

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT, AT ANCHORAGE

ALASKA BUILDING, INC., an Alaska  
corporation,

Plaintiff

vs.

716 WEST FOURTH AVENUE LLC, and  
LEGISLATIVE AFFAIRS AGENCY

Defendants.

COPY  
Original Received

NOV 18 2015

Case No. 3AN-15-05969CI

**REPLY Re:**

**ALASKA BUILDING, INC.'S MOTION TO COMPEL RESPONSES  
TO PLAINTIFF'S FIRST REQUESTS FOR PRODUCTION TO 716  
WEST FOURTH AVENUE LLC**

Alaska Building, Inc., hereby replies to 716's Opposition to Plaintiff's Motion to Compel Responses to Plaintiff's First Request for Production to 716 West Fourth Avenue, LLC (Opposition).

**A. Claims of Attorney-Client Privilege**

716 West Fourth Avenue LLC (716 LLC) claims the attorney-client privilege for a large number of documents, but does not describe any withheld documents sufficiently to be able to assess the applicability of the privilege as required by Civil Rule 26(b)(5).

**(1) The E-mail Privilege Log**

Attached as Exhibit 1, is the privilege log provided by 716 LLC in connection with its Supplemental Responses to Alaska Building, Inc.'s First Request for Production

(Supplemental Response).<sup>1</sup> The claim of attorney-client privilege fails on its face for a number of these documents.

E-mails between Bob Acree and Mark Pfeffer do not qualify for the attorney-client privilege. These are listed as Nos. 1, 2, 6, 8, 19, 46, 50 & 51 of the e-mail privilege log, Exhibit 1.

No. 4, the e-mail from John Bitney to Rebecca Windt and No. 26 from Mr. Bitney to Mr. Pfeffer do not appear to qualify for the attorney-client privilege. Mr. Bitney does not appear in the Alaska Bar Association's attorney directory.

No. 5, an e-mail to Jill Follett from Rebecca Windt does not qualify. Eric Follett, who was assisting Alaska Building, Inc., used the Jill Follett e-mail address.

Thus, the following numbered claims of privilege from the Privilege Log, Exhibit 1, do not qualify on their face: 1, 2, 4, 5, 6, 8, 19, 46, 50 & 51.

To be able to assess the applicability of the other claims of attorney/client privilege as required under Civil Rule 26(b)(5), any other person(s) who received the e-mail whether in the specific e-mail, or subsequently, and the general subject matter should be provided.<sup>2</sup>

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<sup>1</sup> Exhibit 2.

<sup>2</sup> Alaska Building, Inc., presumes that the claim of attorney-client privilege for e-mails between Mr. Pfeffer and 716 LLC's attorney, Don McClintock before Mr. Pfeffer became a member and manager of 716 LLC on September 19, 2013, Exhibits 3 & 4, and therefore not represented by Mr. McClintock, and e-mails between Mr. McClintock and John Steiner, attorney for Pfeffer Development LLC, is based on Evidence Rule 503(b)(3) pertaining to common interest representation.

## **(2) Redacted E-mails**

In addition to withholding the e-mails listed in the e-mail privilege log, 716 LLC redacted 12 other e-mails without any explanation. Exhibit 5. This was one of the subjects of an e-mail from counsel for Alaska Building, Inc., to counsel for 716 LLC. Exhibit 6, pages 2-3. 716 LLC has not responded to this as of the filing hereof. To the extent any of these have been redacted on the basis of any claim of privilege, 716 LLC should be required to describe the redactions sufficiently to allow Alaska Building, Inc., and the Court to assess the applicability of the privilege as required by Civil Rule 26(b)(5). This description should include the sender and all recipients, whether in the specific e-mail, or subsequently, as well as the general subject matter and the date. If these were not redacted on privilege grounds, 716 LLC should be required to justify each redaction.

## **(3) Other Claims of Attorney-Client Privilege**

716 LLC made a blanket attorney-client objection, and objected to several requests for production on the grounds of attorney client privilege without providing any information whatsoever that would allow Alaska Building, Inc., and the Court to assess the applicability of the privilege as required by Civil Rule 26(b)(5) with respect to specific documents.<sup>3</sup> The specific objections and refusal to produce are as follows:

- Request For Production No. 1, relating to the financing of the new Anchorage Legislative Information Office Building.

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<sup>3</sup> Exhibit A to Alaska Building's Motion to Compel is its first production request, and Exhibit B thereto, 716 LLC's responses.



- Request for Production No. 4, relating to leasing of the space to the Legislative Affairs Agency for the Anchorage Legislative Information Office upon the expiration of the then current lease.
- Request for Production No. 8, relating to payments for costs under the LIO Lease.

716 LLC subsequently produced e-mails relating to Request for Production No. 4, for which the claims for attorney-client privilege have been addressed in the previous sections. 716 LLC has not provided any description for any other withheld documents to allow Alaska Building, Inc., and this Court to assess the applicability of the privilege as required by Civil Rule 26(b)(5).

Therefore, Alaska Building, Inc., requests 716 LLC be required to describe each document or other item withheld on the grounds of any privilege not otherwise specifically addressed herein as follows:

- The date of the document or other item;
- The author or addressor of the document or other item;
- The recipient or addressee of the document or other item;
- The number of pages of the document;
- The general subject matter of the document or other item;
- Each person who sent, received and obtained copies of the document or other item;
- A general description of the document or other item (i.e., letter, report, memoranda, audio or video recording); and
- The basis of the privilege asserted with respect to the alleged grounds for non-production of the document or other item.



**B. Documents Withheld On the Grounds They Are  
Confidential and Proprietary**

716 LLC objected to and did not produce documents on the grounds they are confidential and proprietary in response to the following requests for production:<sup>4</sup>

- Request For Production No. 1, relating to the financing of the new Anchorage Legislative Information Office Building.
- Request for Production No. 2, relating to the financial records of 716 LLC. These were requested in electronic format.
- Request for Production No.3, relating payments to the owners of 716 LLC and Pfeffer Development Co.
- Request for Production No. 5, relating to the operating agreement and amendments for 716 LLC and any other agreements pertaining to the operation and/or management of 716 LLC.<sup>5</sup>
- Request for Production No. 7, relating to valuation and leasing space for the Anchorage Legislative Information Office.<sup>6</sup>

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<sup>4</sup> Exhibit B to Motion to Compel.

<sup>5</sup> 716 LLC did offer to provide the Operating Agreement to the Court for an *in camera* inspection, which was considered insufficient by Alaska Building, Inc., because it did not include other documents withheld on the grounds of confidentiality. *See*, Exhibit 2 to Rule 37(d) Certificate, filed October 6, 2015, p. 1. ("[Jim Gottstein] If you were willing to provide an *in camera* inspection of all of the financial information requested, that would be a different matter.")

<sup>6</sup> 716 LLC chose to produce two circular appraisals, but apparently withheld other valuations.

- Request for Production No. 8, relating to payments of costs under the LIO Lease.

As set forth in the Motion to Compel, claims that documents are confidential and proprietary are no grounds to withhold them. Instead a protective order should be sought, first through negotiation and, if unsuccessful, through motion. There is an extant motion for a protective order, which will presumably resolve in what manner the documents should be protected, if any, and the documents should be produced in accordance with such determination.<sup>7</sup>

### **C. Claims of Irrelevancy**

716 LLC also objected to and failed to produce documents in response to the following requests for production on the grounds that they are irrelevant to this action and not reasonably calculated to lead to the discovery of admissible evidence.

- Request for Production No. 2, relating to the financial records of 716 LLC.
- Request for Production No.3, relating to payments to the owners of 716 LLC and Pfeffer Development LLC.
- Request for Production No. 5, relating to the operating agreement and amendments for 716 LLC and any other agreements pertaining to the operation and/or management of 716 LLC.

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<sup>7</sup> Accompanying Alaska Building, Inc.'s opposition to 716 LLC's Motion for Protective Order is a proposed Discovery Order that it believes expedites the flow of discovery material, facilitates prompt resolution of confidentiality, adequately protects confidential material, and ensures that protection is afforded only to material so entitled.

In addition to the relevancy of these documents to the pending Motion for Preliminary Injunction to prevent 716 LLC from distributing funds to its owners that will make it unable to pay back money it has received in excess of that allowed by AS 36.30.083(a), these documents are relevant to piercing the limited liability shield . 716 LLC has suggested that because Alaska Building, Inc., has not yet attempted to pierce this liability shield it is barred from doing so. This is not true. *Pister v. State, Dept. of Revenue*, 354 P.3d 357, 362-363 (Alaska 2015).

#### **D. Documents Referred to in E-mails**

After 716 LLC produced e-mails with its Supplemental Response, Exhibit 2, Alaska Building, Inc., identified a number of missing attachments and documents referred to in the e-mails and wrote counsel for 716 LLC about them. Exhibit 6, pages 1-2. In 716 West Fourth Avenue, LLC's (Second) Supplemental Responses to Alaska Building, Inc.'s First Requests for Production (Second Supplement), Exhibit 7, 716 LLC produced attachments,<sup>8</sup> but where specific documents were identified as having been referred to, or where it was clear the attachments were missing, 716 LLC merely responded that there were no attachments. Counsel for Alaska Building, Inc., wrote counsel for 716 LLC about this, Exhibit 8, and has not received a response as of the filing hereof. These documents should be produced.

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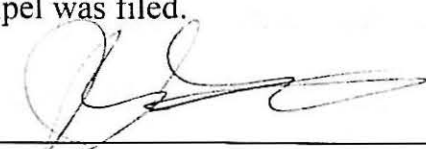
<sup>8</sup> Some attachments may be missing, but Alaska Building, Inc., has not yet had a chance to review the production to make that determination.



### **E. Conclusion**

For the foregoing reasons, Alaska Building, Inc.'s Motion to Compel Responses to Plaintiff's First Requests for Production to 716 West Fourth Avenue LLC should be granted. For the Court's convenience, a new proposed Order has been lodged herewith, reflecting events since the Motion to Compel was filed.

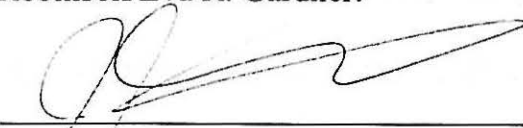
Dated November 18, 2015.

  
\_\_\_\_\_  
James B. Gottstein, ABA # 7811100  
Attorney for Plaintiff

### **CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on this date he mailed a copy hereof and proposed order to Kevin M. Cuddy and Jeffrey W. Robinson/Eva R. Gardner.

Dated November 18, 2015.

