

EXHIBIT A
MEMORANDUM OF UNDERSTANDING

On March 15, 2005 representatives of various parties (hereinafter referred to collectively as the "Parties"), including Ledroit Park and Shaw communities, Advisory Neighborhood Commission 1B, Advisory Commission 2C, Shaw Main Streets, and Organizing Neighborhood Equity DC (formerly Manna Community Development Corporation) (collectively, the "Community"), Broadcast Center Partners, LLC ("BCP"), Radio One, Inc ("Radio One") and that National Capital Revitalization Corporation and its subsidiary RLA Revitalization Corporation ("NCRC") agreed to this Memorandum of Understanding (the "MOU"). This MOU concerns the responsibilities of the Parties to the Community throughout the mixed-use development of NCRC Parcel 33 and adjoining properties (the "Development").

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I. Development Principals and Priorities

The Parties intend the Development, which includes residential, office and retail space, to provide economic and social benefits to all the Parties. Therefore, the Parties agree that the Development shall:

1. Provide workforce and affordable housing at the levels indicated below;
2. Create employment opportunities and provide training;
3. Ensure participation by Local, Small, Disadvantaged Business Enterprises (LSDBE) throughout the Development;
4. Set aside leased retail space for qualified local businesses at below market rates;
5. Establish a Community Development Initiative Fund ("CDI Fund");
6. Cultivate relationships with Howard University and community schools.

II. Affordable Housing and Work Force Housing:

BCP shall include in the Residential Rental development both affordable housing units and workforce housing units. Such units, in aggregate, shall equal at least twenty-five percent (25%) of the total number of residential rental units.

The Affordable Housing shall comprise:

1. Ten percent (10%) of the total units available for families making between 31% - 50% of the Area Median Income as defined by HUD; and
2. Five percent (5%) of the total units available for families making between 51% - 80% of the Area Median Income as defined by HUD.

The Work Force Housing shall comprise:

1. Ten percent (10%) of the total units available for families making between 81% - 120% of the Area Median Income as defined by HUD.

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BCP shall provide a mix of unit types as the affordable and work force housing and make these units available to diverse income categories. BCP also shall avoid clustering these units, ensuring that they are spread throughout the development. BCP reserves the right to reprogram the Affordable Housing component as necessary to secure affordable housing subsidy funds from the District of Columbia Department of Housing and Community Development ("DHCD") and/or Low Income Housing Tax Credits so long as the total amount of Affordable Housing comprises no less than 25% of total residential units, and, at least 10% of total units fall between 31% and 50% AMI and 5% of units fall between 51%-80% AMI.

III. Additional Residential Units

NCRC shall expedite the development of an additional parcel of land located at the 7th Street and Rhode Island Avenue ("Parcel 42"). NCRC shall provide, within six (6) months following the date of this MOU, a viable plan for development of Parcel 42. The goals of the Parcel 42 development shall include:

1. Commercial viability;
2. Rental housing available to households earning up to 50% of AMI; and
3. Compliance with the District of Columbia's development plans, including zoning and Uptown Destination District plans.

IV. Living Wage Jobs:

The Parties agree a major goal of the Development is to create permanent and construction jobs and to provide job training for members of the community, including the following:

1. **Permanent and Retail Jobs:** BCP shall require commercial tenants of the Development to make "reasonable commercial efforts" to employ residents of the community in the newly created entry level jobs and management and professional jobs. The Community shall appoint a representative to:
(a) advertise open jobs by websites and other systems; and
(b) identify qualified, trained, and readily available workers. NCRC shall appoint an individual responsible for disseminating job information to the Community and shall make its management responsible for interfacing with the Community during and after the development cycle;
(c) BCP agrees to encourage both the property management company and retail partner(s) to apply reasonable commercial efforts to engage the Community endorsed staffing agency (Enterprising Staffing Solutions) for a supply of qualified job applicants.

2. **Job Training and Construction Jobs:** BCP shall work with NCRC and a to be determined community organization to provide construction training and pre-apprenticeship opportunities to members of the community. BCP shall use its best efforts to hire qualified members of the community for construction jobs.

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3. Employment Opportunities: The Community has suggested Enterprising Staffing Solutions to provide qualified local employment candidates to the retail tenants in the Development. NCRC also shall include 'first source' language in its agreement with BCP and its retail partners. It is the responsibility of Enterprising Staffing Solutions to determine how it can best interface with DC DOES ("Department of Employment Services") and it is not the responsibility of BCP to perform any coordination between these two bodies.

4. Radio One Jobs: BCP shall encourage Radio One to make reasonable commercial efforts to submit their job openings to the Department of Employment Services and Enterprise Staffing Solutions before disseminating to the general public. BCP commits to add language to a lease agreement with Radio One that would encourage Radio One to create a relationship with Howard University's business school students in an effort to prepare students for career path jobs in the broadcast industry as a term of the lease agreement.

V. Retail Space

BCP shall construct and operate the Development's retail space as follows:

- 1) **Tenant Mix:** BCP shall: (a) consult with NCRC to obtain a mix of tenants designed to promote long-term viability of the retail centers, (b) carefully consider data on community preferences as supplied by Shaw Main Streets, (c) select tenants that provide a variety of job types for members of the community, and (d) avoid leasing space to tenants deemed undesirable for the neighborhood.
- 2) **Relocation assistance for Existing Retailers:** NCRC shall provide assistance to qualified existing local businesses to move back to the new Development. The assistance shall be in the form of rent subsidies for temporary sites and relocation assistance in accordance with HUD guidelines. The qualified businesses shall include Tobago Café and other viable enterprises that are financially capable of fulfilling, and credit-worthy enough to sign, five-year retail leases at the Development. NCRC shall work with Community and the affected business on a communication strategy for relocation.
- 3) **Existing and Emerging Local Businesses:** BCP shall designate 3,000 square feet (that is, ten percent (10%) of the retail space) for existing or emerging local businesses, providing reduced rents. BCP will offer the reduced rent as follows: a fifty percent (50%) rent reduction below market rates for years 1-2; a twenty-five percent (25%) reduction below market rates for years 3-5; and thereafter at market rates. The qualified and existing local business will have the "Right of First Refusal" to return to the Development at market rents. Qualified and existing business shall include Tobago Café and other viable enterprises financially capable of fulfilling, and credit-worthy enough to sign, a five-year retail lease at the Development.



