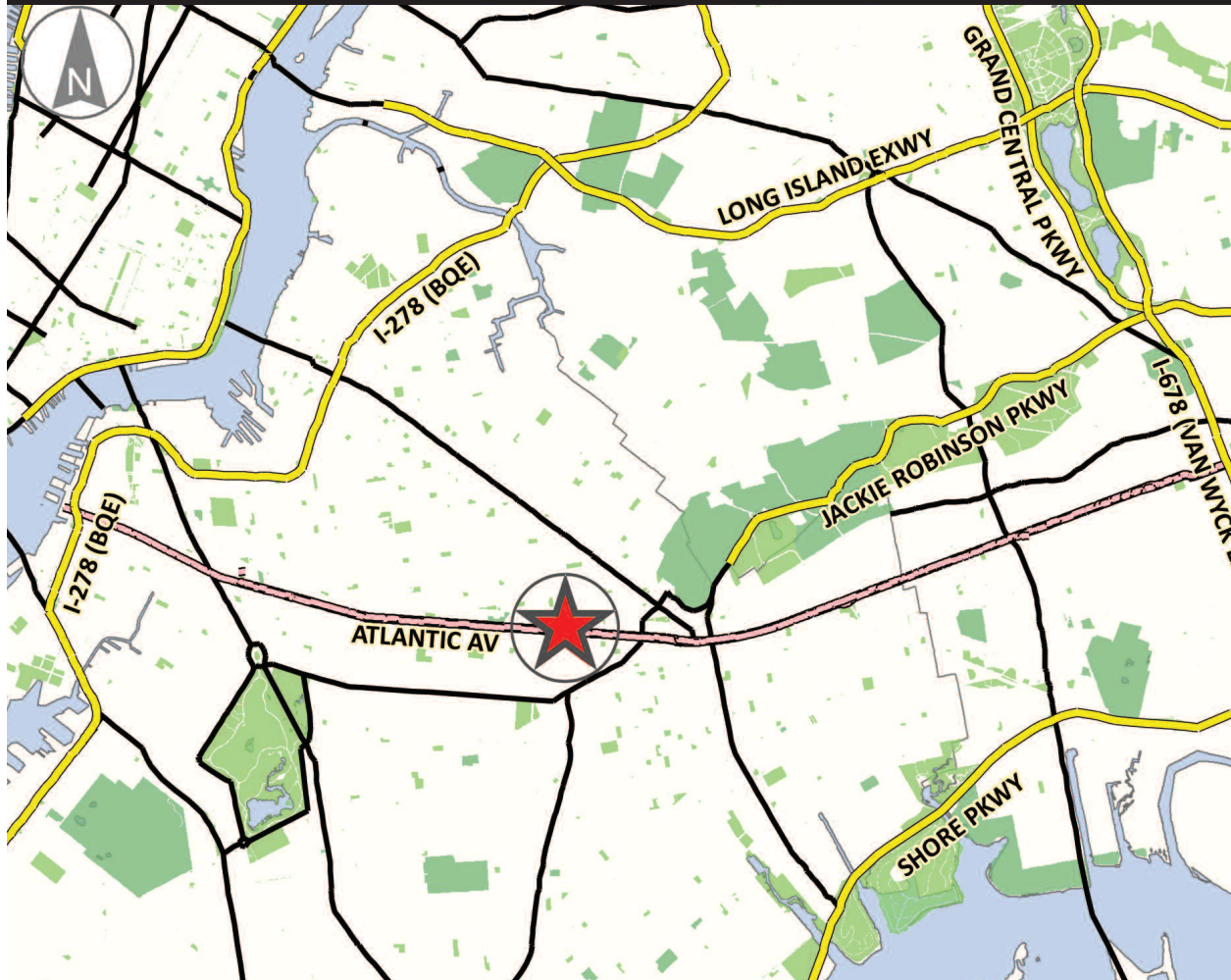


REQUEST FOR PROPOSALS

New York City Economic Development Corporation



Saratoga Square – Atlantic Avenue Site

Release Date: Monday, June 27, 2011

Submission Dates: Monday, August 22, 2011

Monday, November 21, 2011

Friday, February 17, 2012

Friday, May 18, 2012

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INTRODUCTION/OBJECTIVE

New York City Economic Development Corporation (“NYCEDC”), on behalf of the City of New York (the “City”), is seeking proposals for the disposition of an approximately 25,762 square foot property on Brooklyn Block 1557, Lots 3, 4, 23, 26, 28, 31, 32, 33, 34, 35, 36, and 37 (the “Site”), located in the Bedford-Stuyvesant neighborhood of Brooklyn. NYCEDC is seeking qualified individuals and organizations to purchase or lease the Site and develop it for a use that maximizes the creation of quality jobs for local residents (the “Project”).