  
\_\_\_\_\_  
Jim Gottstein

*Alaska Building, Inc. vs. 716 West Fourth Avenue, LLC and Legislative Affairs Agency*

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**- Attorney Client Communication  
Privilege Log –**

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No.	Date	To	From	Description	Privilege	Bates#
1.	07.26.13	Bob Acree	Mark Pfeffer	Email	Attorney Client Privilege	716-001256
2.	07.10.13	Bob Acree	Mark Pfeffer	Email	Attorney Client Privilege	716-001257
3.	12.06.13	Mark Pfeffer	Rebecca Windt	Email	Attorney Client Privilege	716-001258
4.	05.09.11	John Bitney	Mark Pfeffer	Email	Attorney Client Privilege	716-001259-61
5.	11.20.13	Jill Follett	Rebecca Windt	Email	Attorney Client Privilege	716-001306-08
6.	09.09.13	Mark Pfeffer	Bob Acree	Email	Attorney Client Privilege	716-001309-13
7.	12.06.13	Don McClintock	Mark Pfeffer	Email	Attorney Client Privilege	716-001316
8.	07.10.13	Bob Acree	Mark Pfeffer	Email	Attorney Client Privilege	716-001317
9.	11.15.11	Mark Pfeffer	Don McClintock	Email	Attorney Client Privilege	716-001318
10.	08.29.13	Mark Pfeffer	Don McClintock	Email	Attorney Client Privilege	716-001319
11.	08.30.13	Mark Pfeffer	Don McClintock	Email	Attorney Client Privilege	716-001320
12.	07.31.13	Mark Pfeffer	Don McClintock	Email	Attorney Client Privilege	716-001321

*Alaska Building, Inc. vs. 716 West Fourth Avenue, LLC and Legislative Affairs Agency*

*3AN-15-05956CI*

**- Attorney Client Communication**

**Privilege Log –**

Page 2 of 5

<b>No.</b>	<b>Date</b>	<b>To</b>	<b>From</b>	<b>Description</b>	<b>Privilege</b>	<b>Bates#</b>
13.	07.11.13	John Steiner	Don McClintock	Email	Attorney Client Privilege	716-001322
14.	07.12.13	John Steiner	Don McClintock	Email	Attorney Client Privilege	716-001323
15.	06.20.13	Mark Pfeffer	Don McClintock	Email	Attorney Client Privilege	716-001324
16.	07.10.13	Bob Acree	Don McClintock	Email	Attorney Client Privilege	716-001325
17.	07.05.13	Mark Pfeffer	Don McClintock	Email	Attorney Client Privilege	716-001326
18.	09.17.13	Mark Pfeffer	Don McClintock	Email	Attorney Client Privilege	716-001327
19.	09.13.13	Bob Acree	Mark Pfeffer	Email	Attorney Client Privilege	716-001328
20.	11.27.13	Thomas Wang	Shea Simasko	Email	Attorney Client Privilege	716-001329-32
21.	11.25.13	Donald McClintock	Thomas Wang	Email	Attorney Client Privilege	716-001333-36
22.	11.18.13	Don McClintock	Bob Acree	Email	Attorney Client Privilege	716-001337-39
23.	11.18.13	Don McClintock	Mark Pfeffer	Email	Attorney Client Privilege	716-001340-41
24.	11.27.13	Shea Simasko	Thomas Wang	Email	Attorney Client Privilege	716-001342-46



*Alaska Building, Inc. vs. 716 West Fourth Avenue, LLC and Legislative Affairs Agency*

*3AN-15-05956CI*

**- Attorney Client Communication  
Privilege Log –**

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<b>No.</b>	<b>Date</b>	<b>To</b>	<b>From</b>	<b>Description</b>	<b>Privilege</b>	<b>Bates#</b>
25.	10.16.13	Mark Pfeffer	Rebecca Windt	Email	Attorney Client Privilege	716-001351-57
26.	05.09.11	John Bitney	Mark Pfeffer	Email	Attorney Client Privilege	716-001358-62
27.	08.27.13	Don McClintock	Mark Pfeffer	Email	Attorney Client Privilege	716-001365-66
28.	09.18.13	Don McClintock	Mark Pfeffer	Email	Attorney Client Privilege	716-001367-69
29.	09.18.13	Don McClintock	Mark Pfeffer	Email	Attorney Client Privilege	716-001370-71
30.	07.26.13	Mark Pfeffer	Don McClintock	Email	Attorney Client Privilege	716-001375-76
31.	07.26.13	Mark Pfeffer	Don McClintock	Email	Attorney Client Privilege	716-001377
32.	07.12.13	Bob Acree	Don McClintock	Email	Attorney Client Privilege	716-001378-79
33.	07.11.13	Bob Acree	Don McClintock	Email	Attorney Client Privilege	716-001380-81
34.	07.11.13	John Steiner	Don McClintock	Email	Attorney Client Privilege	716-001382-83
35.	07.12.13	John Steiner	Don McClintock	Email	Attorney Client Privilege	716-001384-85
36.	07.09.13	John Steiner	Mark Pfeffer	Email	Attorney Client Privilege	716-001386-87

*Alaska Building, Inc. vs. 716 West Fourth Avenue, LLC and Legislative Affairs Agency*

*3AN-15-05956CI*

**- Attorney Client Communication**

**Privilege Log –**

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<b>No.</b>	<b>Date</b>	<b>To</b>	<b>From</b>	<b>Description</b>	<b>Privilege</b>	<b>Bates#</b>
37.	07.10.13	John Steiner	Mark Pfeffer	Email	Attorney Client Privilege	716-001388-90
38.	07.10.13	John Steiner	Don McClintock	Email	Attorney Client Privilege	716-001391-93
39.	09.04.13	Mark Pfeffer	Don McClintock	Email	Attorney Client Privilege	716-001394-96
40.	08.21.13	Mark Pfeffer	Don McClintock	Email	Attorney Client Privilege	716-001397-98
41.	09.06.13	Don McClintock	Mark Pfeffer	Email	Attorney Client Privilege	716-001399-1401
42.	09.05.13	Don McClintock	Mark Pfeffer	Email	Attorney Client Privilege	716-001418-19
43.	08.21.13	Don McClintock	Mark Pfeffer	Email	Attorney Client Privilege	716-001420-21
44.	06.25.13	John Steiner	Don McClintock	Email	Attorney Client Privilege	716-001422-24
45.	06.25.13	John Steiner	Don McClintock	Email	Attorney Client Privilege	716-001425-28
46.	08.30.13	Mark Pfeffer	Bob Acree	Email	Attorney Client Privilege	716-001695-97
47.	08.30.13	Don McClintock	Bob Acree	Email	Attorney Client Privilege	716-001698-1700
48.	08.30.13	Mark Pfeffer	Don McClintock	Email	Attorney Client Privilege	716-001701-03

*Alaska Building, Inc. vs. 716 West Fourth Avenue, LLC and Legislative Affairs Agency*

*3AN-15-05956CI*

**- Attorney Client Communication  
Privilege Log –**

Page 5 of 5

<b>No.</b>	<b>Date</b>	<b>To</b>	<b>From</b>	<b>Description</b>	<b>Privilege</b>	<b>Bates#</b>
49.	08.30.13	Mark Pfeffer	Don McClintock	Email	Attorney Client Privilege	716-001704-06
50.	08.30.13	Mark Pfeffer	Bob Acree	Email	Attorney Client Privilege	716-001707-08
51.	09.03.13	Mark Pfeffer	Bob Acree	Email	Attorney Client Privilege	716-001709-10
52.	09.03.13	Don McClintock	Mark Pfeffer	Email	Attorney Client Privilege	716-001711-12
53.	09.03.13	Don McClintock	Bob Acree	Email	Attorney Client Privilege	716-001713
54.	09.03.13	Don McClintock	Mark Pfeffer	Email	Attorney Client Privilege	716-001714-16
55.	12.04.13	Mark Pfeffer	Don McClintock	Email	Attorney Client Privilege	716-001717-18
56.	09.25.13	Don McClintock	Mark Pfeffer	Email	Attorney Client Privilege	716-001719-22
57.	08.30.13	Bob Acree	Don McClintock	Email	Attorney Client Privilege	716-001723-25



RECEIVED  
OCT 14 2015  
BY:

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT ANCHORAGE

ALASKA BUILDING, INC., an Alaska )  
corporation, )

Plaintiffs, )

vs. )

Case No.: 3AN-15-05969 Civil

716 WEST FOURTH AVENUE LLC, )  
KOONCE PFEFFER BETTIS, INC., d/b/a )  
KPB ARCHITECTS, PFEFFER )  
DEVELOPMENT, LLC, LEGISLATIVE )  
AFFAIRS AGENCY, and CRITERION )  
GENERAL, INC., )

Defendants.

**716 WEST FOURTH AVENUE, LLC'S SUPPLEMENTAL  
RESPONSES TO ALASKA BUILDING, INC.'S FIRST REQUEST FOR  
PRODUCTION**

COMES NOW, Defendant, 716 West Fourth Avenue ("716 WEST" or "Defendant"), by and through counsel, Ashburn & Mason, P.C. and supplements their response to Plaintiff's First Request for Production dated September 3, 2015 with the attached emails.

ASHBURN & MASON, P.C.  
Attorneys for 716 West Fourth Avenue, LLC

DATED: 10-14-2015

By: Jeffrey W. Robinson  
Alaska Bar No. 0805038

ASHBURN & MASON P.C.  
LAWYERS  
1227 WEST 9TH AVENUE, SUITE 200  
ANCHORAGE, ALASKA 99501  
TEL 907.276.4331 • FAX 907.277.8235

**CERTIFICATE OF SERVICE**

I certify that a copy of the foregoing was served by ☒ messenger on the 14  
day of October 2015, on:

James B. Gottstein  
Law Offices of James B. Gottstein  
406 G Street, Suite 206  
Anchorage, Alaska 99501

Kevin Cuddy  
Stoel Rives, LLP  
510 L Street, Suite 500  
Anchorage, Alaska 99501  
ASHBURN & MASON

By: 

Heidi Wyckoff

ASHBURN & MASON<sup>PC</sup>  
LAWYERS  
1227 WEST 9TH AVENUE, SUITE 200  
ANCHORAGE, ALASKA 99501  
TEL 907.276.4331 • FAX 907.277.8235

716 WEST FOURTH AVENUE, LLC'S SUPPLEMENTAL RESPONSE TO PLAINTIFF'S FIRST REQUEST FOR PRODUCTION  
*Alaska Building, Inc. vs. 716 West Fourth Avenue, LLC, et. al.* 3AN-15-05969Civil

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{10708-101-00298167;1}

## James B. Gottstein

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**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Monday, October 28, 2013 6:17 PM  
**To:** 'James B. Gottstein'  
**Cc:** Rebecca A. Windt  
**Subject:** RE: 716 W 4TH AVE, LLC

Jim,

My client on these matters as noted earlier is 716 W. 4<sup>th</sup> Avenue, LLC.

Don

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

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---

**From:** James B. Gottstein [<mailto:james.b.gottstein@gottsteinlaw.com>]  
**Sent:** Monday, October 28, 2013 6:03 PM  
**To:** Donald W. McClintock  
**Cc:** [james.b.gottstein@gottsteinlaw.com](mailto:james.b.gottstein@gottsteinlaw.com)  
**Subject:** 716 W 4TH AVE, LLC

Hi Don,

I see Robert Acree signed the lease "extension." Are you representing 716 W 4TH AVE, LLC or Mr. Acree with respect to this matter? If not, do you know if anyone else is? Mr. Acree might want to know what is going on if he doesn't know already.

James B. Gottstein  
Law Offices of James B. Gottstein  
406 G Street, Suite 206  
Anchorage, AK 99501  
Tel: (907) 274-7686 Fax: (907) 274-9493  
e-mail: [James.B.Gottstein@GottsteinLaw.Com](mailto:James.B.Gottstein@GottsteinLaw.Com)



3647501

AK Entity #: 75015D  
Date Filed: 09/23/2013  
State of Alaska, DCCED

State of Alaska  
Division of Corporations, Business and Professional Licensing  
**CORPORATIONS SECTION**  
PO Box 110806  
Juneau, AK 99811-0806  
Phone: (907) 465-2550  
Fax: (907) 465-2974  
Website: www.commerce.alaska.gov/occ

Office Use Only CORP

**RECEIVED**  
Juneau

SEP 23 2013

Division of Corporations, Business  
and Professional Licensing

**ARTICLES OF AMENDMENT**  
Domestic Limited Liability Company  
AS 10.50.100

☒ **\$25.00 Filing Fee (non-refundable)**

Pursuant to Alaska Statutes 10.50.100, the undersigned corporation adopts the following amended Articles of Organization.

