder (see BSA Table 2)

1. Variety of possible (and alternate) uses.
2. Indicates control of land adjacent to parcel 2.
3. Why a 120-day study period after execution of Dev Agreement?

4. No predevelopment WMATA payments other than deposit.
5. Delivery Dec 2012 / rent commencement Jan 2013.
6. 29-year initial plus seven 10-year extensions. What happened to 60-year lease term requirement?
7. Does 29-year lease term with renewals effectively circumvent DC tax recordation law / intent / WMATA willingness to collaborate?
8. Base rent commences at COO for each building, not to exceed 60 months from "contract ratification"?
9. Total initial base rent $233,253 (4.77% tracked to 30-year US Treasuries) (with 2.0% escalation if developer delayed).
10. Base rent increase 20% every ten years.
11. Fee sale would occur 120-days after building permits issued, not to exceed 42 months from contract ratification, totaling $4,890,000 (with 3.0% escalation if developer delayed). Nothing for greater density.
12. WMATA has all remediation responsibilities.

Banneker / District / Donatelli (see BSA Table 2)

1. Retail / arts / rental residential uses, totaling 127,600 FAR @ 4.5.
2. Proposal does not include adjacent properties.
3. Predevelopment WMATA payments of $100,000 per year, increasing by 10% if developer delayed more than 12 months.
4. Developer would charge remediation cost against WMATA proceeds.
5. Delivery Dec 2011 / rent commencement Jan 2012.
6. Estimated land value (to what date) $8,200,000.
7. Total initial base rent $500,000, escalated at 3.0% per year.
8. Offer of upside participation but no specifics indicated.

Recommendations / Next Steps

1. TBD

FOIA CONFIDENTIAL TREATMENT REQUESTED

BSA Table 1
Florida Avenue / Shaw - Mid December 2007 Proposals

			1 2008	2 2009	3 2010	4 2011	5 2012	6 2013	7 2014	8 2015	9 2016	10 2017	11 2018	12 2019	13 2020	14 2021	15 2022	50 2057
Banneker / District - lease																		
Revenues																		
Option Fee			$100,000															
Predevelopment Rent			$60,000	$100,000	$100,000													
Offeror Land Valuation																		
Base Rent	3.00%	fixed annual escalations				$500,000	$515,000	$530,450	$546,364	$562,754	$579,637	$597,026	$614,937	$633,385	$652,387	$671,958	$692,117	$2,617,307
Other Base Rent Adjustment		not applicable																
Total Gross Revenue			$160,000	$160,000	$100,000	$500,000	$515,000	$530,450	$546,364	$562,754	$579,637	$597,026	$614,937	$633,385	$652,387	$671,958	$692,117	$2,617,307
WMATA Participation	10.00%	of defined capital events																
Implied Initial Land Value	$7,847,280	FY08 assessed values																
	3.00%	annual compounded increase																
Terminal Value	$45,458,466	on land only	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$45,458,466
Cash Flow w/ residual			$160,000	$160,000	$100,000	$500,000	$515,000	$530,450	$546,364	$562,754	$579,637	$597,026	$614,937	$633,385	$652,387	$671,958	$692,117	$48,075,772
NPV																		
Base Rent	5.73%	discount rate	$12,336,401															
With Residual	5.73%	discount rate	$14,038,328															

Moodie Turay / Clark - lease (Option One: Illustrative without alley closing, assumed 130,000 FAR with initial value held at $65 / FAR)																		
Revenues																		
Option Fee			$100,000															
Predevelopment Rent	$10,000	per month	$90,000	$120,000	$120,000	$120,000												
Offeror Land Valuation	2.00%	pre stabilization escalator	$8,450,000	$8,619,000	$8,791,380	$8,967,208	$9,146,552											
Base Rent	8.00%	of offeror land valuation	$0	$0	$0	$0	$731,724	$731,724	$731,724	$731,724	$731,724	$731,724	$731,724	$731,724	$731,724	$731,724	$731,724	$731,724
Base Rent Adjustment	3.00%	10 yr compounded	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$281,153	$2,476,086
Total Gross Revenue			$190,000	$120,000	$120,000	$120,000	$731,724	$731,724	$731,724	$731,724	$731,724	$731,724	$731,724	$731,724	$731,724	$731,724	$1,012,877	$3,207,810
WMATA Participation	5.00%	of defined capital events																
Implied Initial Land Value	$0	FY08 assessed values																
	3.00%	annual compounded increase																
Terminal Value	$45,458,466	on land only	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$45,458,466
Cash Flow w/ Residual			$190,000	$120,000	$120,000	$120,000	$731,724	$731,724	$731,724	$731,724	$731,724	$731,724	$731,724	$731,724	$731,724	$731,724	$1,012,877	$48,666,275
NPV																		
Base Rent	5.73%	discount rate	$10,161,978															
With Residual	5.73%	discount rate	$11,767,887															
With Base Rent Escal	9.00%	disc rate on escalation	$13,574,499	(Illustrative)														
With Base Rent Escal	5.73%	disc rate on escalation	$16,966,912	(Illustrative)														

Moodie Turay / Clark - lease (Option Two: Illustrative without alley closing, assumed 130,000 FAR with initial value held at $61.50 / FAR)																		
Revenues																		
Option Fee			$100,000															
Predevelopment Rent	$10,000	per month	$90,000	$120,000	$120,000	$120,000												
Offeror Land Valuation	3.00%	pre stabilization escalator	$7,995,000	$8,234,850	$8,481,896	$8,736,352	$8,998,443											
Base Rent	8.00%	of offeror land valuation	$0	$0	$0	$0	$719,875	$719,875	$719,875	$719,875	$719,875	$719,875	$719,875	$719,875	$719,875	$719,875	$719,875	$719,875
Base Rent Adjustment	3.00%	10 yr compounded	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$276,601	$2,435,991
Total Gross Revenue			$190,000	$120,000	$120,000	$120,000	$719,875	$719,875	$719,875	$719,875	$719,875	$719,875	$719,875	$719,875	$719,875	$719,875	$996,476	$3,155,866
WMATA Participation	5.00%	of defined capital events																
Implied Initial Land Value	$0	FY08 assessed values																
	3.00%	annual compounded increase																
Terminal Value	$45,458,466	on land only	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$45,458,466
Cash Flow w/ Residual			$190,000	$120,000	$120,000	$120,000	$719,875	$719,875	$719,875	$719,875	$719,875	$719,875	$719,875	$719,875	$719,875	$719,875	$996,476	$48,614,332
NPV																		
Base Rent	5.73%	discount rate	$10,003,812															
With Residual	5.73%	discount rate	$11,609,720															
With Base Rent Escal	9.00%	disc rate on escalation	$13,387,075	(Illustrative)														
With Base Rent Escal	5.73%	disc rate on escalation	$16,723,673	(Illustrative)														

WMATA-INV 013976

APPENDIX 3

ADOPTED: August 22, 1991
REVISED: January 27, 1994
REVISED: February 16, 2006

STANDARDS OF CONDUCT FOR MEMBERS OF THE WMATA BOARD OF DIRECTORS

Article I. Purpose and Scope.

These Rules shall govern the conduct of all members of the Board of Directors in all their activities relating to their positions as Board Members. They also apply to all individuals, corporations and other entities who have actual or prospective business relationships with the Authority. These Rules do not supersede or abrogate any laws, rules or regulations of the United States or of the applicable state or local governing body represented by the members of the Board of Directors.

These Rules address several types of conflicts: those arising from gifts and favors and from financial and employment interests. They prohibit certain actions, including misuse of official positions; set out the nature of financial interests which may cause an appearance of conflict; and provide procedures for disclosure, recusal and enforcement.

Article II. Definitions.

A. "Actual or Prospective Business Relationships with the Authority" means any actual or prospective arrangement whereby an individual, corporation or other entity has entered into or has offered or proposed to enter into or has decided to offer or proposed to enter into a financial transaction with the Authority which obligates the Authority to purchase, sell, lease, transfer, receive or convey any interest in real or personal property; to construct or improve any facility; or to furnish or obtain services including personal and/or consulting services, but does not include consignment sales by the Authority of goods or services (such as fare media) where price is determined without competition or negotiation.

B. Board Member" or "Member" means a Director and/or Alternate Director of the Board of Directors of the Washington Metropolitan Area Transit Authority.

C. "Direct Financial Interest" means an interest in an enterprise that consists of securities of any kind that constitute ownership of three percent (3%) or more of the total equity of the enterprise. The test for a direct financial interest shall exclude any arrangement with the Authority which is not within the definition of financial transactions contained in these Standards of Conduct.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013977

D. "Employment" means full-time, part-time, regular or temporary work for compensation and includes work as an independent contractor, but does not include government employment. Employment shall be deemed to exist if there is a regular relationship with a business, even if there is no relationship at the time a matter is before the Board.

E. "Financial Transaction" means any arrangement where a party anticipates receiving or transferring money or any other thing of value including, but not limited to, arrangements for purchase, sale, lease or other transfer or conveyance of any interest in real or personal property; construction or improvement of any facility or property; and procurement of services, both personal and consulting, but does not include consignment sales by the Authority of goods or services (such as fare media) where price is determined without competition or negotiation.

F. "Gratuities" means any gift, favor, entertainment, hospitality, transportation, loan or other tangible item or any intangible benefits (i.e., discounts, passes or similar consideration) offered to a Board Member because of his/her position on the WMATA Board of Directors for which the Member did not pay fair market value and which is not offered to the public generally.

G. "Household Member" means a spouse or minor child and any other dependent who resides in a Board Member's household on other than a temporary basis.

H. "Initiation and Pre-Award Phases of the Procurement Process" means that period beginning on the earliest date upon which an identifiable, specific action is taken by the Board for a particular procurement and ending upon award. Such actions shall include approvals by the Board or by Committees acting on behalf of the Board of any plan or budget which specifically authorizes an identifiable procurement, the drafting of specifications, statements of work or development of procurement requests therefore, or Board issuance of directives or taskings requiring that such actions be undertaken.

I. "Indirect Financial Interest" means income from revenues for services provided to an enterprise by a Director's partnership, business, or other entity when those revenues exceed three percent (3%) of the partnership, business, or entity's gross income for its current or preceding fiscal year. The test for an indirect financial interest shall exclude any arrangement with the Authority which is not within the definition of financial transactions contained in these standards of conduct.

J. "Member's Business Associates" means a person(s) who is engaged with a Board Member in a venture expected to result in a benefit to the Board Member or a resident of the Board Member's household in the form of money or other thing of value.

K. "Participate" means vote, address, or otherwise attempt to influence a decision of the Board of Directors or any action undertaken by WMATA staff.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013978

L. "Party" means an individual, corporation, partnership or other legal entity.

Article III. Policy.

A. Public funds must be expended in a manner which assures the highest degree of confidence and public trust in WMATA. It is imperative that Board Members in their private financial relationships and in their official conduct strictly avoid engaging in actions which create conflicts of interest or the appearance of a conflict of interest. It is likewise imperative that Board Members act impartially in their official conduct by avoiding any actions which might result in favored treatment or appearances thereof toward any individual, private organization, consultant, contractor or potential consultant or contractor. Each Board Member while acting in his/her capacity as a WMATA Board Member, has a duty to place the public interest foremost in any dealings involving WMATA.

B. Under the Compact, Board Members shall not (1) be financially interested, either directly or indirectly, in any contract, sale, purchase, lease or transfer of real or personal property to which the Board or the Authority is a party; (2) in connection with services performed within the scope of their official duties, solicit or accept money or any other thing of value in addition to the compensation or expenses paid to him by the Authority; (3) offer money or any thing of value for or in consideration of obtaining an appointment, promotion or privilege with the Authority.

C. Financial Interest. No Board Member nor household member may singly or in combination, be a party nor any or all of them have a direct financial interest in a party with an actual or prospective business relationship with the Authority.

D. Financial Transactions.

1. A Board Member shall not participate in any WMATA financial transaction if:

(i) the Board Member,
(ii) a household member, or
(iii) a Board Member's business associates

has a direct or indirect financial interest in the enterprise.

2. A Board Member shall neither vote on nor participate in any WMATA financial transaction if the Board Member or household member is employed by a party with an actual or prospective business relationship with the Authority.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013979

E. Gratuities and Solicitation.

1. Except as provided in subsection E.3. below, a Board Member or household member shall not solicit or accept anything of value from a party with an actual or prospective business relationship with the Authority.

2. A Board Member may not accept an unsolicited gratuity when it could reasonably be inferred that the gratuity was intended to influence the Board Member or was intended as a reward for any action on the Member's part.

3. Board Members may accept unsolicited gratuities:

(i) whose value is seventy-five dollars ($75) or less, except that a Board Member may not accept gratuities worth more than $200 from a single source in any calendar year; or

(ii) in connection with attendance at a widely attended gathering, such as events held by the American Public Transportation Association and similar organizations.

4. The restriction on the receipt of gratuities shall not apply to the solicitation or acceptance of bona fide religious or charitable donations, or political contributions by a Board Member or a household member provided, with respect to political contributions to or for the benefit of a Board Member or a household member, the contribution has been reported in accordance with the law of the Board Member's jurisdiction.

5. A Board Member shall not personally solicit any support or financial assistance for any political party, candidate, or committee for any political, charitable, or other purpose from any WMATA employee. This prohibition is not intended to preclude solicitations by mass mailing or other similar anonymously directed solicitations.

F. Use of Official Position. Board Members shall not use, nor give the appearance that they are using, their official position with the Authority in a manner inconsistent with their responsibilities to the Authority. Board Members shall not:

1. use or permit others to use information not generally available to the public obtained from the Authority through the Board Member's official position with the Authority to further the direct or indirect financial interests of a Board Member, any household member, a Member's business associates, or any party to any actual or prospective financial transaction with the Authority;

2. disclose or permit others to disclose to anyone outside the Authority information obtained through their official position with the Authority and not generally

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013980

available to the public except where and to the extent necessary to fulfill the Board Member's public responsibility;

3. use WMATA property other than for authorized purposes, nor will they seek assistance from other WMATA personnel, while in duty status, to assist them in connection with business enterprises (including self-employment, home-based businesses, consulting, purchase or sale of real estate or other professional services) or personal matters (non-WMATA matters including a Board Member's social, religious or educational interests);

4. offer money or anything of value for or in consideration of obtaining an appointment or privilege in the Board Member's official position with the Authority; or

5. receive compensation from WMATA except for reimbursement for necessary expenses incurred incident to the performance of their duties.

G. Post WMATA Employment Restrictions. Board Members shall not, for a period of one year following the end of their term or effective date of their resignation, accept employment with any private third party to work on a matter which is being considered by the Board, or any WMATA committee, task force, or subcommittee.

H. No party shall have, nor seek to have, actual or prospective business relationships with the Board or the Authority if to do so would create a violation by a Board Member of the provisions of Paragraphs B or C of this article. No party shall induce or seek to induce a Board Member to violate the provisions of Paragraph D of this article.

I. Each Board Member shall disclose, on the form attached as Exhibit B, each contact with a WMATA contractor or bidder, in which the Member has any financial interest, during the Initiation and Pre-Award Phases of the Procurement Process. Notifications will be kept on file in PRMT for one year beyond the date of the financial closeout of the procurement contract, at which time they shall be destroyed unless otherwise instructed by the filing Board Member.

Article IV. Submission of Disclosure Form.

Upon appointment, a Board Member shall file a disclosure form in substantially the form attached as Exhibit A disclosing employment and other economic interests of the Board Member and household members and gratuities received from any party with an actual or prospective business relationship with the Authority. The Statement shall be available for public review in the office of the Board Secretary. Each Board Member shall annually submit a new signed statement by April 30, except that within 30 days of adoption of this new disclosure form requirement by the Board each Board Member must submit a

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013981

signed statement and the member will not need to submit another signed statement until April 30 of the succeeding calendar year.

Article V. Disqualification.

If a Board Member is precluded by these Rules or by other applicable laws or regulations from performing the Board Member's duties, the Board Member shall so notify the Chair and request that the Board's official records reflect that the Board Member will abstain from any participation in the matter to which the prohibition applies.

Article VI. Sanctions.

A. Any Board Member who willfully violates any provision of Article III, Section B, hereof, shall, at the discretion of the Board, forfeit the Board Member's position with the Authority. The Board shall provide the Board Member notice and an opportunity to be heard, in writing and in person, directly or through counsel, before taking official action to cause the Board Member to forfeit the position.

B. Any financial transaction, to which the Authority is a party, made in contravention of Article III, Section B hereof, may be declared void by the Board. The Board shall provide notice and an opportunity to be heard, in writing and in person, directly or through counsel, to any party whose financial transaction with the Board or the Authority is considered to contravene these sections before taking action to void the transaction.

Article VII. Severability.

The provisions of these Standards of Conduct shall be severable and if any phrase, clause, sentence or provision is declared invalid, the validity of the remainder shall not be affected thereby.

Article VIII. Effective Date; Duration; Amendment; Responsibility.

These Rules shall become effective when adopted by the Board and shall remain in effect unless and until amended or revoked by the Board in accordance with Article III, Section 8, of the Compact. The Board is responsible for interpreting and enforcing these rules. It may seek general guidance from the General Counsel, but where there are specific allegations of misconduct, it shall, if necessary, employ appropriate outside legal counsel for assistance.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013982

APPENDIX 3

ADOPTED: August 22, 1991
REVISED: January 27, 1994
REVISED: February 16, 2006

STANDARDS OF CONDUCT FOR MEMBERS OF THE WMATA BOARD OF DIRECTORS

Article I. Purpose and Scope.