A successful response to this Request for Proposals (“RFP”) will accomplish the following goals:

- Expand and preserve quality jobs for local residents;
- Establish a financially feasible and economically viable Project;
- Develop the Site in a timely manner;
- Promote sustainability through the use of green building practices, innovative technology, and quality design; and
- Create a context sensitive development that considers the Project’s relationship to the surrounding community and existing neighborhood.

Responses that propose appropriate industrial uses are preferred, however, proposals that do not include such uses will also be considered. If a response includes retail uses, those types of retail that include products and/or services that serve local demand, but are not adequately supplied by existing retail options, are preferred.

Each party submitting a response to this RFP (a “Proposal”) is referred to herein as a (“Respondent”) and the Respondent that is ultimately selected for the Project through this RFP process is referred to herein as the (“Selected Developer”).

This is an open RFP. The open RFP process allows Respondents to submit Proposals at any time to be reviewed on or before quarterly submission deadlines running through May 18, 2012 (each a “Submission Deadline”). NYCEDC will review Proposals as they are received, and may commence negotiations with one or more Respondents at any time. On any given Submission Deadline, NYCEDC may elect to close the RFP to additional Respondents. Please see pages 14-16 for additional information.

Respondents may, at their option, propose either of the following:

- To purchase the Site according to the terms described in Appendix 3 (“Sale Term Sheet”); this option will be referred to as a Sale (“Sale”);
- To enter into a long-term lease of the Site according to the terms described in Appendix 4 (“Lease Term Sheet”); this option will be referred to as a Lease (“Lease”).

SITE CONTEXT AND DESCRIPTION

The Site is approximately 25,762 square feet of vacant land located on the north side of Atlantic Avenue in Bedford-Stuyvesant, Brooklyn. It is composed of twelve contiguous lots, owned by the New York City Department of Housing Preservation and Development (“HPD”), and is bordered by Bancroft Place to the east, Prescott Place and privately owned lots to the west, and Atlantic Avenue to the south. The surrounding area includes housing, schools, fast food eateries, gas stations, auto repair shops, a food manufacturing facility, a building supplies center, and other businesses.

The Site’s location on one of Brooklyn’s main thoroughfares provides substantial vehicle access. Atlantic Avenue is designated as a “Truck Route” by the New York City Department of Transportation, allowing large commercial vehicles to travel directly to the Site. Commuters and other motorists from a wide area of New York City and Long Island pass the Site on a daily basis. In the future, Atlantic Avenue will also be a primary means of access to the Barclays Center arena. The Site is located near public transportation. The Ralph Avenue station, three blocks to the northwest, provides C train service, and is also the location of stops on the B25 and B47 bus routes.

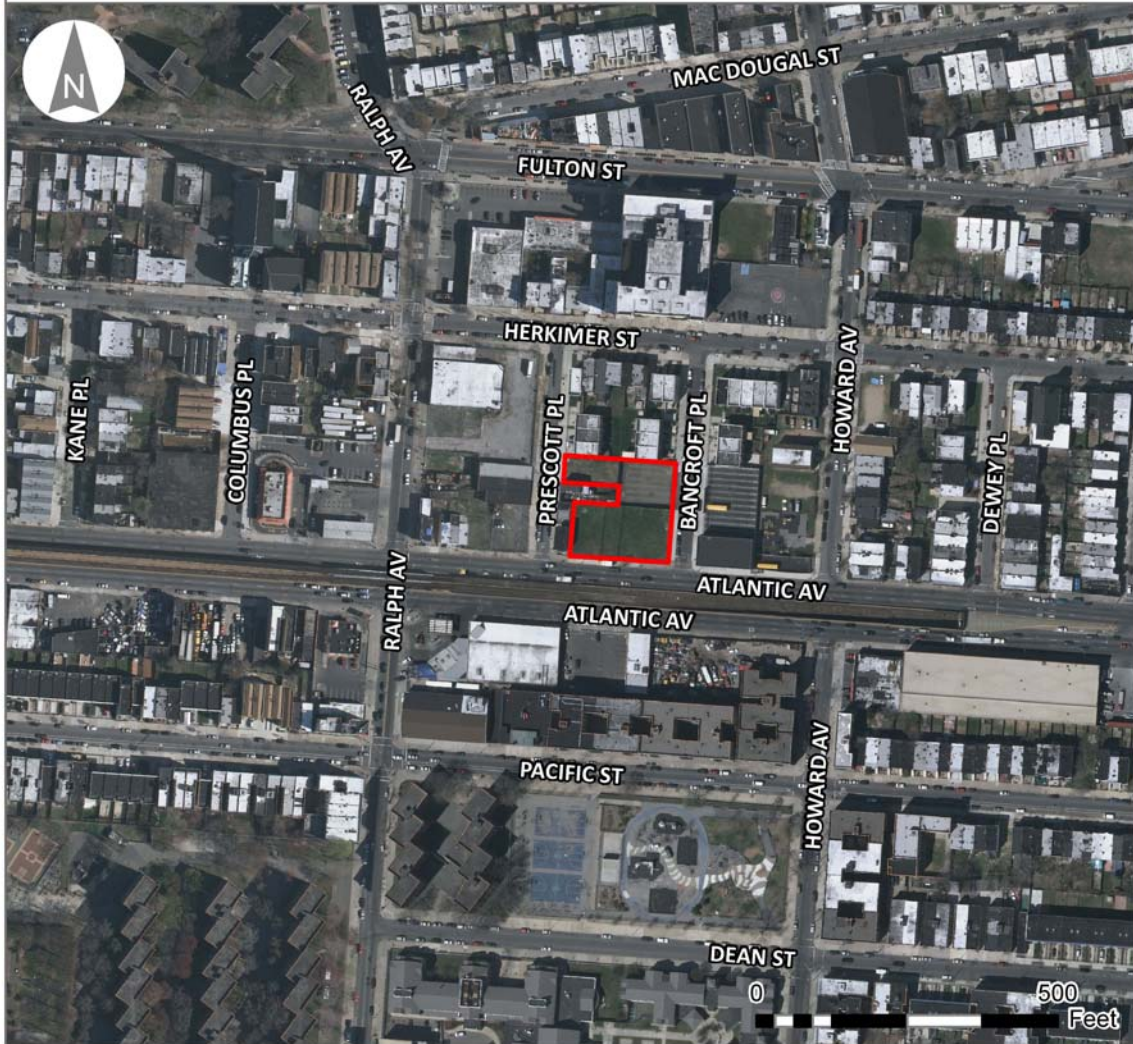
In an area of New York City largely zoned to permit only residential and neighborhood-serving retail uses, the Site allows for a wide variety of commercial uses, including light manufacturing, office, and retail. This provides a unique opportunity for a substantial commercial development, potentially combining more than one use. The Site also offers an opportunity for a build-to-suit, ensuring that the necessary ceiling heights, vehicle access, loading areas, and other design requirements of a Respondent are met. Recent market studies¹ show that there is an undersupply of various types of retail in both Bedford-Stuyvesant and nearby neighborhoods, forcing local consumers to leave the neighborhood to shop.