**ITEM 1:** Name of the E

716 West Fourth Avenue, LLC

\*Alaska En #:

75015D

**ITEM 2**

Date the original Articles of Organization were  
filed:

12/18/2001

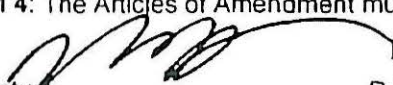
**ITEM 3:** List each article number being amended, and the amended article in full. Any article being changed is considered an amendment; this includes deletions, edits, corrections, or renumbering of the articles. Verify with previous Articles of Organization and amendments already filed.

Article IV Management shall be amended and restated as follows:

Article IV Management. The limited liability company shall be managed by its  
Manager.


Attach a separate sheet if needed.

**ITEM 4:** The Articles of Amendment must be signed by a member, manager or -in-Fact.

Signature  Printed name Robert B. Acree Title Member Date 9/19/13

Mail the Articles of Amendment and the non-refundable \$25.00 filing fee in U.S. dollars to  
State of Alaska, Corporations Section, PO Box 110806, Juneau, AK 99811-0806

**STANDARD PROCESSING TIME** for complete and correct applications submitted to this office is  
approximately 10-15 business days. All applications are reviewed in the date order they are received



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**From:** Rep. Mike Hawker [mailto:Rep.Mike.Hawker@akleg.gov]  
**Sent:** Tuesday, August 20, 2013 8:03 AM  
**To:** Pamela Varni; Juli Lucky  
**Cc:** mbuller@ahfc.us  
**Subject:** FW: LTO Lease Extension

Pam and Juli,

Here is the 'final' businessman's work product - prepared by AHFC, our Transaction Advisor, with participatory input from all parties. AHFC is prepared to stand behind this approach as reasonable, proper, and legally justified. A best and most professional approach, as it might be.

Nola will be available to present and explain the substance and form with Mr. Gardener, as will the AG who worked with it on behalf of AHFC.

Mr. Pfeffer is also now providing a copy of this document to his counsel, and I expect we will have a certain amount of lawerly crap to contend with as this is finally papered, but I have great faith that the AHFC people are competent and have performed their work with appropriate care, due diligence, and professional expertise in government lease contracting.

AHFC will be in my office on Thursday afternoon to meet with us (Pam, Juli, and me) to respond to any substantive business concerns with the proposed lease, before we discuss its major financial policy negotiation points with the Legislative Council in executive session on Friday.

Best,

Mike

**From:** Mike Buller [mbuller@ahfc.us]  
**Sent:** Monday, August 19, 2013 1:58 PM  
**To:** Rep. Mike Hawker; LAA Legal  
**Cc:** Nola Cedergreen  
**Subject:** LIO Lease Extension

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



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



**From:** Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
**Date:** August 23, 2013, 2:15:16 PM AKDT  
**To:** Mike Buller <mbuller@ahfc.us>, Doc Crouse <dcrouse@ahfc.us>  
**Cc:** Bob O'Neill <BOneill@PfefferDevelopment.com>, "Donald W. McClintock" <dwm@anchorlaw.com>  
**Subject:** Exhibit A & B of the lease and schedule to close

Mike and Doc

We will have Exhibits A & B of the lease done by close of business Tuesday the 27<sup>th</sup>

As mentioned previously our deadline to close on the Anchor Pub is technically tomorrow August 24<sup>th</sup> but since it falls on a weekend it pushes to Monday the 26<sup>th</sup>. We have a one-time right to extend the closing for 30 days and we have exercised it. The final closing date is now September 23<sup>rd</sup>. We met with the seller two days ago and he says (and we more or less believe him) that he has a backup buyer. So I think we need to treat 9-23 as a hard deadline.

We'll need time in front of that to complete financing and acquisition closing issues.

So if possible I am suggesting the following schedule. Note that I have not vetted this proposed schedule with anyone on my side and I know you'll have steps that I have not included so this is all for discussion purposes and subject to change

Tue 8-27      Exhibit A & B Submitted to AHFC

Thu 8-29      Deal term discussion

Modified NNN	Define Lessor/Lessee responsibilities
T1 Allowance / Costs	Define amortization/one-time payment balance
Reimbursement clause	In or Out?
Final Base Rent TBD	Based on the above cost split
	Starting Rate?
	Escalation rate ____%?
	Validated by appraisal
	Effective dates
	Interim space rates and relocation dates
Add Parking Deck	Yes or No
Option to Purchase?	I have some ideas about how we approach this which I will send under separate cover.

Tue 9-3/4	Appraiser Meetings	
Thu 9-5	Finalize deal terms	Subject to appraisal meetings
Thu 9-12 possible)	Final number from Appraiser	Final Report to follow (don't know if this is
Thu 9-19	Final report from Appraiser	(don't know if this is possible)
Fri 9-20	***Execute Amendment***	
Mon 9-23	Close on Anchor Pub acquisition	

For reference purposes I have attached today's presentation. Keep in mind these images are still part of a confidential negotiations and so are not public yet. I believe Rep. Hawker and aide Juli lucky have a plan for roll-out after the lease is signed.

Thanks for all of the hard work to date on this and for entrusting Pfeffer Development with this project.

We are looking forward to working with you both again.

*Mark Pfeffer*

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

**Cell Phone**  
 907 317 5030

**From:** Mark Pfeffer <[MPfeffer@PfefferDevelopment.com](mailto:MPfeffer@PfefferDevelopment.com)>  
**Date:** August 23, 2013, 2:15:16 PM AKDT  
**To:** Mike Buller <[mbuller@ahfc.us](mailto:mbuller@ahfc.us)>, Doc Crouse <[dcrouse@ahfc.us](mailto:dcrouse@ahfc.us)>  
**Cc:** Bob O'Neill <[BOneill@PfefferDevelopment.com](mailto:BOneill@PfefferDevelopment.com)>, "Donald W. McClintock" <[dwm@anchorlaw.com](mailto:dwm@anchorlaw.com)>  
**Subject:** Exhibit A & B of the lease and schedule to close

Mike and Doc

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As mentioned previously our deadline to close on the Anchor Pub is technically tomorrow August 24<sup>th</sup> but since it falls on a weekend it pushes to Monday the 26<sup>th</sup>. We have a one-time right to extend the closing for 30 days and we have exercised it. The final closing date is now September 23<sup>rd</sup>. We met with the seller two days ago and he says (and we more or less believe him) that he has a backup buyer. So I think we need to treat 9-23 as a hard deadline.

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For reference purposes I have attached today's presentation. Keep in mind these images are still part of a confidential negotiations and so are not public yet. I believe Rep. Hawker and aide Juli lucky have a plan for roll-out after the lease is signed.

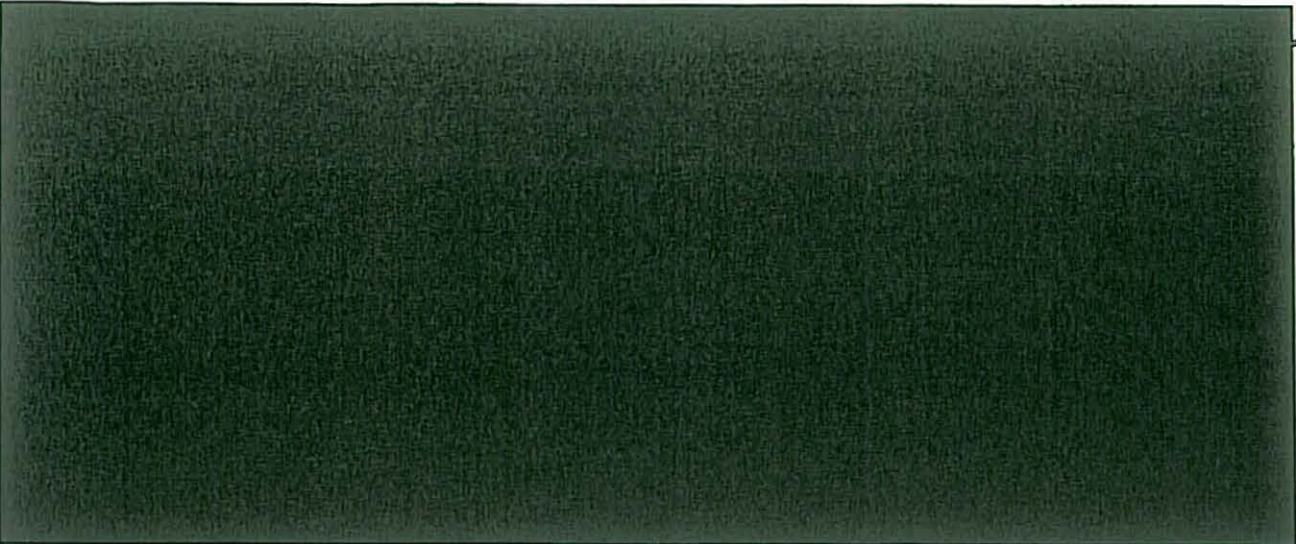
Thanks for all of the hard work to date on this and for entrusting Pfeffer Development with this project.

We are looking forward to working with you both again.

*Mark Pfeffer*

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

**Cell Phone**  
 907 317 6030



**From:** Elise L. Sonray  
**Sent:** Wednesday, August 28, 2013 12:02 PM  
**To:** Doc Crouse  
**Cc:** Mark Pfeffer  
**Subject:** revised Exhibit A- LIO Approval Plans

Doc,  
Please use this revised version with corrected cover pages. Please excuse the inconvenience.