These Rules shall govern the conduct of all members of the Board of Directors in all their activities relating to their positions as Board Members. They also apply to all individuals, corporations and other entities who have actual or prospective business relationships with the Authority. These Rules do not supersede or abrogate any laws, rules or regulations of the United States or of the applicable state or local governing body represented by the members of the Board of Directors.

These Rules address several types of conflicts: those arising from gifts and favors and from financial and employment interests. They prohibit certain actions, including misuse of official positions; set out the nature of financial interests which may cause an appearance of conflict; and provide procedures for disclosure, recusal and enforcement.

Article II. Definitions.

A. "Actual or Prospective Business Relationships with the Authority" means any actual or prospective arrangement whereby an individual, corporation or other entity has entered into or has offered or proposed to enter into or has decided to offer or proposed to enter into a financial transaction with the Authority which obligates the Authority to purchase, sell, lease, transfer, receive or convey any interest in real or personal property; to construct or improve any facility; or to furnish or obtain services including personal and/or consulting services, but does not include consignment sales by the Authority of goods or services (such as fare media) where price is determined without competition or negotiation.

B. Board Member" or "Member" means a Director and/or Alternate Director of the Board of Directors of the Washington Metropolitan Area Transit Authority.

C. "Direct Financial Interest" means an interest in an enterprise that consists of securities of any kind that constitute ownership of three percent (3%) or more of the total equity of the enterprise. The test for a direct financial interest shall exclude any arrangement with the Authority which is not within the definition of financial transactions contained in these Standards of Conduct.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013983

D. "Employment" means full-time, part-time, regular or temporary work for compensation and includes work as an independent contractor, but does not include government employment. Employment shall be deemed to exist if there is a regular relationship with a business, even if there is no relationship at the time a matter is before the Board.

E. "Financial Transaction" means any arrangement where a party anticipates receiving or transferring money or any other thing of value including, but not limited to, arrangements for purchase, sale, lease or other transfer or conveyance of any interest in real or personal property; construction or improvement of any facility or property; and procurement of services, both personal and consulting, but does not include consignment sales by the Authority of goods or services (such as fare media) where price is determined without competition or negotiation.

F. "Gratuities" means any gift, favor, entertainment, hospitality, transportation, loan or other tangible item or any intangible benefits (i.e., discounts, passes or similar consideration) offered to a Board Member because of his/her position on the WMATA Board of Directors for which the Member did not pay fair market value and which is not offered to the public generally.

G. "Household Member" means a spouse or minor child and any other dependent who resides in a Board Member's household on other than a temporary basis.

H. "Initiation and Pre-Award Phases of the Procurement Process" means that period beginning on the earliest date upon which an identifiable, specific action is taken by the Board for a particular procurement and ending upon award. Such actions shall include approvals by the Board or by Committees acting on behalf of the Board of any plan or budget which specifically authorizes an identifiable procurement, the drafting of specifications, statements of work or development of procurement requests therefore, or Board issuance of directives or taskings requiring that such actions be undertaken.

I. "Indirect Financial Interest" means income from revenues for services provided to an enterprise by a Director's partnership, business, or other entity when those revenues exceed three percent (3%) of the partnership, business, or entity's gross income for its current or preceding fiscal year. The test for an indirect financial interest shall exclude any arrangement with the Authority which is not within the definition of financial transactions contained in these standards of conduct.

J. "Member's Business Associates" means a person(s) who is engaged with a Board Member in a venture expected to result in a benefit to the Board Member or a resident of the Board Member's household in the form of money or other thing of value.

K. "Participate" means vote, address, or otherwise attempt to influence a decision of the Board of Directors or any action undertaken by WMATA staff.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013984

L. "Party" means an individual, corporation, partnership or other legal entity.

Article III. Policy.

A. Public funds must be expended in a manner which assures the highest degree of confidence and public trust in WMATA. It is imperative that Board Members in their private financial relationships and in their official conduct strictly avoid engaging in actions which create conflicts of interest or the appearance of a conflict of interest. It is likewise imperative that Board Members act impartially in their official conduct by avoiding any actions which might result in favored treatment or appearances thereof toward any individual, private organization, consultant, contractor or potential consultant or contractor. Each Board Member while acting in his/her capacity as a WMATA Board Member, has a duty to place the public interest foremost in any dealings involving WMATA.

B. Under the Compact, Board Members shall not (1) be financially interested, either directly or indirectly, in any contract, sale, purchase, lease or transfer of real or personal property to which the Board or the Authority is a party; (2) in connection with services performed within the scope of their official duties, solicit or accept money or any other thing of value in addition to the compensation or expenses paid to him by the Authority; (3) offer money or any thing of value for or in consideration of obtaining an appointment, promotion or privilege with the Authority.

C. Financial Interest. No Board Member nor household member may singly or in combination, be a party nor any or all of them have a direct financial interest in a party with an actual or prospective business relationship with the Authority.

D. Financial Transactions.

1. A Board Member shall not participate in any WMATA financial transaction if:

(i) the Board Member,
(ii) a household member, or
(iii) a Board Member's business associates

has a direct or indirect financial interest in the enterprise.

2. A Board Member shall neither vote on nor participate in any WMATA financial transaction if the Board Member or household member is employed by a party with an actual or prospective business relationship with the Authority.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013985

E. Gratuities and Solicitation.

1. Except as provided in subsection E.3. below, a Board Member or household member shall not solicit or accept anything of value from a party with an actual or prospective business relationship with the Authority.

2. A Board Member may not accept an unsolicited gratuity when it could reasonably be inferred that the gratuity was intended to influence the Board Member or was intended as a reward for any action on the Member's part.

3. Board Members may accept unsolicited gratuities:

(i) whose value is seventy-five dollars ($75) or less, except that a Board Member may not accept gratuities worth more than $200 from a single source in any calendar year; or

(ii) in connection with attendance at a widely attended gathering, such as events held by the American Public Transportation Association and similar organizations.

4. The restriction on the receipt of gratuities shall not apply to the solicitation or acceptance of bona fide religious or charitable donations, or political contributions by a Board Member or a household member provided, with respect to political contributions to or for the benefit of a Board Member or a household member, the contribution has been reported in accordance with the law of the Board Member's jurisdiction.

5. A Board Member shall not personally solicit any support or financial assistance for any political party, candidate, or committee for any political, charitable, or other purpose from any WMATA employee. This prohibition is not intended to preclude solicitations by mass mailing or other similar anonymously directed solicitations.

F. Use of Official Position. Board Members shall not use, nor give the appearance that they are using, their official position with the Authority in a manner inconsistent with their responsibilities to the Authority. Board Members shall not:

1. use or permit others to use information not generally available to the public obtained from the Authority through the Board Member's official position with the Authority to further the direct or indirect financial interests of a Board Member, any household member, a Member's business associates, or any party to any actual or prospective financial transaction with the Authority;

2. disclose or permit others to disclose to anyone outside the Authority information obtained through their official position with the Authority and not generally

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013986

available to the public except where and to the extent necessary to fulfill the Board Member's public responsibility;

3. use WMATA property other than for authorized purposes, nor will they seek assistance from other WMATA personnel, while in duty status, to assist them in connection with business enterprises (including self-employment, home-based businesses, consulting, purchase or sale of real estate or other professional services) or personal matters (non-WMATA matters including a Board Member's social, religious or educational interests);

4. offer money or anything of value for or in consideration of obtaining an appointment or privilege in the Board Member's official position with the Authority; or

5. receive compensation from WMATA except for reimbursement for necessary expenses incurred incident to the performance of their duties.

G. Post WMATA Employment Restrictions. Board Members shall not, for a period of one year following the end of their term or effective date of their resignation, accept employment with any private third party to work on a matter which is being considered by the Board, or any WMATA committee, task force, or subcommittee.

H. No party shall have, nor seek to have, actual or prospective business relationships with the Board or the Authority if to do so would create a violation by a Board Member of the provisions of Paragraphs B or C of this article. No party shall induce or seek to induce a Board Member to violate the provisions of Paragraph D of this article.

I. Each Board Member shall disclose, on the form attached as Exhibit B, each contact with a WMATA contractor or bidder, in which the Member has any financial interest, during the Initiation and Pre-Award Phases of the Procurement Process. Notifications will be kept on file in PRMT for one year beyond the date of the financial closeout of the procurement contract, at which time they shall be destroyed unless otherwise instructed by the filing Board Member.

Article IV. Submission of Disclosure Form.

Upon appointment, a Board Member shall file a disclosure form in substantially the form attached as Exhibit A disclosing employment and other economic interests of the Board Member and household members and gratuities received from any party with an actual or prospective business relationship with the Authority. The Statement shall be available for public review in the office of the Board Secretary. Each Board Member shall annually submit a new signed statement by April 30, except that within 30 days of adoption of this new disclosure form requirement by the Board each Board Member must submit a

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013987

signed statement and the member will not need to submit another signed statement until April 30 of the succeeding calendar year.

Article V. Disqualification.

If a Board Member is precluded by these Rules or by other applicable laws or regulations from performing the Board Member's duties, the Board Member shall so notify the Chair and request that the Board's official records reflect that the Board Member will abstain from any participation in the matter to which the prohibition applies.

Article VI. Sanctions.

A. Any Board Member who willfully violates any provision of Article III, Section B, hereof, shall, at the discretion of the Board, forfeit the Board Member's position with the Authority. The Board shall provide the Board Member notice and an opportunity to be heard, in writing and in person, directly or through counsel, before taking official action to cause the Board Member to forfeit the position.

B. Any financial transaction, to which the Authority is a party, made in contravention of Article III, Section B hereof, may be declared void by the Board. The Board shall provide notice and an opportunity to be heard, in writing and in person, directly or through counsel, to any party whose financial transaction with the Board or the Authority is considered to contravene these sections before taking action to void the transaction.

Article VII. Severability.

The provisions of these Standards of Conduct shall be severable and if any phrase, clause, sentence or provision is declared invalid, the validity of the remainder shall not be affected thereby.

Article VIII. Effective Date; Duration; Amendment; Responsibility.

These Rules shall become effective when adopted by the Board and shall remain in effect unless and until amended or revoked by the Board in accordance with Article III, Section 8, of the Compact. The Board is responsible for interpreting and enforcing these rules. It may seek general guidance from the General Counsel, but where there are specific allegations of misconduct, it shall, if necessary, employ appropriate outside legal counsel for assistance.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013988

metropolis
development company

January 28, 2008

Mr. Omar A. Karim
Banneker Ventures, LLC.
700 12th Street NW Ste. 700
Washington, DC. 20005

Dear Mr. Karim:

Metropolis Development Company ("Metropolis") welcomes the opportunity to serve as a Co-Developer with Howard University, Banneker Ventures and District Development Group to develop a mixed-use hotel, residential and retail project known as the Howard University Gateway Project on three WMATA parcels located in the Shaw/U Street District specifically on the South Side of Florida Avenue NW between 7th and 9th Streets NW. Metropolis has successfully developed WMATA parcels (LANGSTON LOFTS) at 14th and V Street and look forward to working with WMATA on this transaction.

The proposed Howard University Gateway Project provides an exciting development opportunity for our firm. Metropolis is the one of the most active residential and retail developers in the Uptown Arts Overlay with over 600,000 square feet valued at approximately $157 million delivered or under construction in the past 5 years.

Metropolis' core strengths are its ability to successfully execute complex real estate transactions in combination with unique design. The nature of constructing over Metro is familiar to Metropolis as we built successfully over Metro tunnels in our neighborhood-anchoring Langston Lofts project at 14th and V Streets; NW. Langston Lofts is an awarding winning mixed use residential/retail building that was built on top of the Metro Tunnel which included two air shafts. Throughout the Langston Project, Metropolis successfully closed an alley, removed oil contaminants and removed the cut and cover debris from the site. More importantly, Metropolis working closely with WMATA's an engineer successfully navigated its construction around the Metro Tunnels and is therefore extremely experienced with WMATA's requirements to protect its underground tunnel and its "zones of influence".

Metropolis Development Company is a full service mixed use real estate development company focused on residential and retail projects in the Uptown Arts Overly market area.

Metropolis is a District Certified LSDBE and therefore fully committed to involving LSDBE participants and the community as major components of our project.

One of our objectives is to ensure, where possible, that District residents and District based LSDBEs and employees have an opportunity to benefit from our projects. Metropolis will continue to work closely and cooperatively with the District of Columbia Department of Employment Services and the Office of Local Business Development to maximize the participation, employment and contracting opportunities for District residents and businesses which surround its development.

In all of its mixed use development projects, Metropolis has demonstrated that it is imperative that the surrounding community of residents, churches, business and civic associations be considered as "partners" in the development process and must be integrated into all aspects of the process from planning/design to completion.

As a result of its previous mix-use developments in the area Metropolis has formed excellent relations with the members of the ANC in which the WMATA parcels are located. ANC's 1 and 2A as well as the Cardozo Shaw Neighborhood Association were all instrumental in the success of our development of Langston Lofts and our development of the new Duron site at 14th and Clifton. We sought and received their support for these developments which also required Historical Preservation Review Board and Board of Zoning Adjustments Approvals.

Metropolis has a demonstrated history of successful development and looks forward to working with your team on the Howard Gateway Project.

Sincerely,

Merrick T. Malone, Principal and Executive Vice President
Metropolis Development Company LLC
1327 14th Street NW, Ste. 200
Washington, DC 20005
(202) 588-1438

FOIA CONFIDENTIAL TREATMENT REQUESTED

Metropolis Development Projects:

- Langston Lofts, a 101,647-square foot, 80-unit condominium at the southeast corner of 14th and V Streets, NW, with *Busboys and Poets*, a restaurant and bar/coffee house/bookstore/live performance venue on the ground floor.

  Winner of a 2006 Merit Award from Residential Architect magazine.

  Winner of a 2005 District of Columbia American Institute of Architects Award For Excellence.

  Finalist along with Busboys and Poets in the Best Community Impact category of the Washington Business Journal's Best Real Estate Deals contest for 2005.

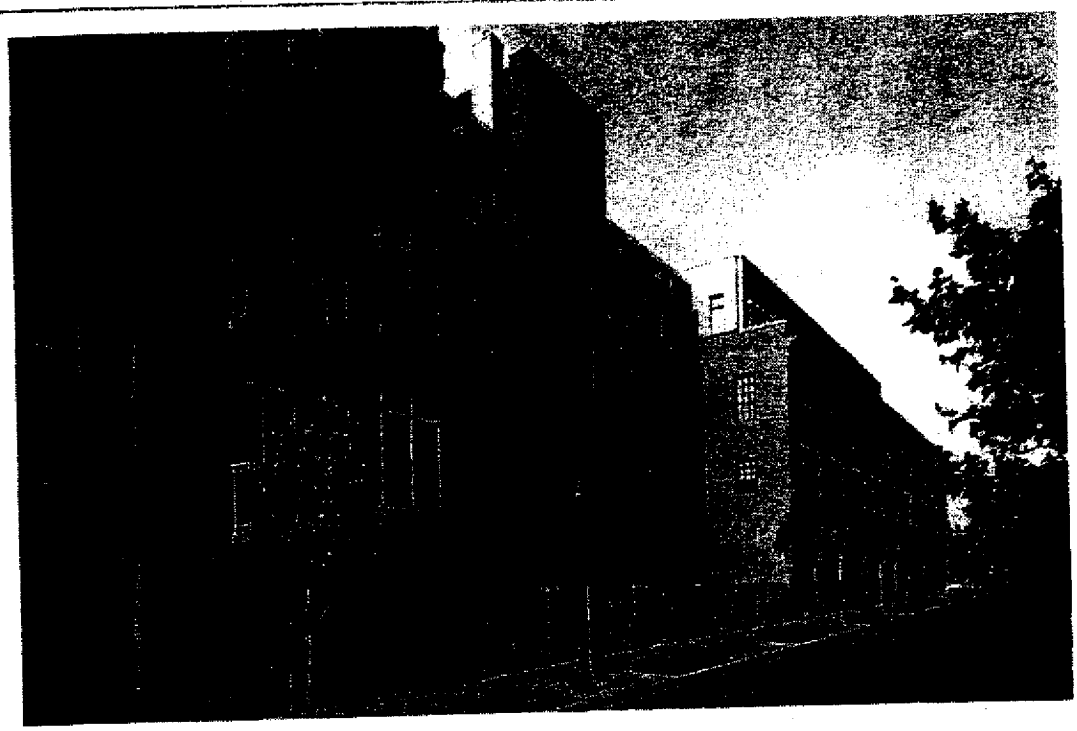
Langston Lofts
1390 V Street NW
Washington, DC

Metropolis Development Company,
Developer

- Lofts 14, a 144,614 square foot, 83-unit condominium development at 14th and Church Streets, NW, with international retailer *Mitchell Gold* on the ground floor.

  Winner of the Delta Associates 2005 Mid-Atlantic Condominium of the Year.

  Winner of the Delta Associates 2003 Best Adaptive Reuse Condominium Project in the Washington Area.