¹ Please see *Retail Scan Bed-Stuy Gateway Trade Data Update* (LISC and Metroedge, 2009), in the Site File for an example of such a market study.

Map 1: Site Location

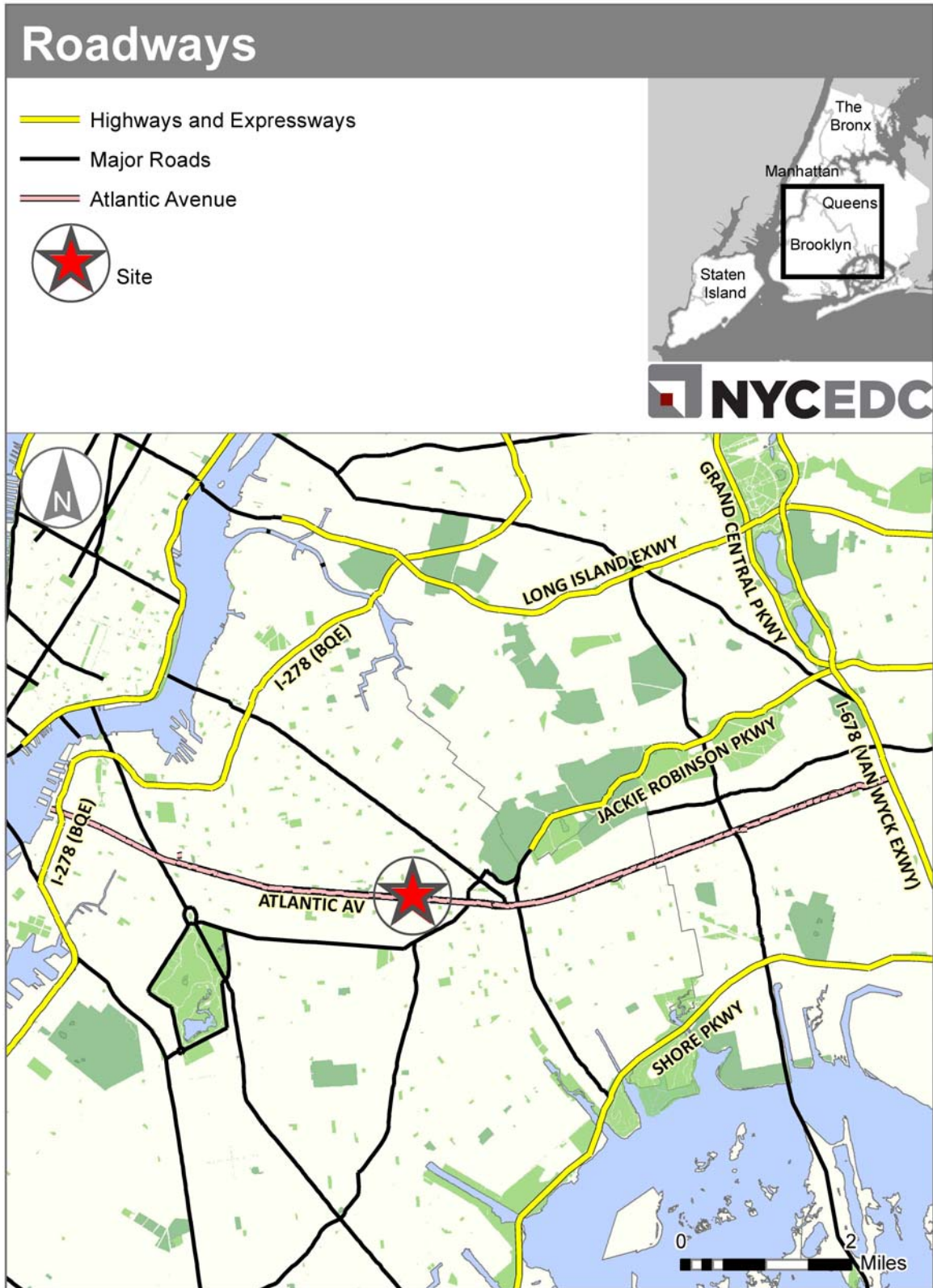
Site Location

Borough: Brooklyn
Neighborhood: Ocean Hill
Block: 1557 Lots: 3, 4, 23, 26, 28, 31, 32, 33, 34, 35, 36, 37
Community Board: 3