Thanks and have a great day,

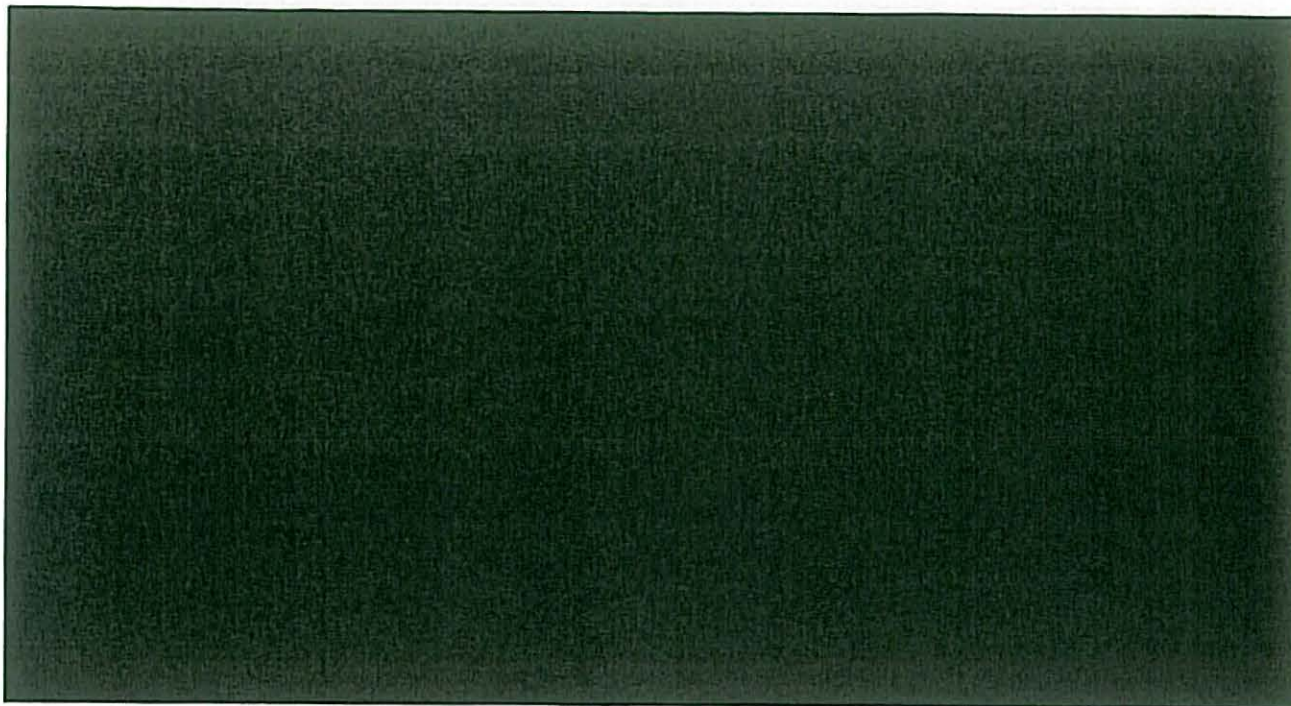
**Elise Sonray**  
**Office Assistant**

---

**PFEFFER DEVELOPMENT, LLC**  
*Commercial Real Estate Developers*  
425 G Street, Suite 210 | Anchorage, Alaska 99501  
p 907.646.4644 | f 907.646.4655

Why is this page blank?





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

The following messages are from Doug Gardner.

Don,

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

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

Doug

Nola,

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

Doug

Sent by Peggy LaMonica for

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

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---

From:  
Sent:  
To:  
Cc:  
Subject:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

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

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---

**From:** MaryEllen Duffy [<mailto:MaryEllen.Duffy@akleg.gov>]  
**Sent:** Friday, August 30, 2013 3:40 PM  
**To:** Donald W. McClintock; '[ncedergr@ahfc.us](mailto:ncedergr@ahfc.us)'  
**Cc:** Pamela Varni  
**Subject:** Revised LAA Lease

The following messages are from Doug Gardner.

Don,

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

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Doug

Nola,

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



Doug

Sent by Peggy LaMonica for  
MaryEllen Duffy  
Special Assistant  
LAA Legal Services  
907-465-6651 direct  
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MaryEllen.Duffy@akleg.gov

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

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

Nola,

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

Mark will have to update you on the Exhibits.

Don

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

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

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

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

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

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

---

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

Nola,

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

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

What are your thoughts about his section 36?

Thanks for your efforts.

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
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transmission in error, please notify us immediately by return e-mail and delete this message and destroy any printed copies. This communication is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521. Your cooperation is appreciated.

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

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

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

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

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

Please give this a test drive ...

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

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

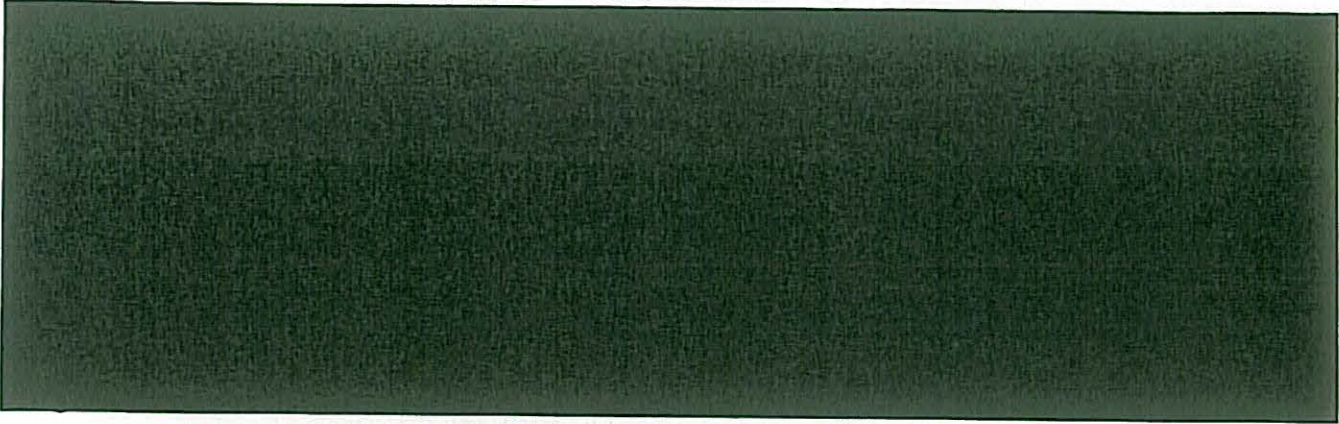
The definition section has been expanded and requires some review to be certain the parties agree. The delay in performance section has hopefully been clarified in a manner that will avoid confusion between the renovation to be accomplished prior to the Lessee's acceptance and occupancy of the Premises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

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

Thanks for all of your help and feedback.

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**From:** "Rep. Mike Hawker" <[Rep.Mike.Hawker@akleg.gov](mailto:Rep.Mike.Hawker@akleg.gov)>  
**Date:** September 12, 2013, 4:11:43 PM AKDT  
**To:** Pamela Varni <[Pamela.Varni@akleg.gov](mailto:Pamela.Varni@akleg.gov)>, LAA Legal <[LAA.Legal@akleg.gov](mailto:LAA.Legal@akleg.gov)>, Juli Lucky <[Juli.Lucky@akleg.gov](mailto:Juli.Lucky@akleg.gov)>  
**Cc:** "[mbuller@ahfc.us](mailto:mbuller@ahfc.us)" <[mbuller@ahfc.us](mailto:mbuller@ahfc.us)>, "[ncedergr@ahfc.us](mailto:ncedergr@ahfc.us)" <[ncedergr@ahfc.us](mailto:ncedergr@ahfc.us)>  
**Subject:** ExhibitC finalmch.rd.doc - the real final

I propose that the attached document be the final Exhibit C finding (once changes are accepted). It incorporates everyone's comments – substantive and syntactic. Let me know what you think.

Mike





**From:** Nola Cedergreen <[ncedergr@ahfc.us](mailto:ncedergr@ahfc.us)>  
**Date:** September 12, 2013, 4:33:10 PM AKDT  
**To:** "[laa.legal@akleg.gov](mailto:laa.legal@akleg.gov)" <[laa.legal@akleg.gov](mailto:laa.legal@akleg.gov)>, "[Rep.Mike.Hawker@akleg.gov](mailto:Rep.Mike.Hawker@akleg.gov)" <[Rep.Mike.Hawker@akleg.gov](mailto:Rep.Mike.Hawker@akleg.gov)>, "[Pamela.Varni@akleg.gov](mailto:Pamela.Varni@akleg.gov)" <[Pamela.Varni@akleg.gov](mailto:Pamela.Varni@akleg.gov)>  
**Cc:** "[dwm@anchorlaw.com](mailto:dwm@anchorlaw.com)" <[dwm@anchorlaw.com](mailto:dwm@anchorlaw.com)>, "[mpfeffer@pfefferdevelopment.com](mailto:mpfeffer@pfefferdevelopment.com)" <[mpfeffer@pfefferdevelopment.com](mailto:mpfeffer@pfefferdevelopment.com)>, Mike Buller <[mbuller@ahfc.us](mailto:mbuller@ahfc.us)>, Doc Crouse <[dcrouse@ahfc.us](mailto:dcrouse@ahfc.us)>, Greg Rochon <[grochon@ahfc.us](mailto:grochon@ahfc.us)>  
**Subject:** Final LIO Lease pending financial info ...

Yep, I put the "final" tag on it. Here you go.

---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 12, 2013 4:07 PM  
**To:** LAA Legal; Rep. Mike Hawker; Pamela Varni  
**Cc:** [dwm@anchorlaw.com](mailto:dwm@anchorlaw.com); [mpfeffer@pfefferdevelopment.com](mailto:mpfeffer@pfefferdevelopment.com); Mike Buller; Doc Crouse; Greg Rochon  
**Subject:** RE: Almost final LIO lease ...

Got it. After these changes I will mark the lease portion as final w/the exception of the financial information and will delete all of my previous versions of the document.

---

**From:** LAA Legal [[LAA.Legal@akleg.gov](mailto:LAA.Legal@akleg.gov)]  
**Sent:** Thursday, September 12, 2013 3:56 PM  
**To:** Nola Cedergreen; Rep. Mike Hawker; Pamela Varni  
**Cc:** [dwm@anchorlaw.com](mailto:dwm@anchorlaw.com); [mpfeffer@pfefferdevelopment.com](mailto:mpfeffer@pfefferdevelopment.com); Mike Buller; Doc Crouse; Greg Rochon  
**Subject:** RE: Almost final LIO lease ...

Nola,



I have the following final comments:

p. 1; The language indented that describes the premises as set out in the current lease does not reference "and exclusive use of all parking within the adjacent parking facility."

What the lease currently provides following State of Alaska, is "and eighty-six (86) reserved off-street parking places."

p. 1; Please insert the following in Whereas #2, following "chairman":  
to negotiate all the terms and conditions necessary to extend Lease 2004-024411-0  
pursuant to AS 36.30.083(a), and,

p. 5, sec. 3, third paragraph; Should read: "Invoices, unless disapproved, shall be . . . "

p. 5, sec. 3; "acquisition" is misspelled.

p. 16, sec. 39; There is a missing quotation mark after the ellipses.

p. 19, sec. 51; replace "This" at the beginning of the section with "The Lease,"  
Correct punctuation and other language accordingly.

Nola - please delete the document identifier 13-065.plm on the last page, as it is no longer relevant.

Thank you,  
Doug Gardner  
LAA Legal Services

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

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

From: Nola Cedergreen [<mailto:ncedergr@ahfc.us>]  
Sent: Thursday, September 12, 2013 2:34 PM  
To: Rep. Mike Hawker; Pamela Varni; LAA Legal  
Cc: [dwm@anchorlaw.com](mailto:dwm@anchorlaw.com); [mpfeffer@pfefferdevelopment.com](mailto:mpfeffer@pfefferdevelopment.com); Mike Buller; Doc Crouse; Greg Rochon

Subject: Almost final LIO lease ...

Here you go ... the body of the lease amendment and extension is nearly final and only lacks a bit of financial information.

We are down to 21 pages in length; the "widows and orphans" and pagination will be cleaned up when the last information is ready to finalize (I've been trying to clean up the formatting and organize the sections with each draft and have decided to stop that no-value-added exercise).

Thanks to everyone who worked together to edit and improve this document.

Nola

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From:  
Sent:  
To:  
Subject:  
Attachments:

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

From: Mike Buller [<mailto:mbuller@ahfc.us>]  
Sent: Wednesday, September 18, 2013 3:22 PM  
To: Pamela Varni; Doug Gardner; Mark Pfeffer; Nola Cedergreen; Juli Lucky  
Subject: Fwd: Revised Interim Letter

Pam here's Tim's official Letter of Conclusion based on his appraisal. I think it contains all of the information you'll need for your rent certification. If it doesn't let me know and we'll provide any additional information you may require.