VI. LSDBE Participation

BCP shall include in the Development between 35-50% participation of local small business (LSDBE) vendors. Potential services for which BCP shall use LSDBE contractors include, without limitation, title, insurance, property management, moving services, and parking operators.

VII. Community Development Initiative Fund ("CDI Fund")

The Parties shall establish a CDI Fund to be administered by the Community Foundation of the National Capitol Region to support Shaw community initiatives outlined by Organizing Neighborhood Equity DC, Shaw Main Streets, the local Advisory Neighborhood Commissions, and the Ledroit Park Civic Association.

1. **BCP Cash Contribution:** BCP shall make contributions totaling one hundred fifty thousand dollars (\$150,000) to the CDI Fund on the following schedule:
 - a. seventy-five thousand dollars (\$75,000) to the CDI Fund upon the recordation of the Planned Unit Development Covenant.
 - b. (ii) seventy-five thousand dollars (\$75,000) on first anniversary date of the completion of the construction of the project, as defined by permanent financing of both the residential and office buildings.
2. BCP shall work cooperatively with ONE DC (formerly Manna CDC) to apply for and secure a BID (Business Improvement District) grant and will provide commercially reasonable lobbying services on behalf of ONE DC to officials in the DC Government to achieve this objective.
3. **Success Fees:** BCP shall provide an additional Two Hundred Thousand Dollars (\$200,000) in "success fees" to the CDI Fund upon the accomplishment of the following milestones
 - a. \$100,000 at Settlement of Permanent Financing on the Stabilized Apartment and Commercial Buildings.
 - b. \$100,000 at Refinancing or Disposition of the property (likely to occur sometime between years 10 and 15).

VIII. Radio One Contribution

Radio One, Inc. shall donate two Hundred and Fifty Thousand Dollars (\$250,000) in scholarship funds over a five-year period after signing the lease negotiations with BCP, specifically for Shaw high school students to attend the Howard University School of Business or the Howard University School of Communications. These scholarships will be for those high school seniors who reside in the Shaw community. These funds shall be monitored and administered by the Community Foundation and the Resident Board Committee as stipulated in the Parcel 33 Community Development Initiative Plan. This



commitment will be formalized in the lease agreement between Radio One, Inc. and Broadcast Center Partners, LLC. If Radio One fails to enter a lease agreement with BCP, BCP will assume responsibility for the scholarship fund.

IX. Relationship with Local Schools

BCP shall work with Radio One to prepare a list of ideas designed to cultivate relationships with neighborhood schools. The list of ideas may include:

1. Mentoring high school students;
2. training and career path assistance for Howard students;
3. "Adopt a School" programs with middle or elementary schools; and
4. Hands-on production experiences for school students.

X. Community Role and Responsibilities:

The Community will make best efforts to provide support for the Development throughout the development process, this support can be through zoning, construction and leasing. The Community will also make best efforts to interact with the appropriate city agencies to accelerate the Development and to receive the following:

1. A zoning variance from the District of Columbia to build the Development at a height of no less than ninety (90) feet; and
2. A grant from the Housing Production Trust Fund.

XI. Commitment of Anchor Tenant

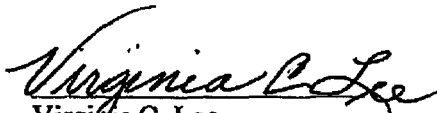
It is acknowledged by all parties that neither Radio One nor any alternative anchor tenant may be bound by the Community Benefits Agreement. The verbal commitments of Radio One Corporation to the community will be formalized in the lease agreement between Radio One and Broadcast Center Partners, LLC and a letter from Radio One and BCP outlining those commitments will be submitted to ONE DC and NCRC upon execution of the lease agreement.

FROM THE COMMUNITY:



Myla Moss,
Advisory Neighborhood Commissioner
SMD IBO1, ANC 1B

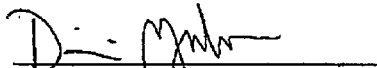
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Virginia C. Lee
ONE Right to Land, Shaw

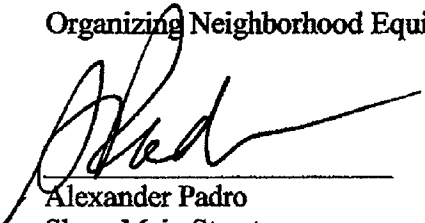
Date: 5/31/07





Dominic Moulden
Executive Director
Organizing Neighborhood Equity

Date: 5/31/07



Alexander Padro
Shaw Main Streets
Advisory Neighborhood Commissioner
SMD 2CO1


Date: 5/30/07

FOR BROADCAST CENTER PARTNERS, LLC:



Steven Cassell
Four Points, LLC

Date: 5/30/07



Roy A. Ellis
Ellis Development Group, LLC

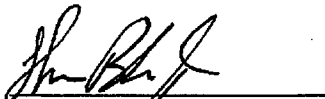
Date: 5/30/07



N. William Jarvis
Chief Executive Officer
The Jarvis Company, LLC

Date: 5/30/2007

FOR NCRC/RLARC:



Therman Baker
Interim President and CEO

Date: 6/06/07