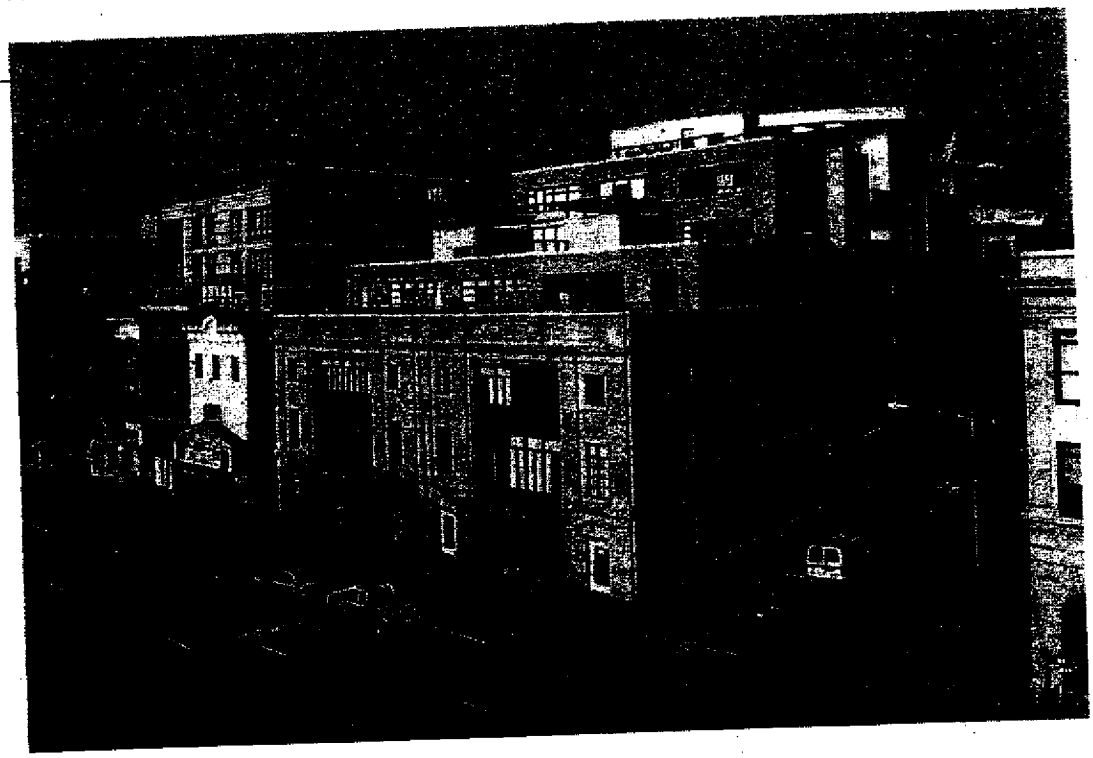


Lofts 14
1401 Church Street NW
Washington DC

Metropolis Development Company, Developer

- Lofts 14 Two, a 71,310 square foot, 37-unit condominium development at 14th and Church Streets, NW. MDC is currently choosing retail tenants.

Along with Lofts 14, Winner of the 2006 District of Columbia's Mayor's Award for Excellence in Historic Preservation for Excellence in New Construction



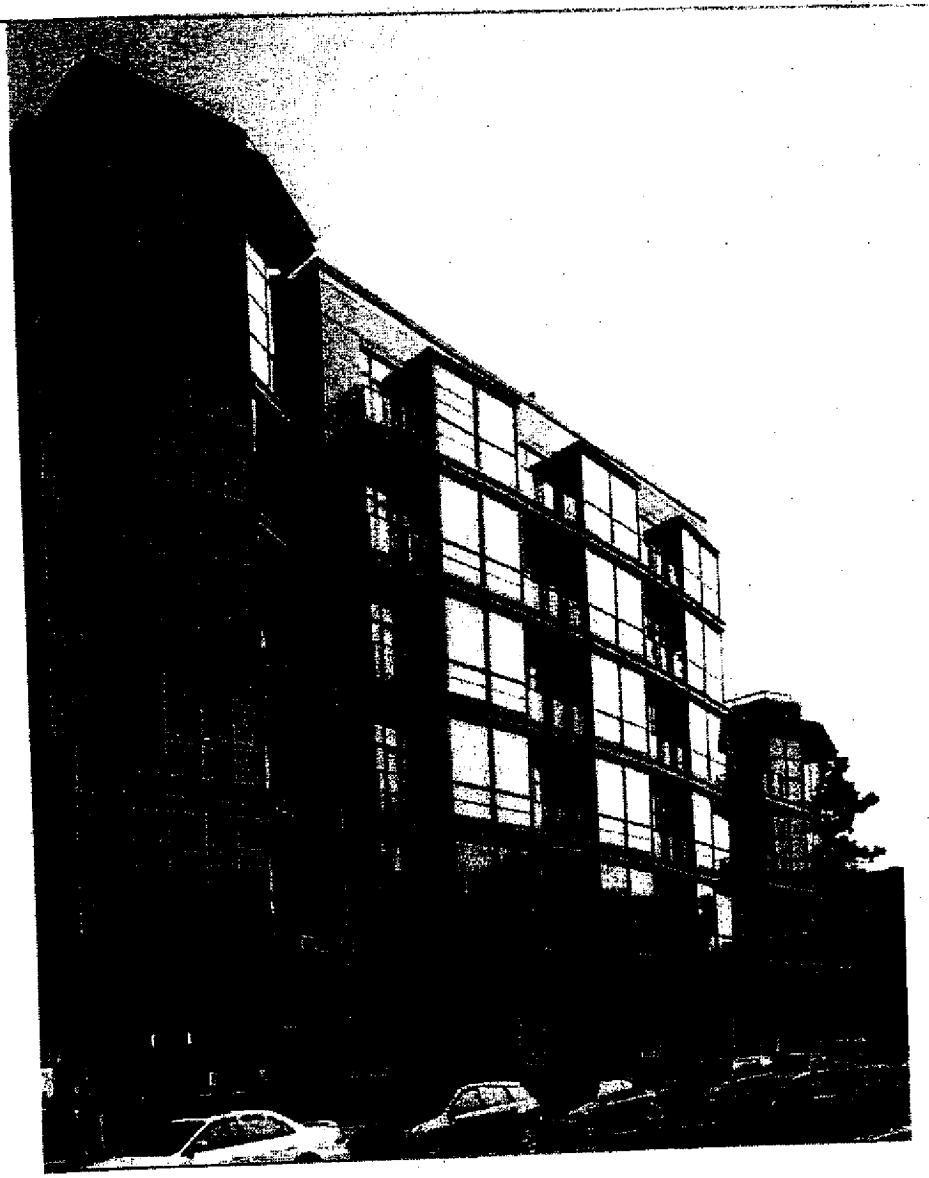
Lofts 14 Two

1400 Church Street, NW
Washington, DC 20005

Metropolis Development Company, Developer

- Cooper Lewis Condominium, a 58,530 square foot, 20-unit condominium development at 14th and P Streets, NW. The retail occupants will be PNC Bank and real estate broker The Hounshell Group.

Winner of the Delta Associates 2004 Best Adaptive Reuse Condominium Project in the Washington Area.



Cooper Lewis Condominium
1403 P Street, NW
Washington, DC 20005

Metropolis Development Company, Developer

- **The Metropole**, a 227,237 SF, 90-unit mixed-use condominium development at 15th and P Streets, NW, with 33,500 SF of retail and 71 public parking spaces. Currently under construction.

Metropolis Development

The Metropole
Company, Developer
1515 15th Street, NW
Washington, DC 20005

metropolis
development company

Key Principals

Scott Pannick, Principal and President, formed Metropolis in 1998 with the goal of revitalizing the new housing market in the District of Columbia. As of today Metropolis has 310 condominiums under development with more than 62,000 square feet of retail space. Before Metropolis, Scott was Executive Vice President, Director and Branch Manager of Julien J. Studley, Inc. in Washington, D.C. At Studley, Scott performed consulting, advisory work and fee development for institutional and corporate headquarters buildings in the District for 25 years. Scott's projects, which total seven million square feet, include Postal Square (1.2 million square feet), the Department of Transportation headquarters (1.35 million square feet), the American Red Cross headquarters (475,000 square feet) and the American College of Obstetricians and Gynecologists headquarters (50,000 square feet). Scott has an M.B.A. from Harvard Business School.

Merrick Malone, Principal and Executive Vice President, joined Metropolis in 1999 and brought with him a wealth of experience having worked both in public and private economic development as developer, consultant and high level public official in Washington and Detroit. Prior to joining Metropolis, Merrick was President of URBANCITYFOODS, a minority-owned restaurant development company which acquired and developed multiple restaurants in Baltimore, Washington, Detroit and Chicago. Prior to URBANCITYFOODS, Merrick was the Deputy Mayor of Economic Development and the Director of Housing and Community Development for the District of Columbia. In that position, Merrick led the District of Columbia to the successful completion of the MCI Sports Arena and assisted with the development of the $30 Million Black Entertainment Television (BET) Corporate Offices and Studio. During his tenure as Washington's Chief Economic Official, Merrick initiated and fostered public/private partnerships that financed the construction and renovation of over 4,500 residential units, four new childcare centers including the Mazique Parent Child Center; two major neighborhood retail centers, the Nehemiah neighborhood retail center and the Good Hope Marketplace and the restoration of the historic Lincoln Theatre at U Street. Merrick has a law degree from Georgetown University and is a real estate and transactional attorney.

Alex Shewchuk, Chief Financial Officer, has worked on four Metropolis projects, covering tax and financial reporting, budgeting, insurance, condominium document preparation, settlements, bookkeeping and transactions oversight. Alex attended The Wharton School, where he earned an M.B.A. and a Master's in International Relations. He has lived in Brazil, Japan, England, Spain, and Taiwan. He holds a B.A. in Economics from Yale University. He has also worked in management consulting with A.T. Kearney, and in systems programming with Morgan Stanley.

FOIA CONFIDENTIAL TREATMENT REQUESTED

metropolis
development company

Contact Information

- Scott Pannick, Principal and President
  Tel (202) 588-1436
  Cell (202) 460-4150
  Fax (202) 588-1344
  pannick@metropolis-dc.com

- Merrick Malone, Principal and Executive Vice President
  Tel (202) 588-1438
  Cell (202) 437-6704
  Fax (202) 588-1977
  malone@metropolis-dc.com

- Alex Shewchuk, Chief Financial Officer
  Tel (202) 588-1870
  Cell (240) 353-7488
  Fax (202) 588-1977
  shewchuk@metropolis-dc.com

4:15 PM
10/25/06
Accrual Basis

Metropolis Development Company
Balance Sheet Condensed

CONFIDENTIAL

	Dec 31, 07	
ASSETS		
Current Assets		
BB&T Checking	25,000	
Total Current Assets		25,000
Fixed Assets		
Office Relocation Assets	83,000	
Furniture and Equipment	35,526	
Total Fixed Assets		118,526
Investment Projects		
Investment in Metropole[5]	11,819,000	
Investment in Mid City Corp[3]	523,721	
Investment in Uptown[4]	430,000	
Investment Whitman-Walker Clnc	75,000	
Total Investment Projects		12,847,721
Property Holdings		
B Retail[2]	1,850,000	
Sales Office[1]	1,975,000	
Total Property Holdings		3,825,000
TOTAL ASSETS		**16,816,248**
LIABILITIES & EQUITY		
Liabilities		
Accounts Payable	75,000	
Credit Line from BB&T	1,915,000	
Due to Chip Newell	825,630	
Total Liabilities		2,815,630
Equity		
Members Contribution	5,061,631	
Members Draw	-3,966,387	
Opening Bal Equity	1,157,279	
Unrealized Gains	13,084,404	
Retained Earnings	-1,336,309	
Net Income	0	
Total Equity		14,000,618
TOTAL LIABILITIES & EQUITY		**16,816,248**

1 - Sales office marked to market
2 - B retail marked to market
3 - Mid City value set to Mitchell Gold share for MDC
4 - Uptown value set to residual cash left in LLC
5 - Metropole value set to projected proceeds

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 013998

December 4, 2007

Omar A. Karim, Principal
Banneker Ventures, LLC.
700 12th Street, NW Suite 700
Washington, DC 20005

Re: Shaw-Howard Florida Avenue Joint Development Site

Dear Mr. Karim:

Thank you for the submission of your proposal for the above-referenced 2007 Joint Development Solicitation (JDS) site.

The purpose of this letter is to bring to your attention missing or incomplete items or items that require further discussion and clarification. We would like to schedule an oral presentation by your team on December 17, 2007 at 10:30 a.m. at WMATA headquarters and have attached instructions for the presentation. We ask that you provide 10 copies of the supplementary information requested in this letter not later than the presentation and preferably before so that we may first review it.

The following items need clarification, correction or completion:

Technical Information

Within the schedule you presented, please indicate the outside, firm date by which a lease would be executed.

What, if any, zoning approvals or variances will you be seeking for Parcels 1 or 3?

Please explain your schedule more fully. It appears to build in very long time periods for negotiating a WMATA agreement and not enough time for local historic preservation, zoning, and building permit approvals.

Also, please provide an outside date for stabilization.

How will you finance affordable housing piece?

Washington Metropolitan Area Transit Authority

600 Fifth Street, NW
Washington, DC 20001
202/962-1234

By Metrorail:
Judiciary Square—Red Line
Gallery Place-Chinatown—Red, Green and Yellow Lines
By Metrobus:
Routes D1, D3, D6, P6, 70, 71, 80, X2

A District of Columbia, Maryland and Virginia Transit Partnership

FOIA CONFIDENTIAL TREATMENT REQUESTED

Assess the market for rental apartments in the area now that conversions of condominium projects to rental product are occurring. Is the market becoming oversaturated with rentals and would you expect to experience difficulty in obtaining financing for your project.?

Do you have prospective tenants for the Robeson museum or themed restaurant?

Have you discussed with DDOT the proximity of the Parcel 2 garage entrance to Florida Avenue?

Economic Information

WMATA expects escalation in the sale or rent amount from today's values if closing is delayed beyond a year. Please indicate how you would satisfy this requirement.

The pro forma rents do not seem to square with the schedule. For example, stabilization seems to take 7 months in the schedule but the pro forma appears to show a longer time. Please reconcile.

WMATA also expects and receives participations in capital events and in cash flow (or, alternatively to cash flow, revaluation of the project in which rent values do not fall below the previous year). Please provide your proposal.

Provide evidence of the interest of MacFarlane Partners in providing equity for this project. Do you have alternative equity sources?

Document the creditworthiness of the entire team. Banking references are provided only for the Donatelli part of the partnership, which is 30% of the team.

Please submit the balance sheets that the proposal indicates will be provided under separate cover.

We look forward to your presentation and to further discussion on this project.

Sincerely,

Joel R. Washington

Joel R. Washington, Director
Station Area Planning and Asset Management

Attachment

8/2/07 Doggett
Johnston
Hill

FLAVE PROPERTIES EVALUATION OF EOI RESPONSES.

Team	Plan	WMATA Return	Schedule	Ability to Perform	Track Record	Total
Banneker	20	25	5	may need this is bigger partners than what they've done 5	10	65
Donatelli	described only 20	10	not given 0**	10	20	60
Lakritz Adler	20	needs impr. 10	5	May need partner city questions 5	10	50
Metropolis	20	25	10	10	20	85
Moddie Turay	20	needs impr. 10	5	needs partner dispersion Clark 5	never headed up needs Clark 10	50
P N Hoffman	too low 0	too low 0	5	10	20	35
SED Center	too low limited use 0	10	10	needs partner 5	5	30
Symmetry	20	25	5	did office reviewed res 5	10	65
Trammell Crow Co.	wrong use 0	20	10	10	20	60*

* wrong use = threshold issue

** could get points based on ability to perform, but not given

Rating system:

Plan	30 points	
WMATA return	30 points	
Schedule	10 points	(Partly subsumed under WMATA return)
Ability to Perform	10 points	
Track Record	20 points	

Internal rating system:

Outstanding	total points
Good	2/3 points
Adequate	1/3 points
Inadequate	0 points

FOIA CONFIDENTIAL TREATMENT REQUESTED

LaKritz Adler Development
(consolidated holdings of LaKritz Adler Development LLC and affiliates)

CONFIDENTIAL

Balance Sheet
As of December 31, 2005

ASSETS

Current assets:

Cash and Cash Equivalents		$ 736,194.12	4.9%
Accounts Receivable		$ 23,456.62	0.2%
Prepaid Expenses		$ 10,162.79	0.1%
Mortgage Escrow Accts		$ 4,214.84	0.0%
Settlement Funds Receivable		$ -	0.0%
Inventory (Real Estate Held for Resale)		$ 194,346.61	1.3%
Investments in Pending Projects		$ 149,722.31	1.0%
		1,118,097.29	7.4%

Fixed Assets

Land		$ 7,597,026.62	50.1%
Buildings		$ 3,509,936.91	23.2%
Improvements		$ 1,985,693.32	13.1%
Capitalized Acquisition Settlement Costs		$ 302,033.14	2.0%
Capitalized Zoning Costs		$ 119,854.24	0.8%
Capitalized Lease Buyout Costs		$ 22,236.38	0.1%
Fixtures, Furnishings & Equipment		$ 73,860.91	0.5%
Leasehold Improvements		$ 33,835.85	0.2%
Less Accumulated Depreciation		$ (131,028.72)	-0.9%
		13,513,448.65	89.2%

Other assets:

Amounts Due from Affiliated Companies		$ (0.00)	0.0%
Deposits w/Vendors		$ 25,770.00	0.2%
Receivables Due from Members and Other Affiliates		$ 58,948.70	0.4%
Notes Receivable from Investors		$ 368,499.21	2.4%
Deferred Loan Costs	$ 106,243.40		0.7%
Accumulated Amortization, Deferred Loan Coss	$ (40,547.40)	$ 65,696.00	-0.3%
Amounts Due from Other Related Parties		$ -	0.0%
Capitalized Organizational Costs	$ 1,663.50		0.0%
Accumulated Amortization, Capitalized Org Costs	$ (756.75)	$ 906.75	0.0%
		$ 519,820.66	3.4%