Sent from my iPad

Begin forwarded message:

From: Timothy Lowe <[tlowe@waronzof.com](mailto:tlowe@waronzof.com)<<mailto:tlowe@waronzof.com>>>  
Date: September 18, 2013, 2:52:36 PM AKDT  
To: Mike Buller <[mbuller@ahfc.us](mailto:mbuller@ahfc.us)<<mailto:mbuller@ahfc.us>>>  
Cc: Doc Crouse <[dcrouse@ahfc.us](mailto:dcrouse@ahfc.us)<<mailto:dcrouse@ahfc.us>>>, "Rep. Mike Hawker" <[Rep.Mike.Hawker@akleg.gov](mailto:Rep.Mike.Hawker@akleg.gov)<<mailto:Rep.Mike.Hawker@akleg.gov>>>  
Subject: Revised Interim Letter

Mike:

Reflecting the edits to clearly state that the statutory test is met. Please review and call with questions or comments.

Tim Lowe

Timothy Lowe  
Waronzof Associates, Inc.  
999 North Sepulveda Boulevard  
Suite 440  
El Segundo, CA 90245



V 310-322-7744

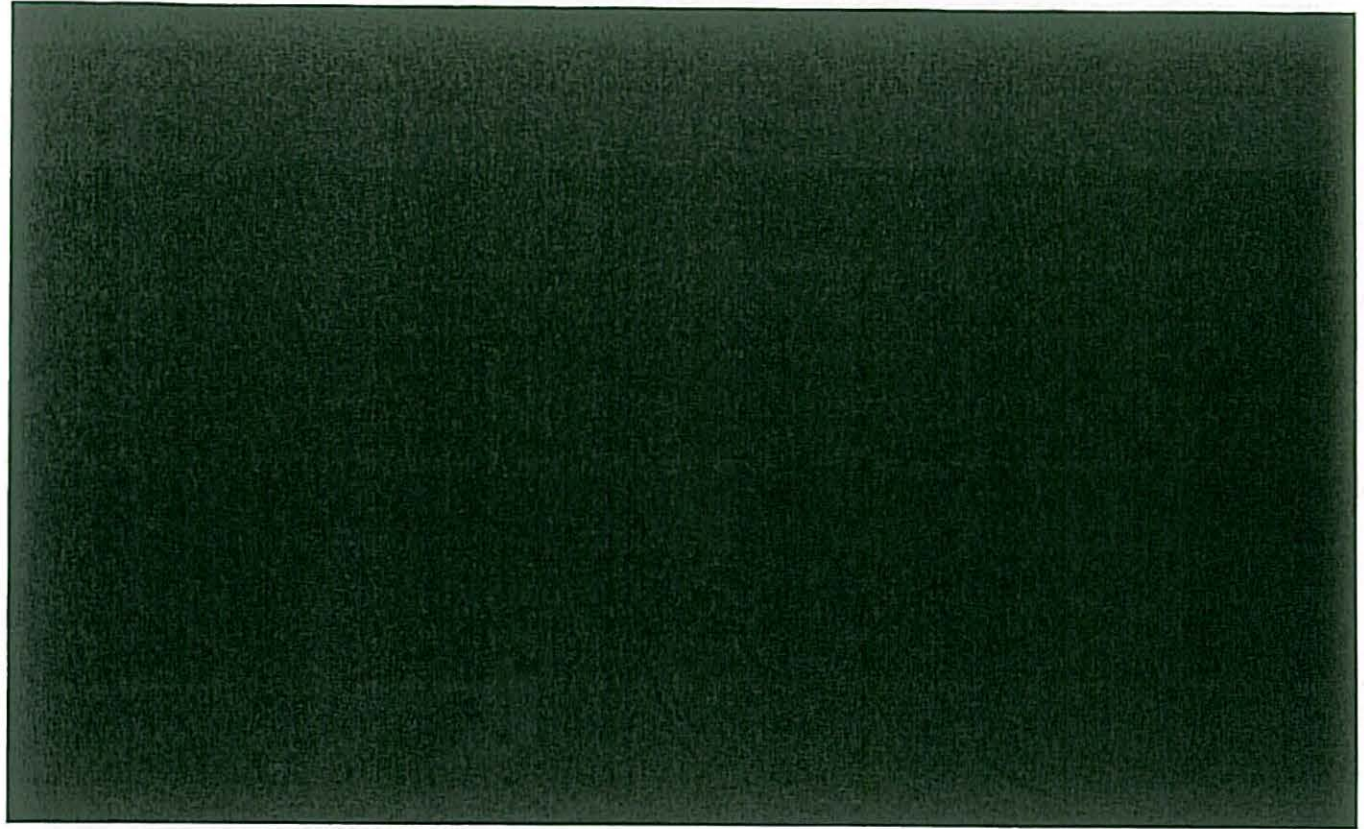
F 310-322-7755

C 310-600-2933

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

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

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**From:** LAA Legal [<mailto:LAA.Legal@akleg.gov>]  
**Sent:** Wednesday, June 19, 2013 4:14 PM  
**To:** Donald W. McClintock  
**Cc:** Heidi A. Wyckoff  
**Subject:** RE: Legislative Procurement Procedures

Doug Gardner asked that I send you the current Legislative Procurement Procedures. Attached is a .pdf of the 2013 Legislative Procurement Procedures.

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

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**From:** Donald W. McClintock [<mailto:dwm@anchorlaw.com>]  
**Sent:** Wednesday, June 19, 2013 9:56 AM  
**To:** LAA Legal  
**Cc:** Heidi A. Wyckoff  
**Subject:** RE: Contact

Doug,

It was a pleasure meeting you and I look forward to working with you.

I am in meetings most of today but free tomorrow morning.

If I am out, please feel free to coordinate teleconference times with my assistant Heidi, also copied above.

Don

**Donald W. McClintock**

**Ashburn & Mason, P.C.**

1227 W. 9th Ave. Ste. 200

Anchorage, AK 99501

(907) 276-4331 (voice)

(907) 277-8235 (fax)

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

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**From:** LAA Legal [<mailto:LAA.Legal@akleg.gov>]  
**Sent:** Wednesday, June 19, 2013 9:48 AM  
**To:** Donald W. McClintock  
**Subject:** Contact

Good Morning Don,

It was a pleasure to meet you yesterday in Mark's office. I hope to speak with you later today about next steps. Please use this e-mail address for any communications you want to send to me.

Thanks,

Doug

*Doug Gardner, Director*

*LAA Legal Services*

*Sent by:*

*MaryEllen Duffy*

*Special Assistant*

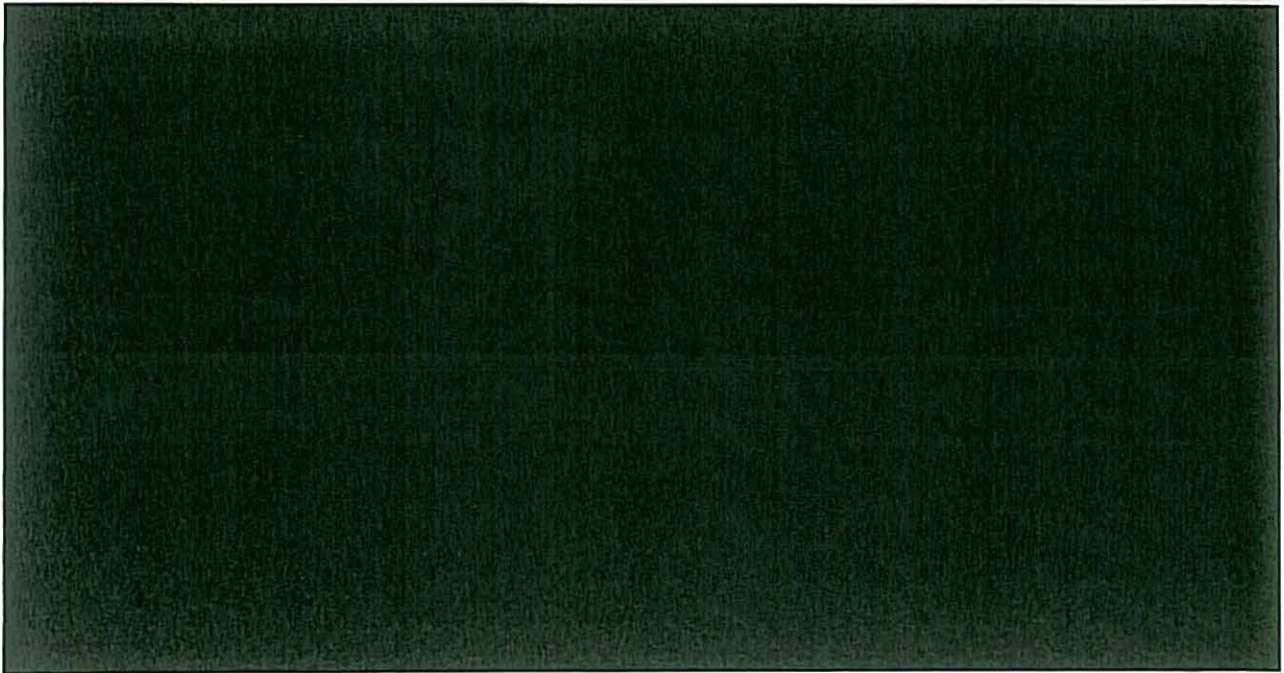
*LAA Legal Services*

*907-465-6651 direct*

*907-465-2029 fax*

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

Warning: This message and any attachments to it are confidential. If you have received this message in error, please notify the sender by electronic mail and delete the message. If you are not the intended recipient of this message, you are hereby notified that disclosing, disseminating, or copying this message or any attachments to it is prohibited. Thank you.







**From:** Jim Gottstein [<mailto:jim.gottstein@psychrights.org>]  
**Sent:** Monday, October 14, 2013 6:59 PM  
**To:** Donald W. McClintock  
**Cc:** Rebecca A. Windt; Heidi A. Wyckoff; [jim.gottstein@psychrights.org](mailto:jim.gottstein@psychrights.org); [dberry@bbfm.com](mailto:dberry@bbfm.com); Forrest Braun  
**Subject:** RE: Access and Indemnity Agreement

Hi Don,

One of the things that bothers me about how the Project is being conducted is Pfeffer and Criterion pretending there is nothing to worry about when they demolish the Anchor, with which the Alaska Building shares a wall. If there is nothing to worry about then there should be no problem with Pfeffer agreeing to the compulsory purchase in the event there is such damage to the Alaska Building that it is not restorable. (I see I left out three zeros in the purchase price).

I have (hopefully) attached a copy the memo I distributed to the Alaska Building tenants today. In it you will note I suggest the tenants whose space includes the party wall should be vacated during the demolition. For example, the clerk at Blu Menswear sits 2-3 feet from the party wall. I just can't see how it is safe for her to be there when the Anchor is torn down. In fact, I wonder about the safety until such time as the wall to the West of the current party wall has been constructed. I think the safety issue for Alaska Building tenants during the entire construction process is one of the things at which the engineers should look. I think the collapse of the building that my office and Blu Menswear occupy is entirely possible. One of my purposes is to focus Pfeffer and Criterion on these possibilities to avoid such a catastrophe.

In the agreement I include lost rents. My computer sits right on a cradenza that abuts against the party wall. It is on 4th Avenue, so is right next to where the elevator and utilities tower is going up. I think it will be too noisy to occupy my office during much of the construction and am making alternate arrangements, including working from home. Since I don't pay rent, the agreement doesn't contemplate compensation for this.