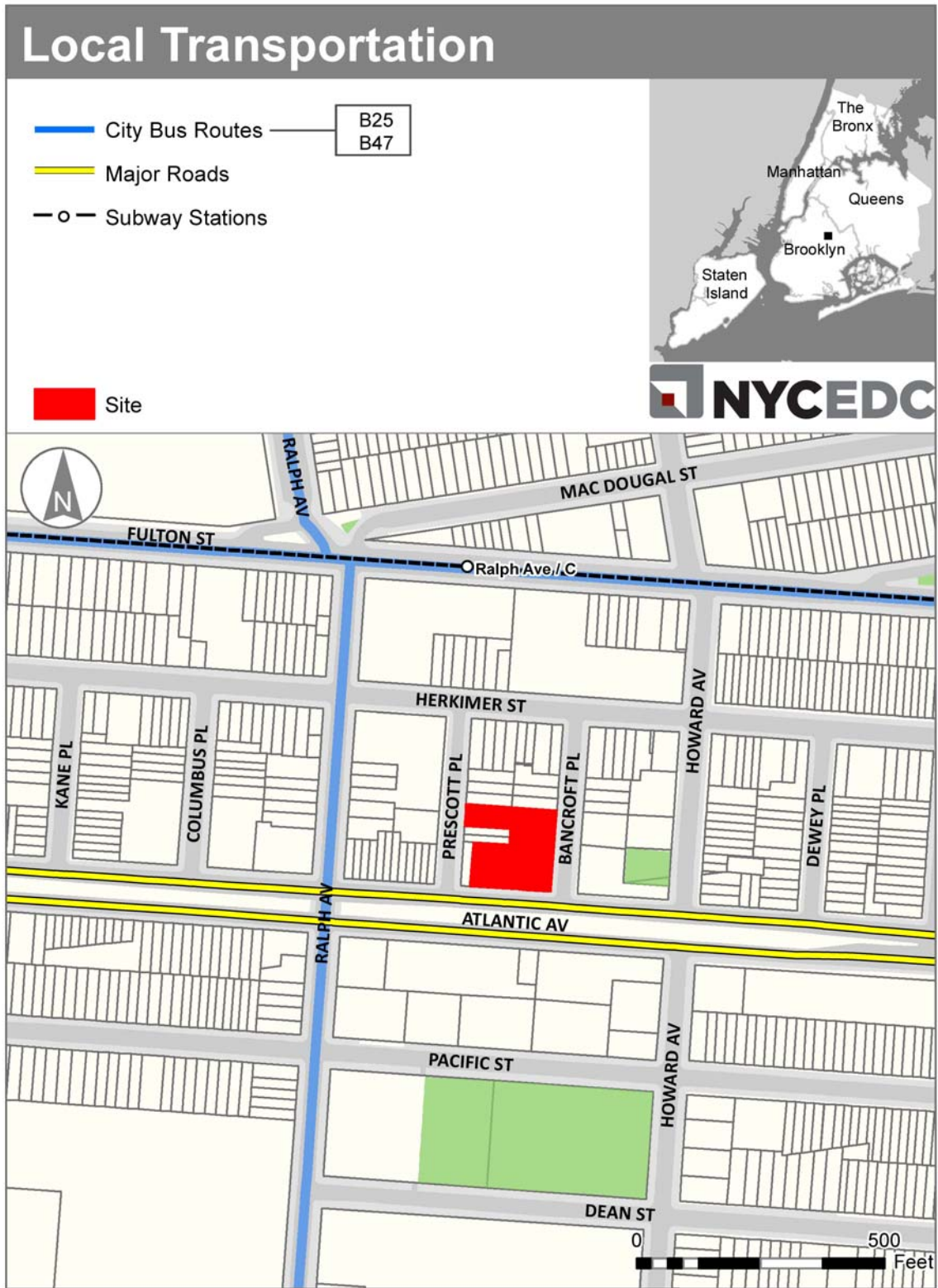


NYCEDDC GMIS 02/15/11

Map 2: Roadways

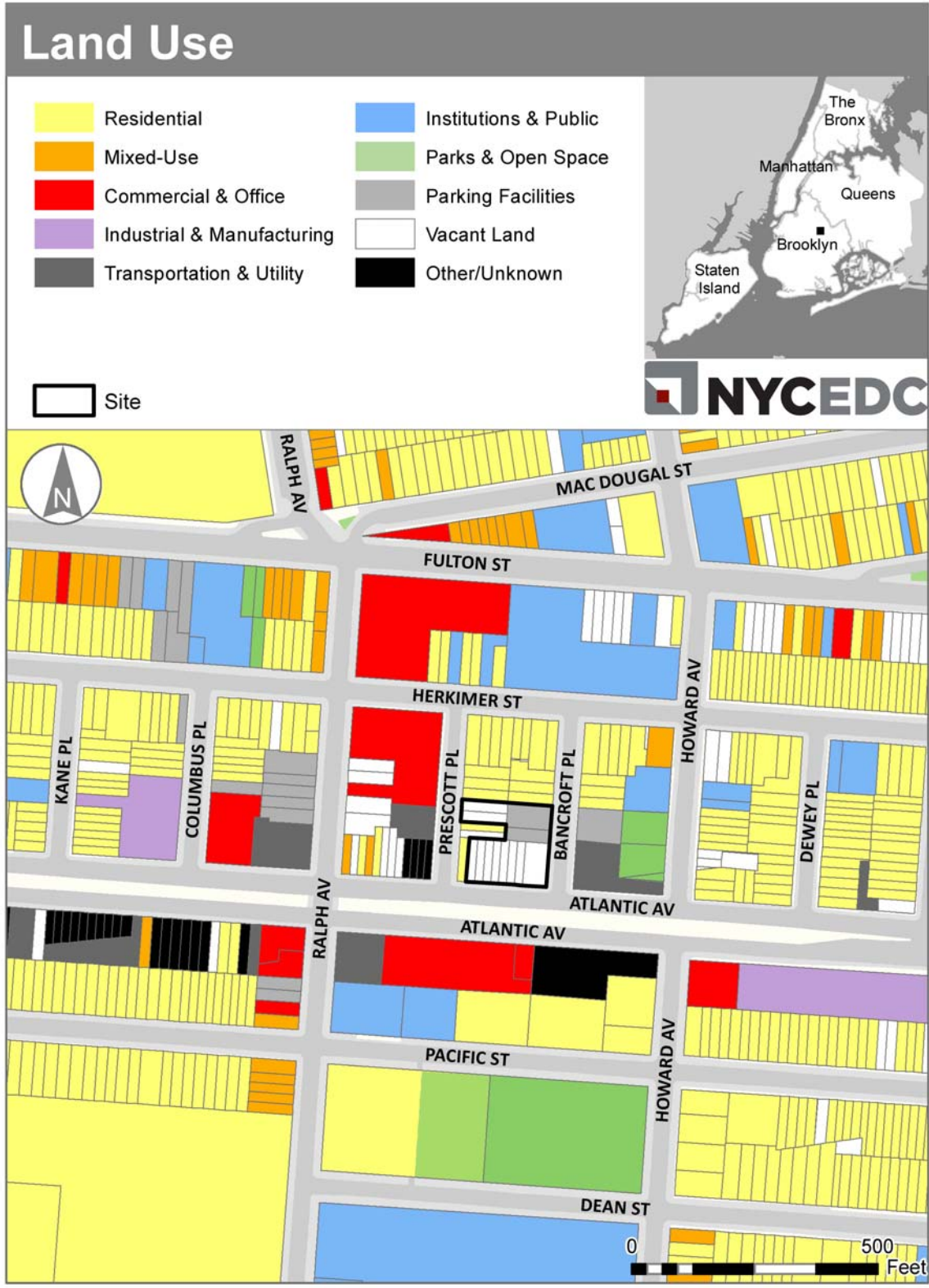


Map 3: Local Transportation



NYCEDC GMIS 03/22/11

Map 4: Land Use



NYCEDC GMIS 02/15/11

Map 5: Site Zoning



NYCEDC GMIS 02/16/11

DEVELOPMENT CONTROLS AND APPROVALS

The Site is located in an MX-10 zone consisting of an M1-1 zone paired with a R7D zone. This mixed-use zoning permits a variety of light manufacturing, commercial, and residential uses. The maximum FAR for commercial uses is 1.0. The maximum FAR for residential uses is 4.2, with the Inclusionary Housing Program² allowing for an additional 1.25 square feet of FAR for every square foot of affordable housing provided, up to a maximum FAR of 5.6. The maximum FAR for mixed-use buildings is equal to the largest FAR allowed by any of a building's individual components.