Total assets	$ 15,151,366.60	100.0%

FOIA CONFIDENTIAL TREATMENT REQUESTED

WMATA-INV 014002

CONFIDENTIAL

LaKritz Adler Development

(consolidated holdings of LaKritz Adler Development LLC and affiliates)

Balance Sheet

As of December 31, 2005

LIABILITIES AND PARTNERS CAPITAL

Current liabilities:

Accounts Payable	$ 117,919.26	0.8%
Accrued Interest Expense	$ 43,416.21	0.3%
Accrued Expenses	$ 50,588.14	0.3%
Lines of Credit	$ 125,000.00	0.8%
Construction/Short-Term Real Estate Loans	$ 7,742,735.84	51.1%
	$ 8,079,659.45	53.3%

Long Term liabilities:

First Mortgages	$ 2,504,006.92	16.5%
Second Mortgages	$ 931,640.28	6.1%
Notes Payable	$ 111,436.70	0.7%
Warranty Repair Liability	$ -	0.0%
	$ 3,547,083.90	23.4%

Other liabilities:

Amounts Due to Affiliated Companies	$ -	0.0%
Tenant Security Deposits	$ 41,453.45	0.3%
Customer Deposits	$ 280,000.00	1.8%
Amounts Due Members	$ 14,231.85	0.1%
	$ 335,685.30	2.2%

Total liabilities	$ 11,962,428.65	79.0%

Partners capital

Contributed Capital, LaKritz & Adler	$ 348,094.85	2.3%
Contributed Capital, Investors	$ 1,805,999.21	11.9%
Retained Earnings	$ 1,034,843.89	6.8%
	3,188,937.95	21.0%

Total liabilities and partners capital	$ 15,151,366.60	100.0%

FOIA CONFIDENTIAL TREATMENT REQUESTED

WMATA-INV 014003

CONFIDENTIAL

LaKritz Adler Development

(consolidated holdings of LaKritz Adler Development LLC and affiliates)

Income Statement

Year Ended December 31, 2005

Revenues:

Gross Rents		$486,176.37		5.1%
Property Sales		$7,113,000.00		74.1%
Construction Billings		$1,822,789.61		19.0%
Development Fees		$145,000.00		1.5%
Property Management Fees		$4,895.85		0.1%
Interest income		$22,885.81		0.2%
Total Revenues			$ 9,594,747.64	100.0%
Direct Expenses				
Rental Properties				
Operating Expenses	$91,330.48			
Depreciation / Amortization	$141,152.07			
Total Rental Property Operating Expenses		$232,482.55		2.4%
Property Sales				
Cost of Sales	$5,511,890.28			
Other Direct Expenses	$42,304.89			
Total Direct Expenses of Property Sales		$5,554,195.17		57.9%
Construction Operations				
Direct Costs	$1,534,514.75			
Construction Management	$105,397.01			
Total Construction Operating Expenses		$1,639,911.76		17.1%
Interest Expense				
Rental Properties	$524,551.86			
Properties Pending Sale	$27,026.22			
General Financing	$28,988.45			
Guaranteed Payments to Investors	$88,579.10			
Total Interest Expense		$669,145.63		7.0%
Prospective Development				
Current Expenses		$12,611.85		0.1%
Total Direct Expenses			$8,108,346.96	84.5%
Gross Profit before G&A			$1,486,400.68	15.5%
General and administrative expenses:				
Employee Expenses			$208,979.97	2.2%
Promotional			$24,536.13	0.3%
Office Expenses			$102,425.22	1.1%
Contributions			$21,564.00	0.2%
Legal fees			$180,153.54	1.9%
Other Gen & Admin Exps			$81,870.35	0.9%
Income Taxes			$86,524.35	0.9%
			$706,053.56	7.4%
Net income			$780,347.12	8.1%

FOIA CONFIDENTIAL TREATMENT REQUESTED

WMATA-INV 014004

CONFIDENTIAL

LaKritz Adler Development
(consolidated holdings of LaKritz Adler Development LLC and affiliates)

Balance Sheet
As of December 31, 2006

ASSETS

Current assets:

Cash and Cash Equivalents		$ 2,996,595.70	23.9%
Accounts Receivable		$ 39,763.54	0.3%
Amounts Due from Affiliated Companies		$ (0.00)	0.0%
Prepaid Expenses		$ 3,859.48	0.0%
Mortgage Escrow Accts		$ 2,095.57	0.0%
Settlement Funds Receivable		$ -	0.0%
Investments in Pending Projects		$ 76,078.87	0.6%
		3,118,393.16	24.9%

Fixed Assets

Land		$ 1,202,963.14	9.6%
Buildings		$ 1,279,802.56	10.2%
Improvements		$ 1,370,477.58	10.9%
Capitalized Acquisition Settlement Costs		$ 106,760.72	0.9%
Capitalized Zoning Costs		$ 1,268.43	0.0%
Capitalized Lease Buyout Costs		$ 379,515.24	3.0%
Fixtures, Furnishings & Equipment		$ 48,076.80	0.4%
Leasehold Improvements		$ 33,835.85	0.3%
Less Accumulated Depreciation		$ (202,016.14)	-1.6%
		4,220,684.18	33.6%

Other assets:

Inventory (Real Estate Held for Resale)		$ 4,699,117.66	37.5%
Deposits w/Vendors		$ 29,472.00	0.2%
Receivables Due from Members and Other Affiliates		$ 41,241.32	0.3%
Notes Receivable from Investors		$ 368,499.21	2.9%
Deferred Loan Costs	$ 95,321.40		0.8%
Accumulated Amortization, Deferred Loan Coss	$ (28,490.87)	$ 66,830.53	-0.2%
Capitalized Organizational Costs	$ 2,513.50		0.0%
Accumulated Amortization, Capitalized Org Costs	$ (1,059.47)	$ 1,454.03	0.0%
		$ 5,206,614.75	41.5%

Total assets $ 12,545,692.09 100.0%

CONFIDENTIAL

LaKritz Adler Development
(consolidated holdings of LaKritz Adler Development LLC and affiliates)

Balance Sheet
As of December 31, 2006

LIABILITIES & PARTNERS' EQUITY

Current liabilities:			
Accounts Payable	$	150,870.38	1.2%
Accrued Interest Expense	$	59,975.25	0.5%
Accrued Expenses	$	4,549.44	0.0%
Amounts Due to Affiliated Companies	$	-	0.0%
Lines of Credit	$	295,000.00	2.4%
Short-Term Real Estate Loans & Construction Financing	$	-	0.0%
	$	510,395.07	4.1%
Long Term liabilities:			
First Mortgages & Long Term Construction Financing	$	7,585,256.01	60.5%
Second Mortgages	$	196,914.07	1.6%
Notes Payable	$	-	0.0%
Warranty Repair Liability	$	16,853.40	0.1%
	$	7,799,023.48	62.2%
Other liabilities:			
Tenant Security Deposits	$	27,751.32	0.2%
Customer Deposits	$	-	0.0%
Amounts Due Members	$	-	0.0%
	$	27,751.32	0.2%
Total liabilities	$	8,337,169.87	66.5%
Partners capital			
Contributed Capital, LaKritz & Adler	$	(99,896.80)	-0.8%
Contributed Capital, Investors	$	1,555,999.21	12.4%
Retained Earnings	$	2,752,419.81	21.9%
		4,208,522.22	33.5%
Total liabilities and partners capital	$	12,545,692.09	100.0%

CONFIDENTIAL

LaKritz Adler Development
(consolidated holdings of LaKritz Adler Development LLC and affiliates)

Statement of Income
Year Ended December 31, 2006

Revenues:				
Gross Rents		$412,394.54		4.2%
Property Sales		$9,449,900.00		95.5%
Construction Billings		-$54,011.67		-0.5%
Property Management Fees		$2,188.81		0.0%
Interest Income		$80,257.56		0.8%
Other Income		$6,732.65		0.1%
Total Revenues			$ 9,897,461.89	100.0%
Direct Expenses				
Rental Properties				
Operating Expenses	$174,811.75			
Depreciation / Amortization	$146,041.35			
Total Rental Property Operating Expenses		$320,853.10		3.2%
Property Sales				
Cost of Sales	$6,310,823.69			
Other Direct Expenses	$159,483.33			
Total Direct Expenses of Property Sales		$6,470,307.02		65.4%
Construction Operations				
Direct Costs	$301.82			
Construction Management	$1,095.36			
Total Construction Operating Expenses		$1,397.18		0.0%
Interest Expense				
Rental Properties	$443,783.68			
Properties Pending Sale	$0.00			
General Financing	$14,946.81			
Guaranteed Payments to Investors	$106,294.92			
Total Interest Expense		$565,025.41		5.7%
Prospective Development				
Current Expenses		$211,850.37		2.1%
Total Direct Expenses			$7,569,433.08	76.5%
Gross Profit before G&A			$2,328,028.81	23.5%
General and administrative expenses:				
Employee Expenses			$199,007.38	2.0%
Promotional			$47,975.69	0.5%
Office Expenses			$104,293.64	1.1%
Contributions			$0.00	0.0%
Legal fees			$9,698.88	0.1%
Other Gen & Admin Exps			$29,418.05	0.3%
Income Taxes			$21,410.32	0.2%
			$411,803.96	4.2%
Net income			$1,916,224.85	19.4%

LaKritz Adler Development
(consolidated holdings of LaKritz Adler Development LLC and affiliates)

CONFIDENTIAL

Balance Sheet
As of July 31, 2007

ASSETS

Current assets:			
Cash and Cash Equivalents		$ 1,024,298.55	4.6%
Accounts Receivable		$ 100,671.86	0.5%
Prepaid Expenses		$ 19,927.67	0.1%
Mortgage Escrow Accts		$ 122,922.54	0.6%
Investments in Pending Projects		$ 292,265.91	1.3%
		1,560,086.53	7.0%
Fixed Assets			
Land		$ 4,794,585.61	21.6%
Buildings		$ 7,969,982.56	35.9%
Improvements		$ 1,300,573.27	5.9%
Capitalized Acquisition Settlement Costs		$ 634,438.00	2.9%
Fixtures, Furnishings & Equipment		$ 97,380.31	0.4%
Leasehold Improvements		$ 33,835.85	0.2%
Less Accumulated Depreciation		$ (276,008.14)	-1.2%
		14,554,787.46	65.5%
Other assets:			
Inventory (Real Estate Held for Resale)		$ 5,226,697.22	23.5%
Deposits w/Vendors		$ 16,780.00	0.1%
Receivables Due from Members and Other Affiliates		$ 66,825.54	0.3%
Notes Receivable from Investors		$ 368,499.21	1.7%
Deferred Loan Costs	$ 533,544.99		2.4%
Accumulated Amortization, Deferred Loan Costs	$ (113,145.58)	$ 420,399.41	-0.5%
Capitalized Organizational Costs	$ 1,513.50		0.0%
Accumulated Amortization, Capitalized Org Costs	$ (857.83)	$ 655.67	0.0%
		$ 6,099,857.05	27.5%
Total assets		$ 22,214,731.04	100.0%

LaKritz Adler Development
(consolidated holdings of LaKritz Adler Development LLC and affiliates)

CONFIDENTIAL

Balance Sheet
As of July 31, 2007

LIABILITIES & PARTNERS' EQUITY

Current liabilities:

Accounts Payable	$	328,694.52	1.5%
Accrued Interest Expense	$	145,092.47	0.7%
Accrued Expenses	$	2,752.32	0.0%
	$	476,539.31	2.1%

Long Term liabilities:

First Mortgages & Long Term Construction Financing	$	16,209,509.70	73.0%
Second Mortgages	$	1,195,966.19	5.4%
Warranty Repair Liability	$	15,339.53	0.1%
	$	17,420,815.42	78.4%

Other liabilities:

Tenant Security Deposits	$	93,321.75	0.4%
Customer Deposits	$	1,826.00	0.0%
	$	95,147.75	0.4%
Total liabilities	$	17,992,502.48	81.0%

Partners capital

Contributed Capital, LaKritz & Adler	$	242,041.71	1.1%
Contributed Capital, Investors	$	1,555,999.21	7.0%
Retained Earnings	$	2,424,187.64	10.9%
		4,222,228.56	19.0%
Total liabilities and partners capital	$	22,214,731.04	100.0%

CONFIDENTIAL

LaKritz Adler Development
(consolidated holdings of LaKritz Adler Development LLC and affiliates)

Statement of Income
Six Months Ended July 31, 2007

Revenues:				
Gross Rents		$516,498.95		16.2%
Property Sales		$2,630,000.00		82.3%
Interest Income		$45,897.99		1.4%
Other Income		$2,705.77		0.1%
Total Revenues			$ 3,195,102.71	100.0%
Direct Expenses				
Rental Properties				
Operating Expenses	$163,091.45			
Depreciation / Amortization	$120,021.67			
Total Rental Property Operating Expenses		$283,113.12		8.9%
Property Sales				
Cost of Sales	$1,899,840.50			
Other Direct Expenses	$6,227.70			
Total Direct Expenses of Property Sales		$1,906,068.20		59.7%
Interest Expense				
Rental Properties	$388,714.81			
Properties Pending Sale	$0.00			
General Financing	$4,027.53			
Guaranteed Payments to Investors	$78,455.74			
Total Interest Expense		$471,198.08		14.7%
Prospective Development				
Current Expenses		$1,291.50		0.0%
Total Direct Expenses			$2,661,670.90	83.3%
Gross Profit before G&A			$533,431.81	16.7%
General and administrative expenses:				
Employee Expenses			$81,549.10	2.6%
Promotional			$27,825.91	0.9%
Office Expenses			$49,292.79	1.5%
Contributions			$2,250.00	0.1%
Legal fees			$16,395.01	0.5%
Other Gen & Admin Exps			$51,160.03	1.6%
Income Taxes			-$15,393.22	-0.5%
			$213,079.62	6.7%
Net income			$320,352.19	10.0%

CLARK ENTERPRISES, INC.

CONFIDENTIAL

December 12, 2007

PERSONAL & CONFIDENTIAL

Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington DC 20001
Attention: Joel R. Washington

Re: Clark Enterprises, Inc. Certification of Minimum Net Worth

Dear Mr. Washington,

Enclosed is a certification of Minimum Net Worth for Clark Enterprises, Inc. as of June 30, 2007.

These statements are confidential, corporate information. They are to be used only by you and are not to be distributed unless prior, written notice is given to myself and/or Clark Enterprises, Inc., and Clark Enterprises, Inc. has had an opportunity to object to such distribution in appropriate proceedings. Please note that within the Clark organization, this information is to be discussed only with Rebecca Owen, Larry Nussdorf or myself. Please let me if you have any questions regarding this statement.

Sincerely,
Clark Enterprises, Inc.

Dawn H. Silva
Assistant Vice President

Enclosures
cc: Rebecca Owen

7500 Old Georgetown Road · 15th Floor · Bethesda, Maryland 20814-6195
T: 301-657-7100 · F: 301-657-7263 · www.clarkenterprisesinc.com

CLARK

CONFIDENTIAL

Clark Enterprises, Inc.

This statement is provided to WMATA to certify that Minimum Net Worth of Clark Enterprises, Inc. as of June 30, 2007 was a minimum of $75,000.000.

By: Dawn H. Silva Date: 12/12/07

Dawn H. Silva
Assistant Vice-President of Clark Enterprises, Inc.

Agenda
Planning, Development and Real Estate Committee
June 26, 2008

Executive Session

I. Information Item

A. Florida Avenue Developer Selection (N. Bottigheimer)

Washington Metropolitan Area Transit Authority

Committee Members
Catherine Hudgins, Chair
Emeka Moneme, Vice Chair
Chris Zimmerman
Jim Graham
Peter Benjamin
Elizabeth Hewlett
William D. Euille
Marion Barry
Gordon Linton
Jeff McKay
Anthony Giancola
Marcell Solomon

FOIA CONFIDENTIAL TREATMENT REQUESTED

Planning, Development and Real Estate Committee

Board Action Item I-A

June 26, 2008

Florida Avenue Developer Selection

FOIA CONFIDENTIAL TREATMENT REQUESTED

Washington Metropolitan Area Transit Authority

Board Action/Information Summary

◉Action ○Information	MEAD Number: 99972	Resolution: ○Yes ◉No

TITLE:

Shaw-FL Av Developer Selection

PURPOSE:

Approve the selection of, and term sheet with, the Banneker Ventures LLC development team as Developer for the Shaw-Howard/Florida Avenue joint developent parcels and authorize the negotiation of a Development Agreement to be presented to the Board.

DESCRIPTION:

Metro owns three parcels totaling 28,892 sf on Florida Avenue, NW between 7th and 9th streets. Originally purchased for construction of the Green Line tunnel, which runs partially beneath them, the parcels are now available for development. In accordance with a joint development work program approved by the Board in July 2006, Metro issued a request for Expressions of Interest in the spring of 2007. Metro subsequently issued a joint development solicitation for which three responses were received in October 2007.