Other than vacating the spaces that include the party wall during the actual demolition for safety reasons, I am certainly not encouraging the tenants to vacate their spaces.

There are all kinds of things that could happen. Just causing a pipe to break inside a wall could cause a cascade of problems that might condemn the building. Maybe I am being an alarmist and BBFM will reassure me. But, fundamentally, to the extent the Project proceeds without negative impacts on the Alaska Building none of those provisions will be triggered.

Jim Gottstein, President  
Alaska Building, Inc.  
Home of the AlaskaCam (r)



406 G Street, Suite 206  
Anchorage, AK 99501  
Tel: (907) 274-7686  
Fax: (907) 274-9493  
[je@touchngo.com](mailto:je@touchngo.com)

---

**From:** Donald W. McClintock [<mailto:dwm@anchorlaw.com>]  
**Sent:** Monday, October 14, 2013 6:16 PM  
**To:** 'Jim Gottstein'  
**Cc:** Rebecca A. Windt; Heidi A. Wyckoff  
**Subject:** RE: Access and Indemnity Agreement

Jim,

I am checking back as to what exactly needs to be done with the wall or any entry into your property. This draft seems to be of two minds—part is a straightforward access agreement with traditional insurance requirements and indemnity for damage done( if any) while on your property; and part seems to be a much broader requirement based upon the assumption that the conduct of the project on 716 W. 4<sup>th</sup> Avenues' property will disrupt and damage your property and seems to impose a much broader standard of care than an adjoining landowner owes to a neighbor; including but not limited to the compulsory sale requirement.

Anyhow, before jumping into the nuances on this, we both need better input from the contractor as to what exactly needs to be done: (1) first on your property; (2) on the party wall. That can help guide us to commercially reasonable language that is commensurate with the impact to be reasonably expected.

Don

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

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---

**From:** Jim Gottstein [<mailto:jim.gottstein@psychrights.org>]  
**Sent:** Monday, October 14, 2013 9:40 AM  
**To:** Donald W. McClintock  
**Cc:** [jim.gottstein@psychrights.org](mailto:jim.gottstein@psychrights.org)  
**Subject:** Access and Indemnity Agreement

Hi Don,

I have (hopefully) attached the Access and Indemnification Agreement I have cobbled together for the Legislative Information Office renovations as it pertains to the Alaska Building.

Jim Gottstein, President  
Alaska Building, Inc.  
Home of the AlaskaCam (r)  
406 G Street, Suite 206  
Anchorage, AK 99501  
Tel: (907) 274-7686  
Fax: (907) 274-9493  
[jg@touchngo.com](mailto:jg@touchngo.com)

<131014Memo2Tenants.pdf>

## James B. Gottstein

---

**From:** Jeffrey W. Robinson <jeffrey@anchorlaw.com>  
**Sent:** Thursday, October 22, 2015 11:37 AM  
**To:** James B. Gottstein  
**Cc:** Eva R. Gardner  
**Subject:** RE: First Supplemental (e-mail) Production

Thanks, Jim. Discovery is ongoing. It took a tremendous amount of work to review and produce the latest batch of discovery. As always, 716 is committed to being as responsive as possible to ABI's discovery requests. I will do my best to respond to your email in the next several weeks, keeping in mind that we have your deposition on deck, and we are also in the process of fully reviewing your latest production efforts. Moreover, we have to respond to the various motions you filed in this action, and attend to matters regarding the separately filed action.

JWR

---

**From:** James B. Gottstein [<mailto:james.b.gottstein@gottsteinlaw.com>]  
**Sent:** Thursday, October 22, 2015 11:28 AM  
**To:** Jeffrey W. Robinson <jeffrey@anchorlaw.com>  
**Cc:** [james.b.gottstein@gottsteinlaw.com](mailto:james.b.gottstein@gottsteinlaw.com); Eva R. Gardner <[eva@anchorlaw.com](mailto:eva@anchorlaw.com)>  
**Subject:** First Supplemental (e-mail) Production

Hi Jeff,

In going through 716 LLC's first supplemental production relating to e-mails, I have found the following deficiencies.

### Missing Documents

Please produce the following, which seem to be missing.

1. Attachment to 7/22/13 Doug Gardner e-mail to John Steiner. 716-1295
2. Attachments to D. McClintock 7/12/13 E-mail to Doug Gardner. 716-1480
3. Attachment to 5/31/13 Hawker to Pfeffer e-mail. 716-1860
4. Attachment to 7/25/13 Pfeffer to Hawker e-mail. 716-1949
5. Attachment referenced in two 8/13/13 e-mails Pfeffer/Lowe. 716-1979
6. Attachment to 8/20/13 Hawker to Varni & Lucky (final businessman's work product). 716-2008.
7. Attachment to 8/19/13 Mike Buller to Hawker e-mail. 716-2009.
8. Attachments to 8/19/13 Pfeffer e-mail to Tim Lowe. 716-2074 & 2075
9. Updated numbers from Lowe. 716-2103
10. Documents sent to Tim Lowe. 716-2167
11. September 11, 2013 version of Exhibit C. 716-2171.
12. Memo to dispute Varni Analysis referenced at 716-2173.



13. Attachment to 9/4/13 Pfeffer e-mail to Cedergreen, Buller & Crouse. 716-2190
14. Attachment to 8/9/13 Pfeffer e-mail to Hawker. 716-2241
15. Attachment to 8/16/13 Pfeffer e-mail to Lowe. 716-2250
16. Attachments to 9/17/13 Pfeffer to Lowe e-mail. 716-2251
17. Attachment to 9/12/13 Pfeffer to Hawker e-mail. 716-2257
18. Attachment to 8/12/13 Pfeffer to Lowe. 716-2259
19. Attachment to 8/11/13 Pfeffer to Lowe. 716-2260
20. Attachment to 6/6/13 Pfeffer to Hawker/Lucky. 716-2261
21. Attachment to 9/10/13 Pfeffer to Lowe. 716-2264
22. Attachments to 6/17/13 Lucky to Buller, Schubert, Pfeffer. 716-2276
23. Attachment to 7/26/13 Pfeffer to Hawker. 716-2284
24. Attachment to 9/11/13 Pfeffer to Hawker. 716-2285
25. Missing attachment to 9/17/13 Pfeffer to Lowe, Buller, Crouse. 716-2292
26. Attachment to 8/27/13 Acree to Pfeffer. 716-2293
27. Attachment to 8/27/13 Pfeffer to Crouse. 716-2294
28. Attachment to 6/5/13 Mark Pfeffer to Hawker. 716-2316
29. Attachments to 8/14/13 Hawker to Pfeffer. 716-2320
30. Attachment to 8/30/13 Pfeffer to Rowley & Simasko. 716-2326
31. Attachment to 3/20/12 Schubert to Pfeffer. 716-2333
32. "model sent yesterday" referred to in 9/12/13 Lowe to Buller. 716-2367

If these have already been produced, please let me know where and I apologize.

Redactions.

The following pages have redactions.

- 1273
- 1281
- 1283
- 1285
- 1298
- 1300
- 1302
- 1303
- 1347-1348
- 1412
- 1947
- 2352

716 LLC needs to justify the redactions, which appear to be e-mail replies or forwards. If the attorney-client privilege is claimed 716 LLC should, at a minimum, provide the following information to comply with Civil Rule 26(b)(2):

- (1) The date;
- (2) The sender;
- (3) The recipient(s), including any copies, including blind copies;
- (4) The subject;
- (5) A general description of the redacted e-mail.

If something other than the attorney-client privilege is claimed to justify the redactions, 716 LLC should state the basis.

#### Blank Pages

Also, why are the following pages blank? 1269, 1270, 1276, 1278, 1279, 1280, 1284, 1876, 1896, 1988, 2046, 2047, 2272, 2273, 2275, 2277, 2287, 2288, 2289, 2291, 2295, 2298, 2309, 2310, & 2319. These don't appear to be blank e-mail pages because they do not have numbers at the bottom center. See, e.g., 716-4027 which shows the page number.

#### Unfinished Sentence

Finally, Is something missing after "Do you want to add to the last paragraph something along" at 716-2171?

James B. Gottstein  
Law Offices of James B. Gottstein  
406 G Street, Suite 206  
Anchorage, AK 99501  
Tel: (907) 274-7686 Fax: (907) 274-9493  
e-mail: James.B. Gottstein@GottsteinLaw.Com

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT ANCHORAGE

ALASKA BUILDING, INC., an Alaska )  
corporation, )

Plaintiff, )

vs. )

716 WEST FOURTH AVENUE LLC and )  
LEGISLATIVE AFFAIRS AGENCY, )  
Defendants. )



Case No.: 3AN-15-05969 CI

**716 WEST FOURTH AVENUE, LLC'S (SECOND) SUPPLEMENTAL  
RESPONSES TO ALASKA BUILDING, INC.'S FIRST REQUEST FOR  
PRODUCTION**

COMES NOW, Defendant 716 West Fourth Avenue, LLC ("716"), by and through counsel, Ashburn & Mason, P.C. and supplements its response to Plaintiff's First Request for Production dated September 3, 2015. Pursuant to an email dated October 22, 2015, Plaintiff requested the following be produced as Plaintiff believed the requested items were missing:

1. Attachment to 7/22/13 Doug Gardner e-mail to John Steiner. 716-1295;
2. Attachments to D. McClintock 7/12/13 E-mail to Doug Gardner. 716-1480;
3. Attachment to 5/31/13 Hawker to Pfeffer e-mail. 716-1860;
4. Attachment to 7/25/13 Pfeffer to Hawker e-mail. 716-1949;
5. Attachment referenced in two 8/13/13 e-mails Pfeffer/Lowe. 716-1979;

ASHBURN & MASON P.C.

LAWYERS

1227 WEST 9TH AVENUE, SUITE 200

ANCHORAGE, ALASKA 99501

TEL 907.276.4331 • FAX 907.277.8235



6. Attachment to 8/20/13 Hawker to Varni & Lucky (final businessman's work product) 716-2008;

7. Attachment to 8/19/13 Mike Buller to Hawker e-mail. 716-2009;

8. Attachments to 8/19/13 Pfeffer e-mail to Tim Lowe. 716-2074 & 2075-

**No attachments contained in email;**

9. Updated numbers from Lowe 716-2103 -**No attachments contained in email;**

10. Documents sent to Tim Lowe. 716-2167 **No attachments contained in email;**

11. September 11, 2013 version of Exhibit C. 716-2171 **No attachments contained in email;**

12. Memo to dispute Varni Analysis referenced at 716-2173 **No attachments contained in email;**

13. Attachment to 9/4/13 Pfeffer e-mail to Cedergreen, Buller & Crouse. 716-2190;

14. Attachment to 8/9/13 Pfeffer e-mail to Hawker 716-2241;

15. Attachment to 8/16/13 Pfeffer e-mail to Lowe. 716-2250;

16. Attachments to 9/17/13 Pfeffer to Lowe e-mail. 716-2251;

17. Attachment to 9/12/13 Pfeffer to Hawker e-mail 716-2257;

18. Attachment to 8/12/13 Pfeffer to Lowe 716-2259;

19. Attachment to 8/11/13 Pfeffer to Lowe. 716-2260;

20. Attachment to 6/6/13 Pfeffer to Hawker/Lucky 716-226;
21. Attachment to 9/10/13 Pfeffer to Lowe 716-2264;
22. Attachments to 6/17/13 Lucky to Buller, Schubert, Pfeffer. 716-2276;
23. Attachment to 7/26/13 Pfeffer to Hawker. 716-2284;
24. Attachment to 9/11/13 Pfeffer to Hawker 716-2285;
25. Missing attachment to 9/17/13 Pfeffer to Lowe, Buller, Crouse. 716-2292


**No attachments contained in email;**

26. Attachment to 8/27/13 Acree to Pfeffer 716-2293;
27. Attachment to 8/27/13 Pfeffer to Crouse 716-2294;
28. Attachment to 6/5/13 Mark Pfeffer to Hawker 716-2316;
29. Attachments to 8/14/13 Hawker to Pfeffer 716-2320;
30. Attachment to 8/30/13 Pfeffer to Rowley & Simasko 716-2326;
31. Attachment to 3/20/12 Schubert to Pfeffer 716-2333;
32. "model sent yesterday" referred to in 9/12/13 Lowe to Buller 716-2367.