The disposition of the Site is subject to City Environmental Quality Review (“CEQR”). An NYCEDC planner will assist the Selected Developer and its consultants in complying with applicable environmental review procedures, including preparation of an Environmental Assessment Statement (“EAS”) and, if required, an Environmental Impact Statement (“EIS”). **The Selected Developer should be prepared to hire a consulting team, including design, land use, transportation, and environmental consultants.** The Selected Developer will be responsible for all costs associated with environmental review documents, as well as any additional costs NYCEDC deems necessary, and all CEQR fees will be due to NYCEDC.

The Site is located within the Saratoga Square Urban Renewal Area, and is subject to the Saratoga Square Urban Renewal Plan (the “Plan”). Under the Plan, the Site is designated as “Industrial”. According to the Plan, all uses permitted under M1-1 zoning, except for those in use groups 15 and 16, are considered Industrial. Proposals that include uses that are not in compliance with the Plan will require a public approval process pursuant to New York City's Uniform Land Use Review Procedure (“ULURP”). More information on the Plan is available as part of the Site Information File (hereinafter defined). Please see page 19 for additional information.

If ULURP is required, NYCEDC will assist in its completion. The Selected Developer will be responsible for the preparation of, and all costs associated with, ULURP documents.

Disposition of the Site will be subject to Section 384(b)(4) of the New York City Charter, which requires an approval process for dispositions of City-owned real property. NYCEDC will assist in this process.

If a Respondent proposes a Lease, the exterior design of the Project must be reviewed and approved by the Public Design Commission (“PDC”). NYCEDC will assist the Selected Developer and its consultants in obtaining PDC design approval. The Selected Developer will be responsible for the preparation of, and all costs associated with, appropriate PDC design review drawings and documents.

The Site is located within a Food Retail Expansion to Support Health (“FRESH”) program area. The FRESH program permits an increase in the as-of-right size of grocery stores, an increase in allowable FAR, reduced parking requirements, and financial incentives, provided the

² For more information on this program please see Article III, Section 23-90 of the New York City Zoning Resolution, found at <http://www.nyc.gov/html/dcp/pdf/zone/art02c03.pdf>.

development includes a grocery store that meets certain conditions intended to ensure a supply of healthy food. More information on the FRESH program is located in Appendix 1 and on the NYCEDC website at (<http://www.nycedc.com/FINANCINGINCENTIVES/TAXEXEMPTIONS/FRESH/Pages/fresh.aspx>).

The Site is also within a New Markets Tax Credit-eligible census tract, and is therefore eligible for tax credits associated with qualified low income community investments. More information on the New Markets Tax Credits program is located in Appendix 1 and on the NYCEDC website at (<http://www.nycedc.com/FinancingIncentives/Financing/newmarketstaxcreditsprogram/Pages/NewMarketsTaxCreditsProgram.aspx>).

SELECTION CRITERIA

NYCEDC will evaluate each Proposal according to the selection criteria outlined below. NYCEDC will take into account the information provided in the Proposal, references, and any other information about the Respondent's performance available to NYCEDC. Proposals that are not complete or do not conform to the requirements of this RFP may not be considered. NYCEDC reserves the right to request additional information, site visits, interviews, or presentations.

- **Expansion and Preservation of Quality Jobs for Local Residents:** creation of new, quality employment opportunities for local residents;
- **Provision of Neighborhood Services:** the degree to which retail, if included, provides products and/or services that serve local residents but are not adequately supplied by the area's existing retailers;
- **Appropriateness of Proposed Use(s):** restriction of the Proposal to uses which will not create undue noise, odor, traffic, or other nuisances, in consideration of the fact that this is a mixed-use area containing residences and other businesses;
- **Timing Feasibility:** Respondent's ability to complete the public review process in a timely manner and to construct and create jobs in an expeditious timeframe as identified in the Chosen Term Sheet (hereinafter defined);
- **Land Use and Design:** overall quality of design and construction; Proposals should consider pedestrian access, vehicular access and circulation, building massing, parking availability, landscaping and other aspects of the Project's relationship to the surrounding community;
- **Sustainable Design:** the extent to which Proposals incorporate green and sustainable building concepts and technologies;
- **Economic Impact on / Spending in New York City:** proposed purchase price or rent, as applicable; projected expenditures, including construction costs and annual operating costs; temporary (construction) and permanent on-site employment and payroll; and any

applicable New York City taxes such as real property, sales, and personal income taxes, reduced by any assumed as-of-right and/or discretionary incentives and/or benefits;