Staff recommends selecting the Banneker Ventures, LLC team as developer of the parcels. The team consists of Banneker Ventures, LLC; District Development Group, LLC; and Metropolis Development Company, LLC; they will form an LLC for this project. The team has the experience to complete the project; for example, Metropolis recently developed the Langston Lofts joint development project at 14th and V streets. The developer provided a better financial offer than its closest competitor and the same type of development: 4 to 5-stories of residential units over a ground floor devoted to retail and arts uses. This is the type of development recommended in the District of Columbia`s adopted Duke Plan for the area. The third competitor did not meet appraisal benchmarks.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Under a 60-year ground lease, the developer proposes to build a minimum of 104 apartments and devote 11,750 sf of the ground floor to retail and arts uses, consistent with the Uptown Arts Overlay District in which the three parcels are located. The parcels are also in an historic district. Their development will help extend the successful U Street/Florida Avenue Transit Oriented Development of the past few years from Metro's redeveloped sites near the U Street/African-American Civil War Memorial/Cardozo Metro station (13th-14th and U streets) eastward to the Shaw-Howard University Metro station at 7th Street.

No Metro facilities will be displaced. Work over and next to the Metro tunnel and the 8th Street fan shaft/air vents will need to be approved by staff.

FUNDING IMPACT:

Lease revenue from the project will be deposited into the Transit Infrastructure Investment Fund (TIIF).

RECOMMENDATION:

That the Board of Directors approve the selection of, and term sheet with, the Banneker Ventures, LLC development team as developer for the Shaw-Howard University/Florida Avenue joint development parcels and authorize the negotiation of a development agreement that will be presented to the Board for approval.

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 014016

Shaw-Howard U./Florida Avenue Joint Development Site

Developer Selection and Term Sheet Approval

Presented to the Board of Directors:

Planning, Development and Real Estate Committee
Executive Session

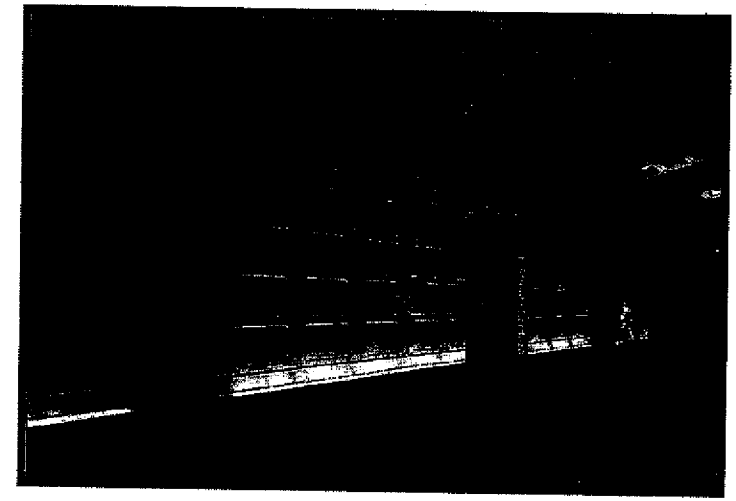
June 26, 2008

WMATA-INV 014017
FOIA CONFIDENTIAL TREATMENT REQUESTED

Benefits/Costs

- **Benefits**
  - ✓ Extends U Street Florida Avenue Transit Oriented Development
  - ✓ Attracts new Metro riders
  - ✓ Increases Metro revenue
  - ✓ Increases tax base for District of Columbia

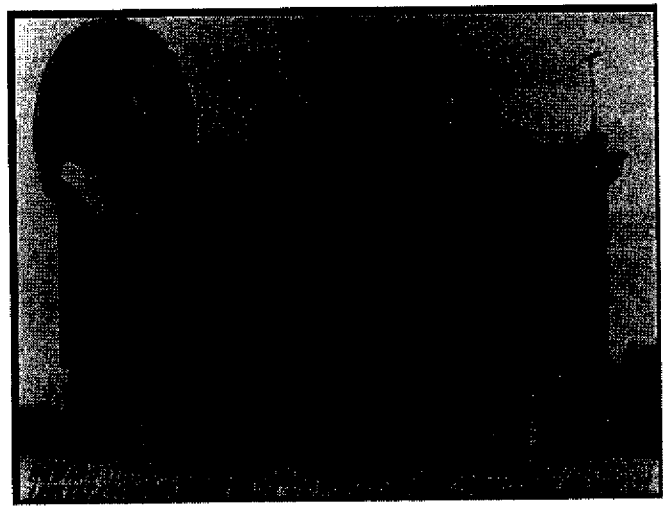
- **Costs**
  - ✓ Requires staff time to review development proposal
  - ✓ Requires staff time to monitor construction



WMATA-INV 014018
FOIA CONFIDENTIAL TREATMENT REQUESTED

Purpose

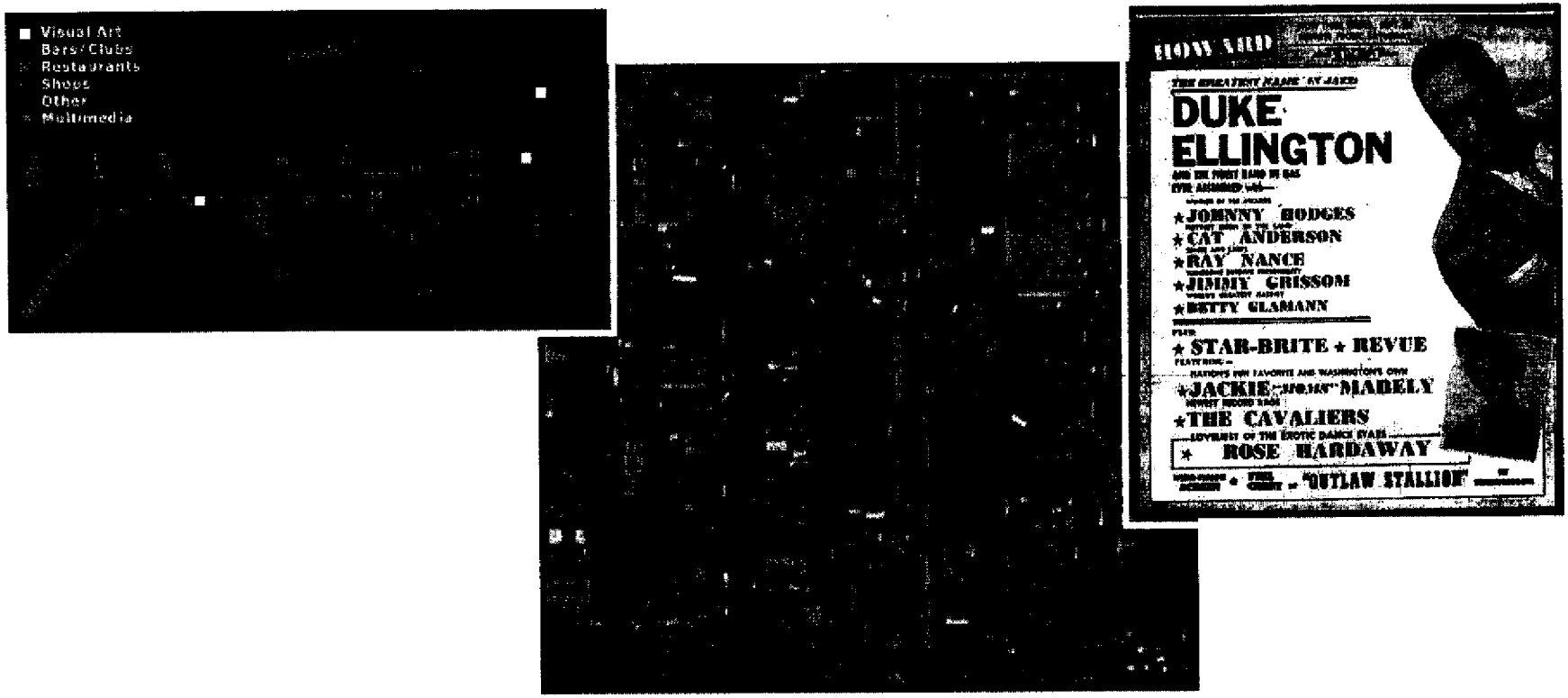
- **Approve Banneker Ventures team as developer of Shaw-Howard U./Florida Avenue joint development site**
- **Approve term sheet**
- **Authorize negotiation of development agreement**



WMATA-INV 014019
FOIA CONFIDENTIAL TREATMENT REQUESTED

Site

- **WMATA has 3 parcels (comprising 28,892 sf) that were used to construct Green Line tunnel**
- **Washington, DC adopted "Duke" Plan for area in 2005**



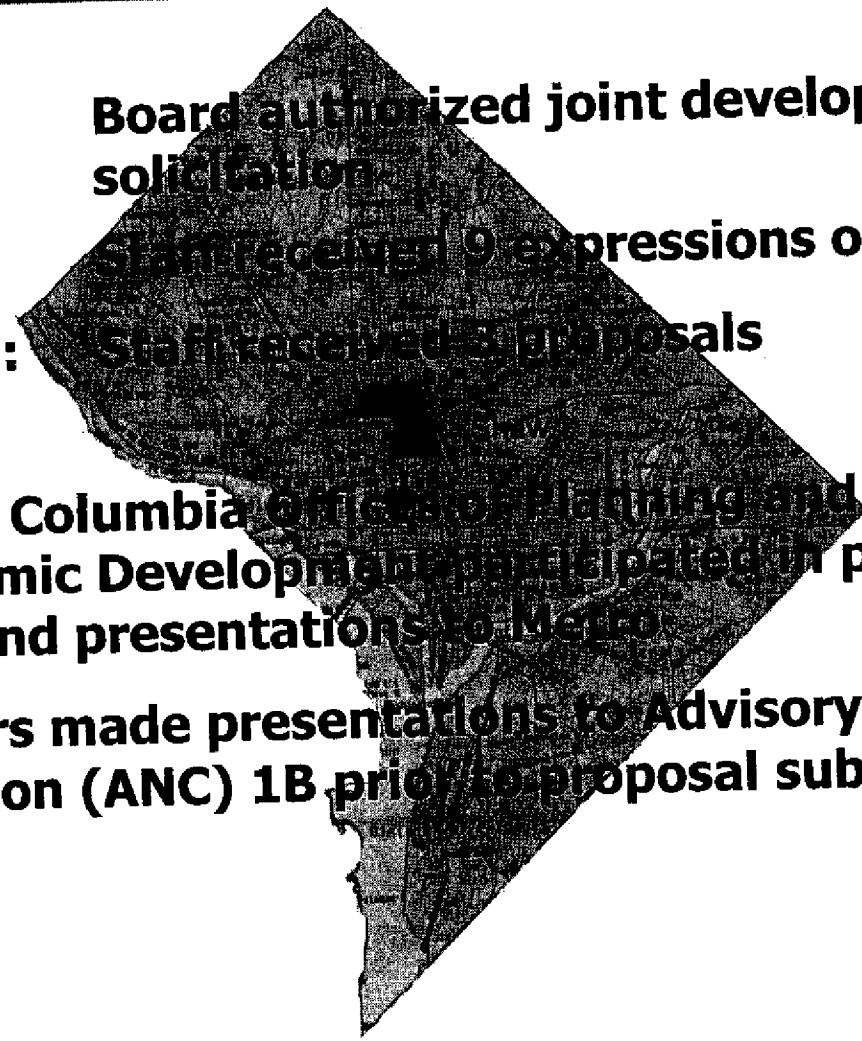
WMATA-INV 014020
FOIA CONFIDENTIAL TREATMENT REQUESTED

Community Involvement

July 2006: Board authorized joint development solicitation

Spring 2007: Staff received 9 expressions of interest

October 2007: Staff received 3 proposals



- District of Columbia Office of Planning and Deputy Mayor for Economic Development participated in proposal reviews and presentations to Metro
- Developers made presentations to Advisory Neighborhood Commission (ANC) 1B prior to proposal submission

WMATA-INV 014021
FOIA CONFIDENTIAL TREATMENT REQUESTED

Site Plan

U Street/
African-American
Civil War
Memorial/Cardozo
Station
U & 10th

- **Conforms to "Duke" Plan**
- **Extends area's <u>Transit Oriented Development</u>**
- **Provides best value for Metro**

Shaw-
Howard University
Station
7th & S

WMATA-INV 014022
FOIA CONFIDENTIAL TREATMENT REQUESTED

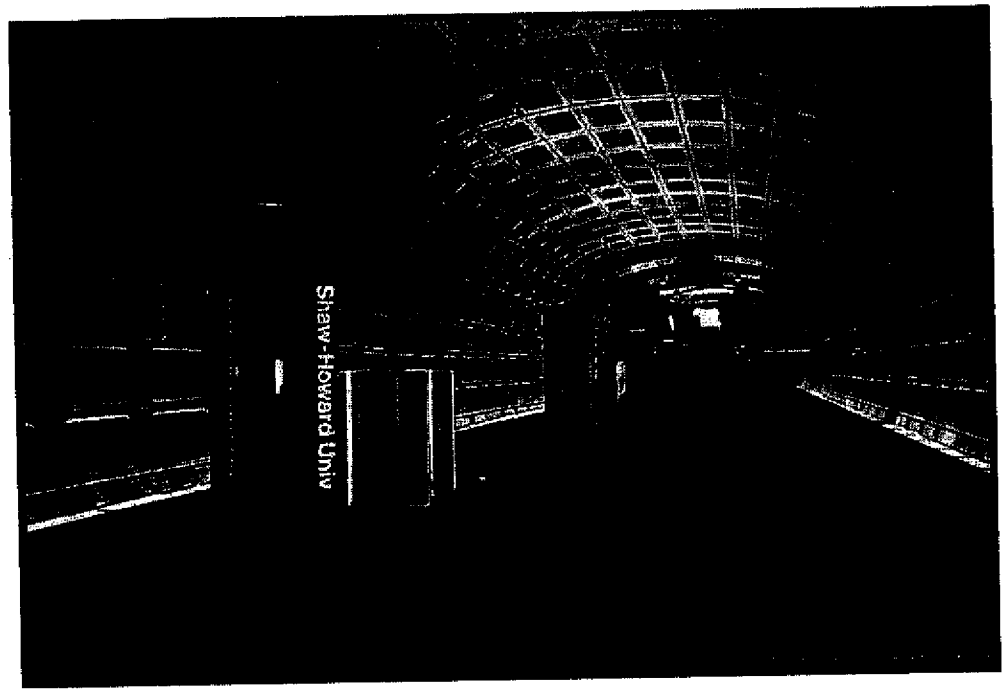
Elevation

- **Provides 104 apartments**
- **Allocates 11,750 sf for retail/arts uses**

WMATA-INV 014023
FOIA CONFIDENTIAL TREATMENT REQUESTED

Recommendation

- **Approve Banneker Ventures team as developer of Shaw-Howard U./Florida Avenue joint development site**
- **Approve term sheet**
- **Authorize negotiation of development agreement**



WMATA-INV 014024
FOIA CONFIDENTIAL TREATMENT REQUESTED

December 4, 2007

Joshua Adler, Principal
Lakritz Adler Development, Inc.
4326 8th Street, NE
Washington, DC 20011

Re: Shaw-Howard Florida Avenue Joint Development Site

Dear Mr. Adler:

Thank you for the submission of your proposal for the above-referenced 2007 Joint Development Solicitation (JDS) site.

The purpose of this letter is to bring to your attention missing or incomplete items or items that require further discussion and clarification. We would like to schedule an oral presentation by your team on December 12, 2007 at 11 a.m. at WMATA headquarters and have attached instructions for the presentation. We ask that you provide 10 copies of the supplementary information requested in this letter not later than the presentation and preferably before so that we may first review it.

The following items need clarification, correction or completion:

Technical Information

Within the schedule you presented, please indicate the outside, firm date by which a purchase or lease would occur.

What, if any, zoning approvals or variances will you be seeking for Parcels 1 or 3?

Do you expect that Parcel 3 loading from Florida Avenue will be acceptable to DDOT?

Though you have identified existing hotels in the competitive market, how would you assess the opportunity for the hotel type you are proposing if a competitive product were developed in Howard Town Center?

Please relate your experience with office condominiums.

Washington Metropolitan Area Transit Authority

600 Fifth Street, NW
Washington, DC 20001
202/962-1234

By Metrorail:
Judiciary Square—Red Line
Gallery Place-Chinatown—Red, Green and Yellow Lines
By Metrobus:
Routes D1, D3, D6, P6, 70, 71, 80, X2

A District of Columbia, Maryland and Virginia Transit Partnership

Economic Information

Note that your valuation of the site is considerably below WMATA's appraisal and needs to be increased substantially or your offer cannot be considered. Likewise, the percentage of rent to value falls below WMATA appraisal thresholds and needs to be raised. These are FTA requirements.

WMATA expects escalation in the sale or rent amount from today's values if closing is delayed beyond a year. It further expects and receives option fees for each year that the property is held off the market, until closing. Please provide your proposal.

WMATA also expects and receives participations in capital events and in cash flow (or, alternatively to cash flow, revaluation of the project in which rent values do not fall below the previous year). Please provide your proposal.

It appears from your discussion that you are interested basically in a sale on Parcels 1 and 2 because of your financial arrangement with the Parcel 2 adjacent property owner and your interest in office condominiums. If you entertain a lease, explain how that can be accommodated given your option to purchase the adjoining property. Also, explain how you would combine the two properties in separate ownerships.

It appears that you are valuing the property adjacent to Parcel 2 at $94/FAR sf ($4.8M sales price divided by 11,330 sf x 4.5 FAR) whereas you value Parcel 2 at $42/FAR sf. ($4.9M divided by 26,100 sf x 4.5 FAR). Please explain the disparity and assure WMATA that it is not subsidizing the adjacent property deal.