The attachments to the emails are produced and attached as Bates Nos. 716-005871 thru 716-006146 unless noted above as containing no attachments.

ASHBURN & MASON, P.C.  
Attorneys for 716 West Fourth Avenue, LLC

DATED: 10-28-15

By:   
Jeffrey W. Robinson  
Alaska Bar No. 0805038

**CERTIFICATE OF SERVICE**

I certify that a copy of the foregoing was served ☐ electronically ☒ messenger ☐ facsimile  
☒ U.S. Mail on the 28 day of October 2015, on:

James B. Gottstein  
Law Offices of James B. Gottstein - hand-delivered 10/28/15  
406 G Street, Suite 206  
Anchorage, Alaska 99501

Kevin Cuddy - mailed 10/28/15  
Stoel Rives, LLP  
510 L Street, Suite 500  
Anchorage, Alaska 99501

ASHBURN & MASON

By: Heidi Wyckoff  
Heidi Wyckoff

ASHBURN & MASON P.C.  
LAWYERS  
1227 WEST 9TH AVENUE, SUITE 200  
ANCHORAGE, ALASKA 99501  
TEL 907.276.4331 • FAX 907.277.8235



**James B. Gottstein**

---

**From:** James B. Gottstein <james.b.gottstein@gottsteinlaw.com>  
**Sent:** Wednesday, November 11, 2015 1:16 PM  
**To:** 'Jeffrey W. Robinson'  
**Cc:** Eva R. Gardner; james.b.gottstein@gottsteinlaw.com  
**Subject:** Second Supplement to Production Request  
**Attachments:** 151111Ltr2JRobinsonRe2ndSuppTo1stProductionResponses.pdf

Hi Jeff,

Please find attached a letter regarding 716 LLC's Second Supplement to Alaska Building, Inc.'s first set of requests for production to 716 LLC. If you can respond promptly that will be great since my reply regarding the extant motion to compel will be filed by mid next week and it would be nice to have this piece of it resolved.

James B. Gottstein  
Law Offices of James B. Gottstein  
406 G Street, Suite 206  
Anchorage, AK 99501  
Tel: (907) 274-7686 Fax: (907) 274-9493  
e-mail: James.B. Gottstein@GottsteinLaw.Com

Law offices of  
**JAMES B. GOTTSTEIN**  
406 G STREET, SUITE 206  
ANCHORAGE, ALASKA 99501  
(907) 274-7686  
TELECOPIER (907) 274-9493

November 11, 2015

Jeffrey L. Robinson  
Ashburn & Mason  
1227 W. 9th Ave., Ste. 200  
Anchorage, AK 99501

via e-mail

Re: 716 West Fourth Avenue LLC's (Second) Supplemental  
Responses to Alaska Building, Inc.'s First Requests for  
Production

Dear Mr. Robinson:

This is in reference to 716 West Fourth Avenue LLC's (Second) Supplemental Responses to Alaska Building, Inc.'s First Requests for Production in *Alaska Building, Inc., v. 716 West Fourth Avenue LLC, et al.*, Anchorage Superior Court Case No. 3AN-15-5969CI (Second Supplement). There are 6 responses in the Second Supplement indicating there were no attachments to the e-mails and a 7th place where it was noted on the production cover page, but not in the Second Supplement. In each case, attachments were not requested; rather requested were documents referenced in the e-mails. Attached, please find copies of these e-mails, marked to show what was requested. Using the same numbers as in the Second Supplement these are briefly described below as well.

8. Attachments to 8/19/13 Pfeffer e-mail to Tim Lowe. 716-2074 & 2075-No  
**attachments contained in email;**

What was requested were what looks like attachments to the August 19, 2013, at 6:23 e-mail from Mark Pfeffer to which the August 19, 2013 5:34 e-mail back from Tim Lowe to Mark Pfeffer responds.

9. Updated numbers from Lowe 716-2103 -**No attachments contained in email;**

What was requested were the updated numbers from Tim referred to in the e-mail.

10. Documents sent to Tim Lowe. 716-2167 **No attachments contained in email;**

What was requested was the information that the e-mail indicates was sent.

11. September 11, 2013 version of Exhibit C. 716-2171 **No attachments contained in email;**

What was requested was the September 11, 2013, version of Exhibit C, which was forwarded from Rep. Hawker's legislative e-mail account to his personal account and then forwarded to Mr. Pfeffer.

12. Memo to dispute Varni Analysis referenced at 716-2173 **No attachments contained in email;**

What was requested was "the memo that settles up the issues" relating to Ms. Varni's analysis that was contemplated in the e-mail.

Jeffrey L. Robinson  
November 11, 2015  
Page 2

25. Missing attachment to 9/17/13 Pfeffer to Lowe, Buller, Crouse. 716-2292. **No attachments contained in email;**

What was requested was the "missing attachments." The e-mail references attachments of clean final versions of budget and lease calculation, but it does not appear they were attached.

32. "model sent yesterday" referred to in 9/12/13 Lowe to Buller 716-2367.

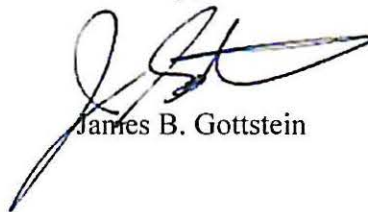
What was requested was the model that had been sent the previous day.

If you have any questions about what was and is being requested, please let me know.

Also, my sense is that not all the attachments were produced, but I haven't had a chance to determine that yet. I am not waiving the right to production of such missing attachments, if any.

Your cooperation will be appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. B. Gottstein", with a long horizontal flourish extending to the right.

James B. Gottstein

Enc.



---

**From:** Mark Pfeffer  
**Sent:** Monday, August 19, 2013 5:34 PM  
**To:** Timothy Lowe  
**Subject:** Re: List

And my next week is no picnic either.

My first ever parent teacher conference on Tuesday  
Kids first day of kindergarten on Wednesday  
Bond bank board meeting in Barrow on Wednesday (conflict! That I am taking heat over)  
Vancouver Wa. On Friday.(RAC stuff)

Given your stuff: Anniversary (36 years? Wow! Congrats!) and Mom moves to house (Wow!-2) I totally get the push back until the following week.

Thanks for bearing with me and my stress level on this one. This stuff is not for the feint of heart.

Talk to you in the morning.

Sent from my iPad

On Aug 19, 2013, at 5:25 PM, "Timothy Lowe" <[tlowe@waronzof.com](mailto:tlowe@waronzof.com)> wrote:

Thanks

**Timothy Lowe**, MAI, CRE, FRICS  
**Waronzof Associates, Inc.**  
999 North Sepulveda Boulevard  
Suite 440  
El Segundo, CA 90245  
310.322.7744 T  
310.322.7755 F  
310.600.2933 M  
[tlowe@waronzof.com](mailto:tlowe@waronzof.com)  
[www.waronzof.com](http://www.waronzof.com)

On Aug 19, 2013, at 6:23 PM, Mark Pfeffer wrote:

Original lease with amendments  
Proposed lease amendment  
Plans and specs  
Ahfc letter proposal for stand alone building at 7th and F

These look like they were attached to the previous e-mail and were requested..

Pfeffer Calculation of "value"

Chevron Building costs with "adjustments" to compare to proposed.

Legislative council motions for approval

More as I think of it.

Sent from my iPad

---

**From:** Mike Buller <mbuller@ahfc.us>  
**Sent:** Friday, September 13, 2013 11:21 AM  
**To:** Mark Pfeffer  
**Cc:** Rep. Mike Hawker; Doc Crouse  
**Subject:** Re: Meeting today?....

We have updated numbers from Tim and he will be available by phone.

Requested the updated numbers

Sent from my iPad

On Sep 13, 2013, at 11:19 AM, "Mark Pfeffer" <MPfeffer@PfefferDevelopment.com> wrote:

> How about 1:00pm? I'll push my 2:00 back to 2:30

>

> Do we have what we need from Tim?

>

> Mark Pfeffer

>

> PFEFFER DEVELOPMENT, LLC

> 425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 |

> f 907.646.4655 |

>

> Cell Phone

> 907 317 5030

>

> —Original Message—

> From: Mike Buller [mailto:mbuller@ahfc.us]

> Sent: Friday, September 13, 2013 11:18 AM

> To: Rep. Mike Hawker

> Cc: Mark Pfeffer; Doc Crouse

> Subject: Re: Meeting today?....

>

> We'er available any time today at our offices. Just let me know when.

>

> Sent from my iPad

>

> On Sep 13, 2013, at 11:06 AM, "Rep. Mike Hawker"

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

>

> Would work for me.

>

> On Sep 13, 2013, at 11:00 AM, "Mark Pfeffer"

> <MPfeffer@PfefferDevelopment.com<mailto:MPfeffer@PfefferDevelopment.com>> wrote:

>

> Hi Guys are we meeting today to discuss numbers and status?

>

> I have a 2:00 -2:45 pm meeting out in the AHFC neighborhood. So I could pretty easily do it at AHFC (or downtown). I can also probably get my 2:00 meet to move time slot if needed.

>



> Mark Pfeffer  
>  
> PFEFFER DEVELOPMENT, LLC  
> 425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 |  
> f 907.646.4655 |  
>  
> Cell Phone  
> 907 317 5030  
>  
>

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---

**From:** Mark Pfeffer  
**Sent:** Tuesday, September 10, 2013 11:05 AM  
**To:** Timothy Lowe; Mike Buller  
**Cc:** Doc Crouse  
**Subject:** RE: Request for Actual Cost Info - 909 9th

sent

Requested what  
was sent

*Mark Pfeffer*

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

**Cell Phone**  
907 317 6030

---

**From:** Timothy Lowe [<mailto:tlowe@waronzof.com>]  
**Sent:** Tuesday, September 10, 2013 9:56 AM  
**To:** Mike Buller  
**Cc:** Mark Pfeffer; Doc Crouse  
**Subject:** Re: Request for Actual Cost Info - 909 9th

Thank you, Mike.

Tim Lowe

**Timothy Lowe, MAI, CRE, FRICS**  
**Waronzof Associates, Inc.**  
999 North Sepulveda Boulevard  
Suite 440  
El Segundo, CA 90245  
310.322.7744 T  
310.322.7755 F  
310.600.2933 M  
[tlowe@waronzof.com](mailto:tlowe@waronzof.com)  
[www.waronzof.com](http://www.waronzof.com)

On Sep 10, 2013, at 10:26 AM, Mike Buller wrote:

That works for AHFC. Mark please work directly with Tim.