- **Respondent Team Qualifications:** the experience and financial resources necessary to complete a high-quality Project on time and within budget; ability to navigate the disposition process and complete the Project;
- **Financial Feasibility:** Respondent's demonstrated financial condition to complete the Project; availability of identifiable funding sources to finance the Project; sufficient revenue to support operating expenses, scheduled payments related to capital costs, reserve fund contributions and debt service;
- **Sale Term Sheet or Lease Term Sheet:** comments and suggested revisions made to the term sheet that corresponds with the Respondent's proposed means of Site control ("Chosen Term Sheet"). Comments on the Chosen Term Sheet will form the basis of negotiations for the Site. **Adherence to NYCEDC's material contract terms will be viewed favorably in the selection process.** The clarity and efficiency of the Respondent's Proposal, including its comments to the Chosen Term Sheet, should demonstrate a commitment to following an aggressive disposition timeline. Additionally, Respondents proposing a Lease should propose Earnest Money (hereinafter defined) in an amount large enough to provide a meaningful commitment to executing the Lease;
- **Approvals:** the extent to which the Project achieves the development goals in a manner consistent with regulatory controls including, but not limited to the Saratoga Square Urban Renewal Plan, CEQR, other environmental and zoning restrictions, ULURP (if applicable), 384(b)(4), PDC (if applicable), and NYCEDC Board and Real Estate Committee approvals;
- **M/WBE Hiring Utilization Plan:** the degree to which the Respondent addresses the M/WBE goals outlined in the RFP; and
- **HireNYC Plan:** the degree to which Respondent demonstrates a willingness to participate in and provide resources for the HireNYC Plan. Proposals should indicate the elements the Respondent intends to incorporate, how Respondent intends to achieve such goals, if appropriate, and describe any relevant experience.

Green Building/Sustainable Design

NYCEDC strongly supports green building, also referred to as sustainable design, and encourages Proposals that enhance the energy efficiency of buildings, use fewer raw materials, incorporate natural lighting where appropriate, improve indoor air quality, and decrease total impact on natural and human environments.

It is also beneficial to verify overall sustainability through a third party standard. The United States Green Building Council (the "USGBC") administers Leadership in Energy and Environmental Design ("LEED"), an important green building certification system. LEED

provides third-party verification that a building has been designed and constructed in a sustainable manner.

Respondents must include a plan that articulates how the Project integrates materials, technology, and design to reduce resource consumption and other environmental impacts, and/or will achieve a LEED rating of Silver or higher, under the *LEED for New Construction or Major Renovations* rating system (“Green Building Plan”).

More information on green building/sustainable design and LEED can be found in the resources listed in Appendix 7.

PROPOSAL REQUIREMENTS

Each complete Proposal must contain the following:

A. **Sale Term Sheet or Lease Term Sheet**

Comments and suggested revisions made to the Chosen Term Sheet. See Appendices 3 and 4.

NYCEDC expects that comments on the Chosen Term Sheet will form the basis of negotiations for the Site. **Any comments or concerns about the disposition process or business terms must be noted directly on the Chosen Term Sheet.**

Respondent’s Proposal should demonstrate a commitment to following an aggressive disposition timeline. Respondent’s comments on the Chosen Term Sheet regarding milestones and other information relevant to the timeliness of the disposition process should reflect this commitment.

B. **Project Description**

A detailed description of the proposed Project including, but not limited to, the size and number of new buildings; construction methods; construction schedule; proposed uses of new buildings and their square footage (“Project Program”); viability of proposed concepts; creation of jobs; types of goods and/or services provided by any proposed retail uses; and plans for traffic circulation, access, security, etc. for each use.

C. **Financial Information**

Respondents must provide the following information:

- Current operating budget and previous three years of audited financials;
- Proposed construction sources and permanent sources;
- Construction budget;
- Pro forma cash flows for the proposed Project for ten (10) years (including construction and operations);
- Assumptions on which the pro forma document is based, including minimum returns sought. The pro forma document should include all necessary capital improvements

- over time, reserves, and debt service payments associated with construction financing;
- List of any economic development incentives for which the Respondent proposes to apply; and
 - Evidence of ability to finance the Project including letters of interest and/or intent from lenders and/or tenants.

Please provide the pro forma and financial information electronically on a computer disk in Excel format (with working formulas when appropriate, i.e. “soft-coded” only).

D. Respondent Description

Respondents must demonstrate sufficient financial resources and professional ability to develop the Site in a manner consistent with the relevant Proposal.