Note that WMATA standard leases require annual minimum escalations of rent (as opposed to the once every 10 years that you have offered) and, also, that owing to past experience, WMATA has decided that it cannot grant a right of first refusal as you propose.

We look forward to your presentation and to further discussion on this project.

Sincerely,

Joel R. Washington

Joel R. Washington, Director
Station Area Planning and Asset Management

Attachment

LAKRITZ ADLER

real estate development

December 18, 2007

Office of Property Development and Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001
Attention: Joel Washington, Director, Station Area Planning and Asset Management

Re: Shaw-Howard Florida Avenue Joint Development Site, Dec. 4 clarification request

Dear Mr. Washington:

This letter addresses the questions raised in your request for clarifications dated December 4, 2007, in preparation for our presentation to WMATA, now scheduled for December 19, 2007, at 2 p.m.

Below, we repeat and number each question and provide our response.

Technical Information

1) Within the schedule you presented, please indicate the outside, firm date by which a purchase or lease would occur.

We are willing to make the dates presented on page 22 of Volume 1 firm outside dates (rounding to the closest first of the month). Therefore outside date for land purchase would be November 1, 2011, or ground lease start date would be January 1, 2013. Note that it is quite possible closing will occur much sooner, if the WMATA selection process takes less than the ten-plus months advised by WMATA, and if the developer selection process is sufficiently certain at an early stage for us to start our study period and early approvals process – plan preparation, HPRB and BZA submissions, etc. – concurrent with the developer selection process.

2) What, if any, zoning approvals or variances will you be seeking for Parcels 1 or 3?

LaKritz | Adler Development, LLC
4326 8th Street, NW • Washington, DC 20011
(202) 882-0808 • Fax (202) 882-0809

FOIA CONFIDENTIAL TREATMENT REQUESTED

As stated on page 23, Volume I, of our submission, Section J.1., "Zoning": "All projects proposed are by-right, with the exception of a parking reduction to be sought for the hotel proposed for Parcel 3 (the alternative plan for Parcel 3 of office and retail would not require any zoning relief at all.)" The same is indicated in Sections D and G of our submission, in the description of our plans for each parcel.

To clarify further: in order to keep the parking garage on Parcel 3 to a single level below grade, and thereby avoid any interference with the Metro tunnel easement, if we proceed with a hotel rather than office/retail on Parcel 3, we would expect to seek a zoning variance to reduce the C2B zone parking requirement for hotel use by 50%. The base C2B hotel requirement is 1 space per 2 rooms.

The plans proposed for Parcels 1 and 2 do not require any zoning approvals or variances, nor does the office and retail alternative plan for Parcel 3. This presumes that the bulk of the retail uses on Parcel 2 will be "evening uses" (principally restaurant and entertainment uses, as suggested in our submission) as described in D.C. Zoning Code Section 1901.5(a). In the unlikely event that the retail leasing market cannot produce restaurant and entertainment-related tenants for the bulk of the ground floor of Parcel 2 (and Parcel 3 if an office/retail plan is pursued), we would seek a special exception from the BZA to reduce parking requirements by 25%, thereby keeping the parking to a single level below grade.

Of course, given the rapidly changing nature of today's real estate market and the unknown time period until a final agreement with WMATA is approved, we must reserve the right to seek additional zoning exceptions, variances and other approvals as necessary to maintain the marketability and financial viability of the proposed projects.

3) Do you expect that Parcel 3 loading from Florida Avenue will be acceptable to DDOT?

The placement of loading access on Florida Avenue for Parcel 3 was an error in the preliminary design, as such access is prohibited by Section 1903.2 of the D.C. Zoning Code. Parcel 3 loading access will be relocated to 8th Street.

4) Though you have identified existing hotels in the competitive market, how would you assess the opportunity for the hotel type you are proposing if a competitive product were developed in Howard Town Center?

(Prepared by Max Mednick, Milestone Hotels)

Our research indicates that the market immediately surrounding the subject property is severely underserved by hotel properties. We believe that this particular neighborhood has the ability to absorb the supply of several additional hotels. By way of example, in 2006, the supply of hotel rooms in the identified competitive set grew by 24.9%

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 014028

(reflected by the opening of the 384-room Embassy Suites Washington Convention Center in November 2005). Despite the additional supply, the comp set increased its average rate and REVPAR (revenue per available room) by 9.5% and 8.4% respectively in 2006 versus 2005. Furthermore, it is our strong belief that any commercial development in the immediate surrounding market, whether hospitality-related or otherwise, will only benefit the entire neighborhood and continue to pull critical mass up the U Street Corridor as has been occurring the past several years. In short, we would not only welcome additional supply to the market, but would also be interested in constructing additional supply ourselves if the right opportunity presented itself. In an environment of ever-increasing construction costs, newly built properties always benefit existing properties by pushing room rates higher in the market to compensate for the initial costs of development.

The proposed hotel is in no way reliant on Howard University as the sole demand generator. The subject property will benefit from a wide range of primary and overflow generators based on its close proximity to the Washington Convention Center, central business core, and major tourist attractions, in much the same manner as is already occurring at management's Hilton Hotel in Silver Spring, Maryland, located five (5) miles to the north.

(LaKritz Adler adds): Our contacts at Howard University have indicated, and current public plans for Howard Town Center show, that there are no plans for a hotel at Howard Town Center as of the date of this letter, and they have further indicated, in response to our query, that there is "no chance" of a hotel at Howard Town Center. Howard does, however, continue to express interest in developing a hotel as a joint venture that combines Parcel 3 and the adjacent CVS site, as described in our Volume 1 submission.

5) Please relate your experience with office condominiums.

(Prepared by Douglas Bream, DANAC Corp.)

Condominiumizing a building provides an opportunity for commercial and/or residential clients to purchase property and share in the long term benefit of ownership. Recently, DANAC Corporation developed a 72,000 SF building, condominiumized it into three units, and sold two of the units to Metropolitan Regional Information Systems, Inc (MRIS). The third condominium unit, which is the ground floor level, is currently for sale or lease. Another recent example is the development of the Rockville Town Square, where as the master developer DANAC sold the retail space to Federal Realty Investment Trust, developed the parking directly for the City of Rockville, and condominiumized the residential area into 648 units, which we sold to third parties.

For certain projects a condominium structure provides more flexibility and a stronger client interest with a long term benefit to the surrounding community. This is particularly true for the likely tenants or office condo owners of 800 Florida Avenue, many of whom

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FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 014029

are non-profit organizations that can obtain below-market financing for ownership through tax exempt bonds, New Market Tax Credits, and tax-deductible capital campaigns, but cannot use these low cost capital sources for paying rent.

Economic Information

1) Note that your valuation of the site is considerably below WMATA's appraisal and needs to be increased substantially or your offer cannot be considered. Likewise, the percentage of rent to value falls below WMATA appraisal thresholds and needs to be raised. These are FTA requirements.

It is difficult to answer this question without knowing the date and content of the WMATA appraisal. Our valuations were derived using widely accepted methods for calculating market land residuals based on the proposed development plans for the sites. We would need to consider whether the WMATA appraisal takes into account the decline in FAR values in the vicinity of the parcels since summer 2005; further, how does the WMATA appraisal adjust the land values for the time and cost impacts of the Metro tunnel running beneath the parcels? Does the WMATA appraisal account for ongoing double-digit construction cost inflation, and the impact on development land values? Does it reflect realistic by-right construction yields for the site based on actual architectural and engineering studies of the sites, and not just hypothetical, unachievable zoning envelopes?

We would hope that WMATA appreciates these nuances, and is willing to update its appraisal to reflect current market values and site conditions if the appraisal is found to be unrealistic.

In fact, we have in our possession an actual, complete MAI commercial appraisal of Parcel 3 which puts the value at $2.3 million in 2004 – our current offer of $2.7 million for this parcel is 17% higher than the appraisal value. And land values in this vicinity have been falling since mid-2005, so a 2004 appraisal is probably not far off from today's value.[1]

Regardless of the appraisal, we also understand that WMATA's intent is that we raise our offer price. Our economic calculations for the site have not changed since our

[1] The drop in land values is well-known, even if it is reflected more in a slowdown in land settlements and increased contract cancellations than in settled sales at lower prices. For example, when the DC Housing Finance Authority publicly offered for sale its 29,000 square foot Arts/C2B-zoned parcel at 815 Florida Avenue, directly across the street from Parcels 1 and 2 (but outside the Historic Preservation overlay and also without a Metro tunnel underneath, and therefore of superior value on both counts), in summer 2005, it reportedly received over a dozen offers in the approximate range of $10 million to $12 million. One year later, after two consecutive sale contracts fell through, DCHFA reoffered the site to the public, and received offers reportedly in the range of $5 million to $6 million – a 50% decline in land value in a single year.

LaKritz | Adler Development, LLC
4326 8th Street, NW • Washington, DC 20011
(202) 882-0808 • Fax (202) 882-0809

FOIA CONFIDENTIAL TREATMENT REQUESTED

submission of our Volume 2 on October 5, 2007. If anything, the decline in both residential and commercial land values has accelerated since this time, owing to the widely-reported ongoing global credit crisis, which has caused a sharp increase in commercial and residential financing costs and reduced the availability of most forms of leverage, thereby reducing the value of real estate assets and increasing risk on development projects. Cap rates have been rising, pressuring commercial real estate values downward, even in the best markets.

Nonetheless, we would consider adding our estimated Metro tunnel-related site work costs for each parcel back into the parcel prices for Parcels 2 and 3 (Parcel 1 assumes no special site work), less $250,000 for each parcel for general site work, provided that WMATA will reduce the actual sale price at settlement (or reimburse us after settlement, as the parties may agree) by the amount that a qualified site work contractor and structural engineer determine, in a Guaranteed Maximum Price form of contract, will be required to address Metro-tunnel specific costs in the projects as designed, not to exceed our original site work estimates. In other words, we will increase our offer price on Parcel 2 by $538,408 (43% of the $1.5 million budget less $250,000, since Parcel 2 is 43% of the area of the Parcel 2 and 1920 8th combination), to $2,138,408, provided that Metro will reduce sale price or reimburse us up to $538,408 for our actual site work, excavation and foundation (and related soft) costs in the project to be built on Parcel 2 caused specifically by the presence of the Metro tunnel and systems under and about Parcel 2.

Similarly, we could increase our offer price on Parcel 3 by $1.589 million, to $4,289,000, provided that Metro will reduce our sale price or reimburse us up to $1.589 million for our actual site work, excavation and foundation (and related soft) costs in the project to be built on the Parcel 3 caused specifically by the presence of the Metro tunnel and systems under and about Parcel 3.

We are already assuming there will be no Metro-tunnel related costs on Parcel 1, so we are unable to adjust this price.[2]

Ground lease rates could be adjusted accordingly, as 4.77% in the first year of the new sale prices, after adjusting for the site work cost. (In fact, since the date of our offer, long-term interest rate indexes have fallen, suggesting that the ground lease rate should be reduced.)

[2] Parcel 1, along with Parcel 2, is a good example of a site where an appraiser who has not performed an architectural and engineering study could very easily make wrong estimates about the site valuation, since a simple FAR calculation would suggest that the site has 17,100 residential square feet available, but in fact, owing to the small, irregular size, underground tunnel and parking constraints, only a single story retail building with mezzanine (about 4,100 square feet) is achievable under zoning requirements and with a modicum of cost-effectiveness and efficiency.

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2) WMATA expects escalation in sale or rent amount from today's values if closing is delayed beyond a year. It further expects and receives option fees for each year that the property is held off the market, until closing.

As shown in Volume 2, our offer prices have been derived assuming purchase settlement occurs on October 26, 2011, or ground lease payments start on December 19, 2012, and as stated on pages 6 and 7 of Volume 2, we will increase purchase price by 3% and rent rate by 2% annually, pro rated monthly, for each year that settlement or lease start is delayed beyond those dates (provided that the delay is the fault of the developer, and not WMATA). Since our calculations assume that we are not paying debt costs or equity returns on land value prior to the project settlement or lease start dates, if purchase or lease were to start sooner than these dates, the purchase price or ground rent would have to be adjusted downward to derive the same returns, which are the minimum acceptable returns for this project. In other words, our offer prices are not today's values – they are higher than today's values.

At this time, Metro has received a $100,000 earnest money deposit for our contract on the parcels. In addition, we will be spending over $2 million during the contract period, investing in an entitlement process that adds great value to these Metro-owned properties, including HPRB, BZA and DCRA permit processes. If we were holding a passive land option on the properties for a period of time until deciding whether or not the develop the land, an option fee would make sense, but we are expediting the development process, at our time and expense, adding value to the Metro land and making it possible for us (or another purchaser) to purchase the land from Metro at the proposed values (without these entitlements, the land is worth less than the offer prices). We believe option fees are not appropriate for this situation.

3) WMATA also expects and receives participations in capital events and in cash flow (or alternatively to cash flow, revaluation of the project in which rent values do not fall below the previous year).

We presume this question is only applicable in a ground lease scenario, since in a sale WMATA has no ongoing interest in the properties. We would appreciate further clarification of what WMATA has in mind for participation. We can then run a net present value analysis of the ground lease taking the additional payments to WMATA into account, and reduce the base ground rent rate accordingly, to achieve the same minimum required return for the investor equity and debt. Alternatively, we are open to a percentage ground rent, where ground rent payments are calculated on the net rental income from the improved properties, and are increased or reduced as a fixed percentage of that net rent. This would be an alternative to a base ground rent rate.

Having made this offer, we nonetheless urge WMATA to make these transactions as simple as possible, through fee simple sales on all three parcels, without complicating

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and therefore handicapping the transactions and potential developments by adding options, recapitalization and revaluation distribution formulas and percentage rent calculations to an already complex situation on three relatively small parcels in a transitional location and a downward-trending real estate market.

4) It appears from your discussion that you are interested basically in a sale on Parcels 1 and 2 because of your financial arrangement with the Parcel 2 adjacent property owner and your interest in office condominiums. If you entertain a lease, explain how that can be accommodated given your option to purchase the adjoining property. Also, explain how you would combine the two properties in separate ownerships.

We are most interested in a sale on all three parcels, first and foremost, because a fee simple sale is the simplest type of transaction, and would give the developer the greatest range of development, financing and ownership structure options, thereby giving the project the greatest likelihood of success in an uncertain and rapidly changing market environment. On pages 29-32 of our Volume 1 submission, we go into great detail as to the reasons we prefer a fee simple sale on all three parcels. It is true, as described on page 31 and cited in your question above, that multiple and different land ownership structures beneath a single building will be difficult to accomplish and will needlessly complicate the transaction, and therefore make it less likely to succeed. This is not only a reason to sell Parcels 1 and 2 fee simple, it is also a reason to sell Parcel 3 fee simple, because there is a good probability that Parcel 3 will be combined with Howard University's adjacent CVS parcel in the ultimate development, and this will entail the same problems as combining Parcel 2 on an unsubordinated WMATA ground lease with 1920 8th Street.

To restate our argument on pages 31-32, our market feedback is that many prospective commercial tenants for these location will want at least a purchase option or right of first refusal on sales of their office spaces, if not an outright purchase of an office condominium, to induce them to locate to this pioneering office location. This would be very hard to accomplish if the land underlying the buildings is on a ground lease (especially a ground lease with multiple lots and owners.) Again, the key to success in this project, for any developer, will be flexibility – best achieved through a fee simple sale with no strings attached.

As to how we could combine 1920 8th with Parcel 2 if Parcel 2 is on a ground lease – our ground lease and option terms for 1920 8th Street explicitly allow us to combine the lot with adjacent lots for zoning and building purposes during our ground lease period. We would have a single building lot for zoning purposes with multiple tax lots for ownership and taxation purposes. Of course, WMATA would have to agree to this arrangement as well. If we owned Parcel 2 in fee simple this would not be an issue.

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5) It appears you are valuing the property adjacent to Parcel 2 at $94/FAR sf, whereas you value Parcel 2 at $42/FAR sf. Please explain the disparity and assure WMATA that it is not subsidizing the adjacent property deal.

We appreciate your concern. Therefore, it is important for us to better explain the terms of our 1920 8th ground lease and purchase option contract. To review, the essential terms of the 1920 8th ground lease are:

- Commenced August 3, 2007, with a one year base term and nine one-year renewal options
- Ground rent of $225,000/year in the first year, $150,000/year for renewal terms 1-4, and $200,000/year for renewal terms 5-9.
- Purchase option exercisable at any time during base term and renewals. Exercise price of $4,800,000 in the base term, increasing by 1.5% in each of the first three renewal terms and then remaining fixed at $5,019,256.20 for the remainder of the renewal terms.
- $100,000 of ground rent, once paid, credited toward the purchase option in the base term and in each of the first two renewal terms, with 100% of ground rent paid following the second renewal term and in every renewal term thereafter credited toward the option price. Therefore the purchase option balance due (*i.e.*, the purchase price) at the end of the last renewal term (August 3, 2017) shall be **$3,419,256.20.**
- Landlord is obliged under the ground lease to subordinate its unencumbered fee interest in the Property to Tenant's Construction Lender (and subsequent lenders), meaning that Tenant has full use of the land value of the Property as collateral to secure its construction financing, in place of a cash equity investment of equal value.

Under our agreement, we will be paying $3.42 million to buy 1920 8th in August 2017, a price of $67/FAR-sf. Let us assume we would close on the WMATA land at $42/FAR-sf on November 1, 2011, our firm outside closing date. Rounding to a six-year interval between the two settlements, and assuming an 8% discount rate, the Net Present Value (NPV) of a $42/sf number in 2011 is equivalent to the NPV of a $67/sf number in 2017. In other words, the values are identical.