Sent from my iPad

On Sep 10, 2013, at 9:24 AM, "Mark Pfeffer"

<[MPfeffer@PfefferDevelopment.com](mailto:MPfeffer@PfefferDevelopment.com)<<mailto:MPfeffer@PfefferDevelopment.com>>> wrote:

Doc/Mike

If it works for you I'd like to give the info direct to Tim to keep it out of the public realm. No problem with you looking at it and seeing he numbers id just rather not have it a public document. Does that work for you guys?

Mark Pfeffer

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

Cell Phone  
907 317 5030

From: Timothy Lowe [<mailto:tlowe@waronzof.com>]  
Sent: Tuesday, September 10, 2013 8:56 AM  
To: Doc Crouse  
Cc: Mark Pfeffer; Mike Buller  
Subject: Request for Actual Cost Info - 909 9th

Doc:

With this email, I'm requesting - from Pfeffer Development, through AHFC, actual cost information for the 909 building, which I can then compare with information from the HMS cost estimate completed in 2010 for the Legislative Affairs Agency, in conjunction with their "look" at the building as an LIO alternative. I've included Mark Pfeffer in this email chain because Mark may feel that the information on the 909/Nana project is or should be treated as confidential, and not held in your files as part of this project. I'd be happy to receive the information directly from Pfeffer Development, but want to make sure that AHFC is in the loop of this communication.

Thanks very much; contact me with any comments or questions.

Tim Lowe

Timothy Lowe, MAI, CRE, FRICS  
Waronzof Associates, Inc.  
999 North Sepulveda Boulevard  
Suite 440  
El Segundo, CA 90245  
310.322.7744 T  
310.322.7755 F  
310.600.2933 M  
[tlowe@waronzof.com](mailto:tlowe@waronzof.com)<<mailto:tlowe@waronzof.com>>  
[www.waronzof.com](http://www.waronzof.com)<<http://www.waronzof.com>>



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**From:** Mark Pfeffer  
**Sent:** Thursday, September 12, 2013 6:14 AM  
**To:** Mark Pfeffer  
**Subject:** Re: revised Exhibit C

Requested revised Exhibit C, which was forward from Rep. Hawker's legislative account to his gmail account and then to Pfeffer, to which this e-mail responds.

Well that appears to get the job done as far as the finding goes.

BUT jeez, i know its too late now and there's no turning back but he justifies sole source procurement so many times in this thing why not just do sole source and cut the deal everyone wants without being hamstrung by 083a.

Anyway just grousing over the logic chain.

One last thought. Do you want to add to the last paragraph something along

Looks like this box gets checked

Sent from my iPad

On Sep 12, 2013, at 5:56 AM, "Mike Hawker" <[mhawker@gci.net](mailto:mhawker@gci.net)> wrote:

Enjoy the day! Talk with you later.

M

Begin forwarded message:

**From:** "Rep. Mike Hawker" <[Rep.Mike.Hawker@akleg.gov](mailto:Rep.Mike.Hawker@akleg.gov)>  
**Date:** September 12, 2013, 5:55:08 AM AKDT  
**To:** Hawker Michael <[mhawker@gci.net](mailto:mhawker@gci.net)>  
**Subject:** Fwd: revised Exhibit C

Begin forwarded message:

**From:** LAA Legal <[LAA.Legal@akleg.gov](mailto:LAA.Legal@akleg.gov)>  
**Date:** September 11, 2013, 2:51:15 PM AKDT  
**To:** "Rep. Mike Hawker" <[Rep.Mike.Hawker@akleg.gov](mailto:Rep.Mike.Hawker@akleg.gov)>  
**Subject:** revised Exhibit C

Representative Hawker,  
Attached is a revised version of Exhibit C. Our revisions make clear that modifications to the lease are being made to both add 712 West Fourth Avenue, and changes necessary to accommodate renovations of the premises. Please make changes as you see fit. My suggestion is that this document remain an attorney-client work-product until you sign it. Let me know if you need more.  
Doug Gardner

Legal Services Director  
Legislative Affairs Agency

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

Warning: This message and any attachments to it are confidential. If you have received this message in error, please notify the sender by electronic mail and delete the message. If you are not the intended recipient of this message, you are hereby notified that disclosing, disseminating, or copying this message or any attachments to it is prohibited. Thank you.

<13-087plm.doc>



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**From:** Mike Hawker <mhawker@gci.net>  
**Sent:** Thursday, August 08, 2013 5:01 PM  
**To:** Mark Pfeffer  
**Subject:** Re: Comments on Extension of Lease Amendment #3

Yep. M

On Aug 8, 2013, at 4:43 PM, Mark Pfeffer <MPfeffer@PfefferDevelopment.com> wrote:

Well. Here we go!

I'll dig into this. Once I've identified All of the math errors and bad assumptions ill get with Do. At AHFC and see if be agrees. if he does they can produce the memo that settles up the issues.

Jeez! & double Jeez!

Sent from my iPhone

Asked for this memo to  
dispute Pam Varni's analysis

On Aug 8, 2013, at 2:27 PM, "Mike Hawker" <mhawker@gci.net> wrote:

Begin forwarded message:

**From:** "Rep. Mike Hawker" <Rep.Mike.Hawker@akleg.gov>  
**Date:** August 8, 2013, 2:22:05 PM AKDT  
**To:** Hawker Michael <mhawker@gci.net>  
**Subject:** Fwd: Comments on Extension of Lease Amendment #3

Begin forwarded message:

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

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

You might not want to change anything but I

wanted to show you some comparisons and some of  
my concerns.

Pam

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

<Extension of Lease Comments.docx>

<Research Report - 1 pg comparison.pdf>

<Chart of Executive Branch Anchorage Leases.pdf>

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**From:** Mark Pfeffer  
**Sent:** Tuesday, September 17, 2013 5:04 PM  
**To:** Timothy Lowe; Mike Buller; Doc Crouse  
**Cc:** ncedergr@ahfc.us  
**Subject:** Clean version of final budget and lease calculation.

Gentlemen,

Attached are clean final versions of budget and lease calculation.

Asked for the  
missing  
attachments

The new lease rate of \$247,756 assumes

- NNN,
- an escalator and
- that the Tenant pays \$7,500,000 (vs. \$7,685,000.)

I trust that Tim will do the same math that generated the "Level Rent" rate burdened with "Lessor obligations" and that would be the number inserted into the lease. The \$7,500,000 in the lease can remain the same.

ALSO NOTE paragraph 1.1 d) will need some wordsmithing to remove the escalation language if we go with the flat rate. I assume Nola will cover this.

All of the above work for everyone? Besides the LLC documents is there a ball in my court?

Thanks Everyone

*Mark Pfeffer*

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

**Cell Phone**  
907 317 5030

---

**From:** Mark Pfeffer  
**Sent:** Tuesday, September 17, 2013 8:03 AM  
**To:** Bob Acree  
**Subject:** Fwd: LIO Building - Appraisal Status

Sent from my iPad

Begin forwarded message:

**From:** Timothy Lowe <[tlowe@waronzof.com](mailto:tlowe@waronzof.com)>  
**Date:** September 17, 2013, 7:58:20 AM AKDT  
**To:** Mike Buller <[mbuller@ahfc.us](mailto:mbuller@ahfc.us)>  
**Cc:** Doc Crouse <[dcrouse@ahfc.us](mailto:dcrouse@ahfc.us)>, Mark Pfeffer <[MPfeffer@PfefferDevelopment.com](mailto:MPfeffer@PfefferDevelopment.com)>  
**Subject:** LIO Building - Appraisal Status

Mike:

Asked for this model that had been sent the day before.

It is Tuesday morning, just before 9 am. I am continuing to work on the report but it is not done yet. I have two meetings mid-day that I must attend, but will otherwise be working on the report. No surprises, just grinding away. Consistent with my updated model sent yesterday, the market rent conclusion - no tenant improvements included (tenant funds them), remains at \$3,6122,000 per year, or \$301,000 per month. This includes underlying NNN rent at \$289,012/month and "service obligations of the landlord at \$11,967 per month.

I will keep you posted. Call with questions or comments.

Tim Lowe

**Timothy Lowe**, MAI, CRE, FRICS  
**Waronzof Associates, Inc.**  
999 North Sepulveda Boulevard Suite 440  
El Segundo, CA 90245  
310.322.7744 T  
310.322.7755 F  
310.600.2933 M  
[tlowe@waronzof.com](mailto:tlowe@waronzof.com)  
[www.waronzof.com](http://www.waronzof.com)



IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT, AT ANCHORAGE

ALASKA BUILDING, INC., an Alaska  
corporation,

Plaintiff

vs.

716 WEST FOURTH AVENUE LLC, and  
LEGISLATIVE AFFAIRS AGENCY

Defendants.

**COPY**  
**Original Received**

NOV 18 2015

CLERK OF DISTRICT COURT

Case No. 3AN-15-05969CI

**ORDER GRANTING  
MOTION TO COMPEL RESPONSES TO PLAINTIFF'S  
FIRST REQUESTS FOR PRODUCTION TO 716 WEST  
FOURTH AVENUE LLC**

Upon the motion by plaintiff, Alaska Building, Inc., to compel responses to Plaintiff's First Requests for Production to 716 West Fourth Avenue LLC pursuant to Civil Rule 37(d), and after consideration of 716 West Fourth Avenue's opposition and Alaska Building, Inc.'s reply, it is hereby Ordered that the motion is **GRANTED** as follows:

1. Such discovery shall be subject to any discovery or protective order applicable thereto.
2. Except as otherwise specifically provided below, all the requested documents shall be produced.
3. The following numbered documents listed in the Attorney Client Privilege Log served with Supplemental Responses to Alaska Building, Inc.'s First Request for

LAW OFFICES OF  
JAMES B. GOTTSTEIN  
406 G STREET, SUITE 206  
ANCHORAGE, ALASKA  
99501

TELEPHONE  
(907) 274-7686  
FACSIMILE  
(907) 274-9493

Production (E-mail Privilege Log) shall be produced: 1, 2, 4, 5, 6, 8, 19, 46, 50 & 51 shall be produced.

4. To be able to assess the applicability of the attorney/client privilege with respect to the other documents listed in the E-mail Privilege Log, 716 LLC shall state:

- (a) any other recipients of the document, including those after the initial transmittal,
- (b) the general subject matter, and
- (c) the date.

5. To be able to assess the applicability of the attorney/client privilege defendant, 716 West Fourth Avenue LLC shall describe (i) the redactions in 716 West Fourth Avenue document production numbers 716-001273, 716-001281, 716-001283, 716-001285, 716-001298, 716-001300, 716-001302, 716-001303, 716-001347-1348, 716-001412, 716-001947, and 716-002352, and (2) any other documents or other material withheld because of an asserted privilege as follows:

- (a) The date of the document or other item;
- (b) The author or addressor of the document or other item;
- (c) The recipient or addressee of the document or other item;
- (d) The number of pages of the document;
- (e) The general subject matter of the document or other item;
- (f) Each person who sent, received and obtained copies of the document or other item;
- (g) A general description of the document or other item (i.e., letter, report, memoranda, audio or video recording); and
- (h) The basis of the privilege asserted with respect to the alleged grounds for non-production of the document or other item.

6. Defendant, 716 West Fourth Avenue LLC shall comply within 30 days of this Order.

Dated \_\_\_\_\_, 2015.

\_\_\_\_\_  
PATRICK J. McKAY,  
SUPERIOR COURT JUDGE

LAW OFFICES OF  
JAMES B. GOTTSTEIN  
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*Order Granting Motion to Compel  
716 LLC Production*

s

*Page 3 of 3*