Moreover, during the ten-year 1920 8th ground lease period, we are carrying 100% of the $3.42 million purchase price at an interest-only rate of 4.39% over the next four years ($150,000/year), increasing to a rate of 5.89% over the following five years ($200,000/year). This rate is superior to the bank financing terms we would receive on the land purchase today.

But the biggest difference between our deal on the 1920 8th parcel and the proposal for the WMATA parcels is that the 1920 8th ground lease is a fee-subordinated ground lease. The landlord has to pledge 100% of his fee interest in the property as collateral to our

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development, construction and permanent financing. This means that lenders will count the land value as the equivalent of cash invested in the deal, yet we and our investors do not have to invest this cash, and we are not compensating the cash beyond the low carry cost rates described above (an average of 5.2% over the next nine years). The minimum return for cash invested in a real estate development project today is 20%, compounding annually (and in most cases it is more). Assuming that 1920 8th appraises for $3.42 million and thus replaces an equal amount of cash equity in our project, the correct discount rate to apply to the future cash flows (ground lease payments) and eventual (2017) purchase price is 20%. We can compare this NPV to the NPV of purchasing the WMATA Parcel 2 for $1.6 million in 2011 at an 8% cost-of-funds (discount) rate, and then paying an 8% interest-only rate on 100% debt financing on that purchase until 2017. The end result is an NPV of $1.2 million for the 1920 8th Street deal, versus $1.5 million for Parcel 2.

Therefore, we are offering to pay WMATA 25% more for Parcel 2 than we are paying for the adjacent property at 1920 8th Street. It is not WMATA Parcel 2 that is subsidizing the purchase of 1920 8th, it is 1920 8th subsidizing WMATA. There are other ways to analyze this differential, but the gap would be even larger if we considered the full near-term benefits of the land equity available to us from the subordinated ground lease. We would happily make the same deal on the same proportionate price and terms with WMATA, but WMATA has stated that it will not subordinate its fee interest in a ground lease.

A final point of distinction between the two parcels is that at 1920 8th Street, we have a by-right, 47,600 square foot office building plan that meets zoning code parking requirements without any underground garage, saving us the entire cost of both Metro tunnel site work and underground garage construction if we build 1920 8th on its own. Anyone building on Parcel 2 on its own would either have to obtain a zoning variance for a large (50%) parking reduction, impairing the marketability of the building, or would have to incur relatively large underground garage and metro-tunnel specific costs to construct a by-right building on Parcel 2, which even then would not come close to the full FAR potential of the site because of the parking requirements (without going an unfeasible two floors underground for parking). Thus the Parcel 2 sale price must be reduced by the costs imposed by the Metro tunnel running beneath it, whereas 1920 8th on its own does not need to be discounted by this cost (although it does need to be discounted if combined with Parcel 2, since both sites will then incur the special site work costs over a larger area.)

6) Note that WMATA standard leases require annual minimum escalations of rent (as opposed to the once every 10 years you have offered) and, also, that owing to past experience, WMATA has decided that it cannot grant a right of first refusal as you propose.

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We will agree to change our ground rent escalation rate to 1.8% per year, rather than 20% every ten years.

Eliminating the right of first refusal on future sale of the property eliminates one of the inducements for a developer to enter a ground lease for the parcels, rather than a purchase. As a trade off, we believe the ground rent rate should be reduced, which would also bring the rate more into line with current market trends.

We look forward to further discussion on December 19th, and reaching an agreement with WMATA to acquire these parcels.

Sincerely,

Joshua Adler
Co-Managing Member

LaKritz | Adler Development, LLC
4326 8th Street, NW • Washington, DC 20011
(202) 882-0808 • Fax (202) 882-0809

FOIA CONFIDENTIAL TREATMENT REQUESTED

Strategically using earned media
Rather than tightly controlling the message through press releases or opinion pieces in Washington Post using other forms of new media may be more effective. Local blogs, if courted properly, can help the office publicize its accomplishments without giving the impression that the content is hyped or package. Content can be offered to blog editors with the insinuation that future engagement requires a positive representation of the office and its contribution. This will also help reach the 20-30 something demographic. Because others are carrying the message, there is no risk that the message will be perceived as inauthentic.

Emphasize the office's excellent constituent services
Demonstrating the office's ability to respond to constituent requests has no downside. Who would criticize the office approaching DDOT or DCPD if it helps constituent? This is politically neutral and there is no other side to this argument, unlike most other issues the offices engages. Social media – Twitter and Facebook – should take every opportunity to emphasize that this is an area in which the office excels.

Selectively using broadcast media
Network news – WJLA, WTTG – does not reach Ward One constituents. This medium is most effective when there is a need to channel community outrage. There is downside to this, as it risks perpetuating the perception of "Grahamstanding" or acting as a "Media Queen." It does not help communicate the office's accomplishments and does not bolster the office's image of providing excellent constituent services.

Website
~~Op-eds~~ and other media sources

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Website
Op-eds and other media sources

August 5, 2011

The Honorable Jim Graham
2853 Ontario Road, NW
Washington, DC 20009

Dear Mr. Graham:

Please find the enclosed letter from Holland and Knight LLP, which was received in accordance with the Public Access to Records Policy (PARP). Specifically, the letter requests copies of the Board Disclosure Statements. We plan to release the enclosed Board Disclosure Statements for 2008 – 2010 by August 12, 2011. Please contact me at 202-962-2531 if you have any questions or concerns.

Sincerely,

Carol B. O'Keeffe
General Counsel

Enclosures

Washington Metropolitan Area Transit Authority

600 Fifth Street, NW
Washington, DC 20001
202/962-1234

www.metroopensdoors.com

A District of Columbia, Maryland and Virginia Transit Partnership

Holland & Knight

2099 Pennsylvania Avenue, N.W., Suite 100 | Washington, DC 20006 | T 202.955.3000 | F 202.955.5564
Holland & Knight LLP | www.hklaw.com

Kwamina Thomas Williford
(202) 828-1857
kwamina.williford@hklaw.com

April 25, 2011

Via First Class Mail and Email: kthom@wmata.com

Ms. Keysia A. Thom
PARP/Privay Policy Administrator
Washington Metropolitan Area Transit Authority
Office of General Counsel
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW,
Washington, DC 20001

RE: Public Access to Records Policy Request – Shaw-Howard/Florida Avenue Joint Development Solicitation

Dear Ms. Thom:

Pursuant to the Washington Metropolitan Area Transit Authority Public Access to Records Policy ("Policy"), which is interpreted and applied consistently with the federal Freedom of Information Act, 5 U.S.C. Section 522, *et seq.*, and federal practice, I hereby request a copy of the following documents within the possession, custody or control of the Washington Metropolitan Area Transit Authority ("WMATA"):

1. Documents related to the selection of a developer for the Shaw-Howard/Florida Avenue Joint Development Solicitation issued by WMATA on August 24, 2007, including but not limited to correspondence of WMATA staff, WMATA Board of Directors and WMATA officers.

2. Documents discussing Banneker Ventures, LLC and/or Omar Karim, including but not limited to, correspondence among WMATA staff, WMATA Board members and officers, or third parties discussing any Term Sheets, commitment, agreement or directive.

3. Documents to, from or about LaKritz Adler and/or Robb LaKritz, including but not limited to, correspondence with or among WMATA staff, WMATA Board members, and officers discussing any Term Sheet, contract, agreement, arrangement or promise.

FOIA CONFIDENTIAL TREATMENT REQUESTED

4. Documents discussing any decision to postpone or discontinue negotiations with Banneker Ventures, LLC related to the Shaw-Howard/Florida Avenue Joint Development Site.

5. Disclosure form(s) submitted by then-Board Member Jim Graham, pursuant to Articles III(I) and IV of the Standards of Conduct for Members of the WMATA Board of Directors.

6. Documents to or from any WMATA Board member or WMATA staff from or to any appraiser hired to appraise the value of any portion of the Shaw-Howard Florida Avenue Joint Development Site.

For the purpose of this request, unless otherwise indicated, the time period of documents requested is from January 1, 2008 to December 31, 2010. The term "Shaw-Howard/Florida Avenue Joint Development Site" refers to the three (3) parcels of land (Parcel 1 – Lot 44, Square 393, 3,799 sq. ft.; Parcel 2 – Lot 45, Square 393, 8,621 sq. ft.; and Parcel 3 – Lot 31, Square 416, 15, 956 sq. ft.) located on the 700 and 900 blocks of Florida Avenue, NW, in the District of Columbia. The term "documents" means any tangible thing upon which information is or has been stored, recorded or communicated, including, but not limited to: records, letters, notes, correspondence, graphic or photographic matter, agreements, memoranda, diaries, calendars, telephone logs, messages, records, tapes, email and other electronically stored materials. Each draft and each non-identical copy shall be considered a separate document.

If for any reason a document arguably within the scope of this request is withheld as falling under an exemption covered by Section 6.0 of the Policy, please identify and describe the document being withheld, the basis for withholding it, and whether any exempt material can be deleted thereby allowing the document with deleted portions to be provided. We are aware of our rights to administrative appeal set forth in Section 9.1 of the Policy and are prepared to pursue them if necessary.

We are willing to pay all reasonable fees related to this request. Please contact me at (202) 828-1857 or kwamina.williford@hklaw.com if you have any questions concerning this Public Access to Records Policy request.

Sincerely yours,

HOLLAND & KNIGHT LLP

Kwamina T. Williford

Kwamina Thomas Williford

KTW:aem

cc: Carol O'Keefe, General Counsel, WMATA, via email [cokeefe@wmata.com]

#10292945_v2

PART I - BACKGROUND INFORMATION

NAME Jim Graham

JURISDICTION DC

PART II - ACTIVITIES AND INTERESTS

A. FINANCIAL INTEREST

1. DO YOU OR DOES A MEMBER OF YOUR HOUSEHOLD OR A BUSINESS ASSOCIATE HAVE A FINANCIAL INTEREST IN ANY ENTITY WHICH IS A PARTY TO AN ACTUAL OR PROSPECTIVE FINANCIAL TRANSACTION WITH WMATA?

YES _____ NO ✓

IF YES, DOES YOUR OWNERSHIP INTEREST EXCEED THE 3% OWNERSHIP INTEREST OR THE 3% GROSS INCOME (FOR BUSINESS ENTERPRISES) THRESHOLD CONTAINED IN SECTIONS II.C AND II.I OF THE STANDARDS OF CONDUCT?

B. NON-WMATA EMPLOYMENT AND OTHER ACTIVITIES

2. DO YOU HAVE ANY NON-GOVERNMENTAL, NON-WMATA EMPLOYMENT WITH A PARTY WHO HAS AN ACTUAL OR PROSPECTIVE BUSINESS RELATIONSHIP WITH WMATA?

YES _____ NO ✓

IF YES, EXPLAIN:

Rev. Feb. 16, 2006

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 014042

3. IS A MEMBER OF YOUR HOUSEHOLD EMPLOYED BY A PARTY WHO HAS AN ACTUAL OR PROSPECTIVE BUSINESS RELATIONSHIP WITH WMATA?

YES _____ NO ✓

IF YES, EXPLAIN:

_____

_____

C. REAL PROPERTY

4. DO YOU OR DOES A MEMBER OF YOUR HOUSEHOLD HAVE ANY REAL PROPERTY INTERESTS LOCATED WITHIN THE WMATA TRANSIT ZONE OTHER THAN AN INTEREST IN THE PRIMARY RESIDENCE WHICH YOU OCCUPY?

YES _____ NO ✓

IF YES, PROVIDE LOCATION/ADDRESS OF REAL PROPERTY INTEREST:

_____

_____

D. GIFTS

5. LIST EACH PARTY WITH AN ACTUAL OR PROSPECTIVE BUSINESS RELATIONSHIP WITH THE AUTHORITY THAT, DURING THE PAST 12 MONTHS FURNISHED YOU WITH ANY GIFTS OR ENTERTAINMENT OR OTHER GRATUITY (AS DEFINED IN ARTICLE II.F). DO NOT LIST GIFTS, ENTERTAINMENT OR OTHER GRATUITIES RECEIVED BY YOU AT WIDELY ATTENDED GATHERINGS (AS COVERED BY ARTICLE III.E.3).

NAME OF SOURCE	TYPE OF GRATUITY	VALUE
NONE		

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT IT TO THE BOARD SECRETARY.

Rev. Feb. 16, 2006

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 014043

PART III - CERTIFICATION

I CERTIFY THAT THE STATEMENTS I HAVE MADE ARE TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNATURE 11.18.08 DATE

PART IV - REVIEW BY BOARD SECRETARY

TO BE COMPLETED ONLY IF THE BOARD MEMBER ANSWERED "YES" TO ANY QUESTION ABOVE.

I HAVE EXAMINED THIS STATEMENT AND ANY ATTACHMENTS.

✓ I FIND NO CONFLICTS.

___ I RECOMMEND BOARD REVIEW OF THE FOLLOWING:

[redacted] SIGNATURE 11/20/08 DATE

Rev. Feb. 16, 2006

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 014044

CONTACTS WITH BIDDERS AND CONTRACTORS

IDENTIFY EACH WMATA BIDDER OR CONTRACTOR IN WHICH YOU HAVE A FINANCIAL INTEREST WITH WHOM YOU HAVE HAD CONTACT DURING THE INITIATION AND PRE-AWARD PHASES OF THE PROCUREMENT PROCESS, AS DEFINED BY SECTION II.H.

NAME OF CONTRACTOR _____

NATURE OF FINANCIAL INTEREST _____

DATE OF CONTACT _____

SUBJECT(S) DISCUSSED _____

DISPOSITION, IF ANY

_____

_____

_____

_____

_____ _____

SIGNATURE OF BOARD MEMBER DATE

PLEASE SUBMIT EACH COMPLETED FORM TO THE DIRECTOR, PRMT

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 014045

PART I - BACKGROUND INFORMATION

NAME
Jim Graham

JURISDICTION
District of Columbia

PART II - ACTIVITIES AND INTERESTS

A. FINANCIAL INTEREST

1. DO YOU OR DOES A MEMBER OF YOUR HOUSEHOLD OR A BUSINESS ASSOCIATE HAVE A FINANCIAL INTEREST IN ANY ENTITY WHICH IS A PARTY TO AN ACTUAL OR PROSPECTIVE FINANCIAL TRANSACTION WITH WMATA?

YES _____ NO ✓

IF YES, DOES YOUR OWNERSHIP INTEREST EXCEED THE 3% OWNERSHIP INTEREST OR THE 3% GROSS INCOME (FOR BUSINESS ENTERPRISES) THRESHOLD CONTAINED IN SECTIONS II.C AND II.I OF THE STANDARDS OF CONDUCT?

B. NON-WMATA EMPLOYMENT AND OTHER ACTIVITIES

2. DO YOU HAVE ANY NON-GOVERNMENTAL, NON-WMATA EMPLOYMENT WITH A PARTY WHO HAS AN ACTUAL OR PROSPECTIVE BUSINESS RELATIONSHIP WITH WMATA?

YES _____ NO ✓

IF YES, EXPLAIN:

Rev. Feb. 16, 2006

FOIA CONFIDENTIAL TREATMENT REQUESTED

3. IS A MEMBER OF YOUR HOUSEHOLD EMPLOYED BY A PARTY WHO HAS AN ACTUAL OR PROSPECTIVE BUSINESS RELATIONSHIP WITH WMATA?

YES _____ NO ✓

IF YES, EXPLAIN:

_____

_____

C. REAL PROPERTY

4. DO YOU OR DOES A MEMBER OF YOUR HOUSEHOLD HAVE ANY REAL PROPERTY INTERESTS LOCATED WITHIN THE WMATA TRANSIT ZONE OTHER THAN AN INTEREST IN THE PRIMARY RESIDENCE WHICH YOU OCCUPY?

YES _____ NO ✓

IF YES, PROVIDE LOCATION/ADDRESS OF REAL PROPERTY INTEREST:

_____

_____

D. GIFTS

5. LIST EACH PARTY WITH AN ACTUAL OR PROSPECTIVE BUSINESS RELATIONSHIP WITH THE AUTHORITY THAT, DURING THE PAST 12 MONTHS FURNISHED YOU WITH ANY GIFTS OR ENTERTAINMENT OR OTHER GRATUITY (AS DEFINED IN ARTICLE II.F). DO NOT LIST GIFTS, ENTERTAINMENT OR OTHER GRATUITIES RECEIVED BY YOU AT WIDELY ATTENDED GATHERINGS (AS COVERED BY ARTICLE III.E.3).

NAME OF SOURCE NONE	TYPE OF GRATUITY	VALUE

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT IT TO THE BOARD SECRETARY.

Rev. Feb. 16, 2006

FOIA CONFIDENTIAL TREATMENT REQUESTED

PART III - CERTIFICATION

I CERTIFY THAT THE STATEMENTS I HAVE MADE ARE TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNATURE 4.28.09 DATE

PART IV - REVIEW BY BOARD SECRETARY

TO BE COMPLETED ONLY IF THE BOARD MEMBER ANSWERED "YES" TO ANY QUESTION ABOVE.

I HAVE EXAMINED THIS STATEMENT AND ANY ATTACHMENTS.

✓ I FIND NO CONFLICTS.

___ I RECOMMEND BOARD REVIEW OF THE FOLLOWING:

[redacted]
SIGNATURE 4/30/09 DATE

Rev. Feb. 16, 2006

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 014048

CONTACTS WITH BIDDERS AND CONTRACTORS

IDENTIFY EACH WMATA BIDDER OR CONTRACTOR IN WHICH YOU HAVE A FINANCIAL INTEREST WITH WHOM YOU HAVE HAD CONTACT DURING THE INITIATION AND PRE-AWARD PHASES OF THE PROCUREMENT PROCESS, AS DEFINED BY SECTION II.H.

NAME OF CONTRACTOR NONE

NATURE OF FINANCIAL INTEREST _____

DATE OF CONTACT _____

SUBJECT(S) DISCUSSED _____

DISPOSITION, IF ANY

_____

_____

_____

_____

_____
SIGNATURE OF BOARD MEMBER

4.28.09
DATE

PLEASE SUBMIT EACH COMPLETED FORM TO THE DIRECTOR, PRMT

FOIA CONFIDENTIAL TREATMENT REQUESTED

PART I - BACKGROUND INFORMATION

NAME
Jim Graham

JURISDICTION
District of Columbia

PART II - ACTIVITIES AND INTERESTS

A. FINANCIAL INTEREST

1. DO YOU OR DOES A MEMBER OF YOUR HOUSEHOLD OR A BUSINESS ASSOCIATE HAVE A FINANCIAL INTEREST IN ANY ENTITY WHICH IS A PARTY TO AN ACTUAL OR PROSPECTIVE FINANCIAL TRANSACTION WITH WMATA?

YES _____ NO X

IF YES, DOES YOUR OWNERSHIP INTEREST EXCEED THE 3% OWNERSHIP INTEREST OR THE 3% GROSS INCOME (FOR BUSINESS ENTERPRISES) THRESHOLD CONTAINED IN SECTIONS II.C AND II.I OF THE STANDARDS OF CONDUCT?

B. NON-WMATA EMPLOYMENT AND OTHER ACTIVITIES

2. DO YOU HAVE ANY NON-GOVERNMENTAL, NON-WMATA EMPLOYMENT WITH A PARTY WHO HAS AN ACTUAL OR PROSPECTIVE BUSINESS RELATIONSHIP WITH WMATA?

YES _____ NO X

IF YES, EXPLAIN:

Rev. Feb. 16, 2006

FOIA CONFIDENTIAL TREATMENT REQUESTED

3. IS A MEMBER OF YOUR HOUSEHOLD EMPLOYED BY A PARTY WHO HAS AN ACTUAL OR PROSPECTIVE BUSINESS RELATIONSHIP WITH WMATA?

YES _____ NO X

IF YES, EXPLAIN:

_____

_____

C. REAL PROPERTY

4. DO YOU OR DOES A MEMBER OF YOUR HOUSEHOLD HAVE ANY REAL PROPERTY INTERESTS LOCATED WITHIN THE WMATA TRANSIT ZONE OTHER THAN AN INTEREST IN THE PRIMARY RESIDENCE WHICH YOU OCCUPY?

YES _____ NO X

IF YES, PROVIDE LOCATION/ADDRESS OF REAL PROPERTY INTEREST:

_____

_____

D. GIFTS

5. LIST EACH PARTY WITH AN ACTUAL OR PROSPECTIVE BUSINESS RELATIONSHIP WITH THE AUTHORITY THAT, DURING THE PAST 12 MONTHS FURNISHED YOU WITH ANY GIFTS OR ENTERTAINMENT OR OTHER GRATUITY (AS DEFINED IN ARTICLE II.F). DO NOT LIST GIFTS, ENTERTAINMENT OR OTHER GRATUITIES RECEIVED BY YOU AT WIDELY ATTENDED GATHERINGS (AS COVERED BY ARTICLE III.E.3).

NAME OF SOURCE	TYPE OF GRATUITY	VALUE
NONE		

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT IT TO THE BOARD SECRETARY.

Rev. Feb. 16, 2006

FOIA CONFIDENTIAL TREATMENT REQUESTED WMATA-INV 014051

PART III - CERTIFICATION

I CERTIFY THAT THE STATEMENTS I HAVE MADE ARE TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNATURE

4 1 10
DATE

PART IV - REVIEW BY BOARD SECRETARY

TO BE COMPLETED ONLY IF THE BOARD MEMBER ANSWERED "YES" TO ANY QUESTION ABOVE.

I HAVE EXAMINED THIS STATEMENT AND ANY ATTACHMENTS.

✓ I FIND NO CONFLICTS.

___ I RECOMMEND BOARD REVIEW OF THE FOLLOWING:

[redacted]
SIGNATURE

4/15/10
DATE

Rev. Feb. 16, 2006

FOIA CONFIDENTIAL TREATMENT REQUESTED

CONTACTS WITH BIDDERS AND CONTRACTORS

IDENTIFY EACH WMATA BIDDER OR CONTRACTOR IN WHICH YOU HAVE A FINANCIAL INTEREST WITH WHOM YOU HAVE HAD CONTACT DURING THE INITIATION AND PRE-AWARD PHASES OF THE PROCUREMENT PROCESS, AS DEFINED BY SECTION II.H.

NAME OF CONTRACTOR NONE

NATURE OF FINANCIAL INTEREST _____

DATE OF CONTACT _____

SUBJECT(S) DISCUSSED _____

DISPOSITION, IF ANY

_____

_____

_____

_____

_____
SIGNATURE OF BOARD MEMBER

4 1 10
DATE

PLEASE SUBMIT EACH COMPLETED FORM TO THE DIRECTOR, PRMT

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The Examiner
washingtonexaminer.com

Jonetta Rose Barras: Everywhere a scandal

By: **Jonetta Rose Barras** | 05/10/10 3:00 AM

Before there was the controversy surrounding the Department of Parks and Recreation projects, there was the scandal around the city's lottery contract, including allegations of favoritism, interference and intimidation by Chief Financial Officer Natwar Gandhi, D.C. Council Chairman Vincent C. Gray and others.

The lottery storm kicked up in 2008. But the ugly affair seemed resolved with the award last year of a new contract. Then, last week, Eric W. Payne, a former director of contracting for the CFO, filed a multimillion-dollar lawsuit alleging violations of the Whistle Blower Act and the False Claims Act, along with constitutional defamation and wrongful termination.

In his complaint, Payne said the CFO and others "viewed internal controls, rules, and regulations as optional and secondary to political considerations."

"Gandhi served as advocate for the politically connected and the powerful," he told me.

The allegations, if proven true, could have devastating consequences for Gandhi and for Gray, who recently kicked off his mayoral campaign.

Payne's troubles began when Gandhi decided to ditch Lottery Technology Enterprises -- owned by P. Leonard Manning -- and GTECH. That partnership had held the contract for 25 years. But in 2005 and 2006, there were security breaches and the company subsequently was fined $1.4 million.

Gandhi made it clear "LTE was not to be selected as the vendor for the new contract award," Payne said. It wasn't. W2I Venture was chosen. That group included a local company owned by Alaka Williams and Warren Williams Jr. -- who were friends of Mayor Adrian M. Fenty -- and Intralot, a lottery operator based in Greece.

Council members went ballistic. After all, Manning had provided financial support for many of their campaigns. It was chit collecting time. Legislators promised to scrutinize the new contract.

In May 2008, Payne said in his complaint he met with "Gandhi, a senior elected official, and other CFO personnel" and was told to "get rid of Warren Williams Jr. and replace him with Leonard Manning."

When Payne rejected that appeal, Gray -- who Payne told me was the "senior elected official" at the meeting -- refused to place the new contract on the legislature's agenda.

Payne complained to the CFO's Office of Integrity and Oversight and the city's inspector general about being pressured to circumvent the city's procurement law. But nothing

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happened. In fact, he said the individual at the Inspector General's Office he spoke with eventually went to work for Gandhi.

When the dust cleared, the council disapproved the W2I contract. Manning remained temporarily as the contractor. Payne was fired.

"[He] became a political doormat, disposed of after being trampled upon because of his character, integrity and insistence on public accountability," said Donald Temple, Payne's lawyer.

Attorney General Peter Nickles told me there were "serious issues related to the [W2I] lottery contract."

Gray couldn't be reached for comment. David Umansky, the CFO's spokesman, said Payne was removed as manager but "retained his salary, grade and some responsibility over the lottery contract. What was important to us was that he wasn't managing people."

It is true that Payne was moved -- to a position that had little to do with the contract. It is also true that he was then fired.

Umansky insisted to me that the charges in the lawsuit were "baseless" and "totally without merit."

At this point, that is hard to believe.

Jonetta Rose Barras can be reached at jonetta@jonettarosebarras.com.

URL: http://washingtonexaminer.com/local/dc/jonetta-rose-barras-everywhere-scandal

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BANNEKER VENTURES, LLC

Working Copy

December 14, 2007

BY HAND

To

Joel R. Washington, Director
Station Area Planning and Asset Management
Washington Metropolitan Transit Authority
600 Fifth Street, NW
Washington, DC 20001

RE: Clarification from Response to Shaw – Howard Florida Avenue Joint Development Solicitation

Dear Mr. Washington:

Thank you for your letter dated December 4, 2007 regarding items in our team's response to the Joint Development Solicitation for the above-referenced site. We are extremely excited about the possibility of partnering with the Washington Metropolitan Area Transit Authority ("WMATA") to develop this key site along the Florida Avenue/U Street corridor.

Below, please find our responses to the issues that you raised in your letter. We hope that these answers, along with our presentation on December 17th will demonstrate our capability and commitment to developing these key parcels.

Technical Information

Within the schedule you presented, please indicate the outside, firm date, by which a lease would be executed? March 6, 2009 working

What, if any, zoning approvals or variances will you be seeking for Parcels 1 or 3? A zoning variance (for parking and loading) would be sought for Parcel 1. A zoning variance (for parking) would be sought for Parcel 2. No variance will be sought for Parcel 3.

700 12th Street, NW • Suite 700 • Washington, D.C. 20005 • (202) 667-4110
814 Thayer Avenue • Suite 300 • Silver Spring, Maryland 20910 • (301) 565-4980
www.bannekerventures.com

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Please explain your schedule more fully. A detailed schedule is attached which includes time for historic preservation review, zoning review, and building permit approvals.

Please provide an outside date for stabilization. October 29, 2010

Assess the market for rental apartments in the area. According to the most recent (Third Quarter 2007) Delta Associates Mid-Atlantic Market Report, the "Washington metro area remains healthy despite softening conditions. Unemployment remains one of the lowest in the nation [3.3% as of July 2007] and jobs continue to expand at an above-average pace." According to the Report, the effective rent per square foot (as of September 2007) for Class A rental high-rise apartments is $2.86 with the average effective rent at $2,447 per unit, with a 1.2% concession. Stabilized vacancies remain at 1.3% and overall vacancies are at 4.1%. The monthly absorption pace per project for the most recently delivered market-rate projects are at 5 months; our project has 7 months in the schedule which provides some cushion to the market.

Delta reports that "[a]lthough the [apartment] pipeline has grown significantly in response to the recent robust performance of the apartment market and as a result of developers reprogramming condo projects in light of the slowing condominium market." The "District's 36-month pipeline of projects has grown to 6,353 units as of September 2007, a large jump from the previous quarter. Despite this uptick in the pipeline, the District currently retains the healthiest supply-demand balance in the region. The report further states that "[v]acancies are extremely low – up to 1.3% from a paltry 0.8% one year ago – and rent growth is the strongest in the region at 6.5% per annum. Additional development of exceptionally designed and well located projects would appear warranted. Since The Jazz @ Florida Avenue is exceptionally designed (according to the Office of Planning) and is well located (2 blocks from 2 Metro stations), we believe that a proposed rental project at this located is warranted.

Do you have prospective tenants for the Paul Robeson Theatrical Museum or themed restaurant? Yes. We have prospective tenants for the museum as evidenced by the letter of interest on the following pages. Moreover, the Utopia Jazz Restaurant, a national restaurant based in Charlotte, NC and partially owned by NBA and former co-owner of the Washington Wizards Michael Jordan, a letter of interest of which is also attached.

Have you discussed with DDOT the proximity of the Parcel 2 garage entrance to Florida Avenue? We have met with DDOT and OP about the proximity of the garage entrance to Parcel 2 and they prefer that the alley between Parcels 1 and 2 be widened

to allow for the garage entrance to come off the alley. Our proposed design can certainly accommodate their preference.

Economic Information

WMATA expects escalation in the sale or rent amount from today's values if closing is delayed beyond a year. If closing is delayed beyond a year, we will be prepared to pay WMATA a 3% increase in the pre-development rent.

The pro forma rents do not seem to square with the schedule. Attached is a revised schedule that reconciles with the stabilization date of the pro-forma.

WMATA expects and receives participations in capital events and in cash flow. Please provide your proposal. We will be prepared to pay WMATA 10% of the net proceeds upon the sale or revaluation of the project.

Provide evidence of the interest of MacFarlane Parnters in providing equity for this project. Attached please find letters of interests from MacFarlane Partners, D.C. Housing Finance Agency, The Bank of Georgetown, PNC Bank, BB&T Bank and Fidelity & Trust Bank.

Document the creditworthiness of the entire team. Banking references are enclosed as part of the letters of interests.

Please submit balance sheets. Financial statements for each of the developer's will be delivered to the WMATA staff at the presentation on Monday.

Thank you for the opportunity to be considered for your development partner. We look forward to further expounding upon our capabilities during the oral presentation on Monday, December 17th at 10:30 am at your headquarters.

Sincerely,

Omar Karim

Omar A. Karim

Letter of Interests from Prospective Retail Tenants

3030 NEBRASKA AVENUE | PENTHOUSE | SANTA MONICA, CA 90404 | TEL: 310 453 1400 | FAX: 310 453 6760

HIDDEN
BEACH
RECORDINGS

July 15, 2007

Mr. Omar Karim
Banneker Ventures, L .C
700 12th Street, NW, Suite 700
Washington, D.C. 200 5

Re: The Jazz@ Florid: Avenue Project/ The Utopia Jazz Restaurant & Lounge

Omar:

I am writing this letter to express my interest in trying to open a live jazz restaurant as apart of the Jazz@ Flo ida Avenue Project. Being a co-founder of the music label Hidden Beach Recordings wh ch is home of artists like Jill Scott, Mike Phillips, and Kindred the Family Soul, I could n t think of a way better way to come back and thank the Washington, D.C. cor munity for their support for our label and our artists than to put this live music venue i the nation's capitol.

I am currently in the p ocess of opening a similar restaurant in Charlotte, N.C. called Utopia, which is due t open in September 2007 with two partners named Kennedy Howard and Juvenile Ogbuneke. Kennedy and Juvenile are currently owners of a restaurant in Charlotte. N.C. called The Jazz Café, which opened May 29, 2005. The Jazz Café has had shows with national recording artists such as Mike Phillips, D.C. native Marcus Johnson, Mari n Meadows, Pieces of a Dream, Ronnie Laws, Walter Beasley, D.C. natives Spur of th Moment, and Hidden Beach Recording artist Jeff Bradshaw just to name a few.

Our interest in being a part of this exciting new venture is great and I would definitely like to continue dialog with you to see if we can make this a reality. Please let me know if you have any questions and I can be reached at 310-489-3122.

Best Regards,

Charles Whitfield
Hidden Beach Recordings
Santa Monica, Ca.

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HANDSHAKE
PRODUCTIONS

To: Omar Karim, Banneker Ventures, LLC
From: Bryant "Preacher" Moss, Handshake Productions
Re: Letter of Interest for Café Space in The "Jazz@ Florida Avenue"

Mr. Omar Karim,

This letter is to inform you of Handshake Production LLC interest in becoming a tenant for the proposed café at The "Jazz& Florida Avenue."

My organizational team has a combined forty years of entertainment, and event management experience. We have experience in cultural programming, diversity programming, and event marketing. Furthermore, our organization has extensive experience in developing branded content, and marketing.

Our goals for the space above mentioned is to develop it as a multi-night establishment with a result defined as being a "community project." We intend on using an integrated model of 1) community artistic need, 2) balanced project management, 3) technology, and 4) a strong marketing plan. We wish to offer several options such as cross-cultural, and cross-community events. As well it is our hope to have comedy, as the anchor program in it's initial start up stages. We believe that we can leverage our entertainment networks to deliver high quality, affordable, "community relevant" programming to the Washington Metropolitan Area.

Our organizational and concept development team are:

Bryant "Preacher" Mr. Moss- Moss is the current CEO of the internationally acclaimed, "Allah Made Me Funny" Comedy Tour. He has produced numerous multi-media projects, and also produced the upcoming feature film, "Allah Made Me Funny-Live in Concert." He has over twenty-three years in various aspects of entertainment, brand development, and project management.

Azhar Usman- Mr. Usman is an equity partner in "Allah Made Me Funny" The Official Muslim Comedy Tour, and a practicing lawyer. He serves as the contract and negotiations lead for new product, and project development. As well, he is the Creative Director for Handshake Productions.

John Xeras- Mr. Xeras has over twenty years in the restaurant and entertainment

FOIA CONFIDENTIAL TREATMENT REQUESTED

business. He has owned and managed two Washington area nightclubs. He is still a managing partner in the IMPROV comedy club, and the Riot Act Comedy club. He also has over twenty years of brand content development, and event management. He is also the CEO of Riot Act Entertainment.

In closing we look forward to hear from regarding this opportunity.

B. "Preacher" Moss, Handshake Productions
240.432.7133

Letter of Interests from Financing Partners