Each Proposal must include a description of the Respondent’s team, including:

- Respondent’s day-to-day, main point of contact;
- Current organizational structure. Any proposed partnership or joint venture must be clearly explained and an organizational chart/diagram of the development entity, showing structure and percentages of ownership and investment must be included;
- Description of any previous experience with capital projects, such as the development or redevelopment of a facility, as operator, manager, designer and/or builder; and debt offerings or other borrowings;
- Description of any previous experience cooperating with New York City agencies on relevant projects;
- Background information on all members of the Respondent’s team, including the relevant experience of all principal members thereof and their availability for commitment to the Project. This information must be submitted for every participant in a joint venture; and
- Any additional documentation or information evidencing the strength of the Respondent’s team and its ability to complete the Project in a timely manner.

Respondents must complete and submit a Doing Business Data Form, found in Appendix 11, and an NYCEDC Background Investigation Form, found in Appendix 12.

E. Purchase Price or Rent

The proposed purchase price or rent must be expressed in a fixed, non-contingent dollar amount. The proposed purchase price or rent will be confirmed by an independent appraisal, commissioned by NYCEDC and paid for by the Selected Developer, and the final purchase price or rent will be the higher of the offering price or rent or the appraised value or corresponding rent, as applicable. Respondent’s financial offer for the Site should assume that it will be disposed of in as-is condition.

F. Description of Community Benefits

Respondents must describe and, if applicable, quantify the direct benefits to the community for the proposed Project.

G. Job Creation Estimates

Respondents must include estimates of both temporary (construction) and permanent jobs created by the Project. Permanent jobs must be categorized according to each type of use included in the Project Program.

H. Site Plan/Architectural Design

Respondents must provide five (5) hard copies and one (1) electronic version on disk in PDF format of conceptual drawings sufficiently detailed for a design review as per the requirements of the Saratoga Square Urban Renewal Plan (located in the Site File) for the developed Site, including site plans, floor plans, renderings, landscaping, building elevations and sections, parking, and a summary of the proposed Project Program with all square footages identified. Drawings must indicate the graphic scale.

I. Environmental Review Team

Respondents must provide the names of their proposed environmental, transportation, and land use consultants in preparation for CEQR.

J. Zoning and Urban Renewal Plan Analyses

Respondents must provide a zoning analysis showing all calculations, and identify any and all permits and authorizations required for the proposed development. In addition, Proposals in compliance with the Saratoga Square Urban Renewal Plan must provide an analysis, including site plan, parking, landscaping, signage and other design specifics, demonstrating compliance with the Plan’s zoning and design regulations.

K. Construction Schedule

Respondents must provide a construction schedule for the proposed Project.

L. Minority Women Business Enterprise (“M/WBE”) Utilization Plan

Respondents must submit a plan to address M/WBE participation in the Project (the “M/WBE Utilization Plan”). A sample plan is given in Appendix 6.

NYCEDC is dedicated to furthering the participation of minority and women-owned businesses in its work. The M/WBE component of the plan must include but not be limited to:

- Establishment of numerical M/WBE contracting utilization goals or targets;
- Strategies and methods that will facilitate participation by M/WBE firms such as carve-outs and/or unbundling bid packages;
- Identification of M/WBE firms seeking construction work on the Project; and
- Establishment of administrative procedures for implementation, monitoring and reporting of M/WBE participation.

M. HireNYC Plan (“HireNYC”)

NYCEDC recognizes the importance of creating employment opportunities for low-income persons and enabling them to participate in the City’s economic growth. To this end, NYCEDC has developed the HireNYC program.

Respondents must submit a plan to address participation in HireNYC, which requires the Selected Developer to make good faith efforts to achieve certain hiring and workforce development goals, and other programmatic requirements, as described in Appendix 5.

N. Green Building Plan

Respondents must submit a green building plan containing the following:

- Narrative describing the proposed Project’s sustainable design goals and commitment to incorporate green building components into the overall Project design. Respondents must describe the specific materials, building systems, construction practices, design, technologies, and other means that will be used to produce a green project.
- If the Respondent intends to pursue any LEED certification, the Respondent must use the most recent LEED Scorecard produced by the United States Green Building Council (“USGBC”) to identify each LEED credit the Project will seek (see Appendix 7 for the USGBC website and other green building resources).
- Statement of experience of the applicable members of the team who will develop and implement the specific steps that will be taken to achieve any green building practices and/or LEED certification.

O. Statement of Agreement

The Respondent must submit a statement signed by an authorized principal or officer of the Respondent that states that the Respondent has read this RFP and the Appendices fully and agrees to the terms and conditions set forth therein. (See Appendix 8 for an example.)

OPEN RFP PROCESS

NYCEDC is structuring this RFP as an open RFP. The open process allows Respondents to submit Proposals for consideration over the course of approximately one year, and allows NYCEDC to review submissions at quarterly Submission Deadlines over the remainder of 2011 and over a portion of 2012. The Submission Deadlines are: 4:00 p.m., August 22, 2011; 4:00 p.m., November 21, 2011; 4:00 p.m., February 17, 2012; and 4:00 p.m., May 18, 2012 (see Illustration of Sample Open RFP Process).

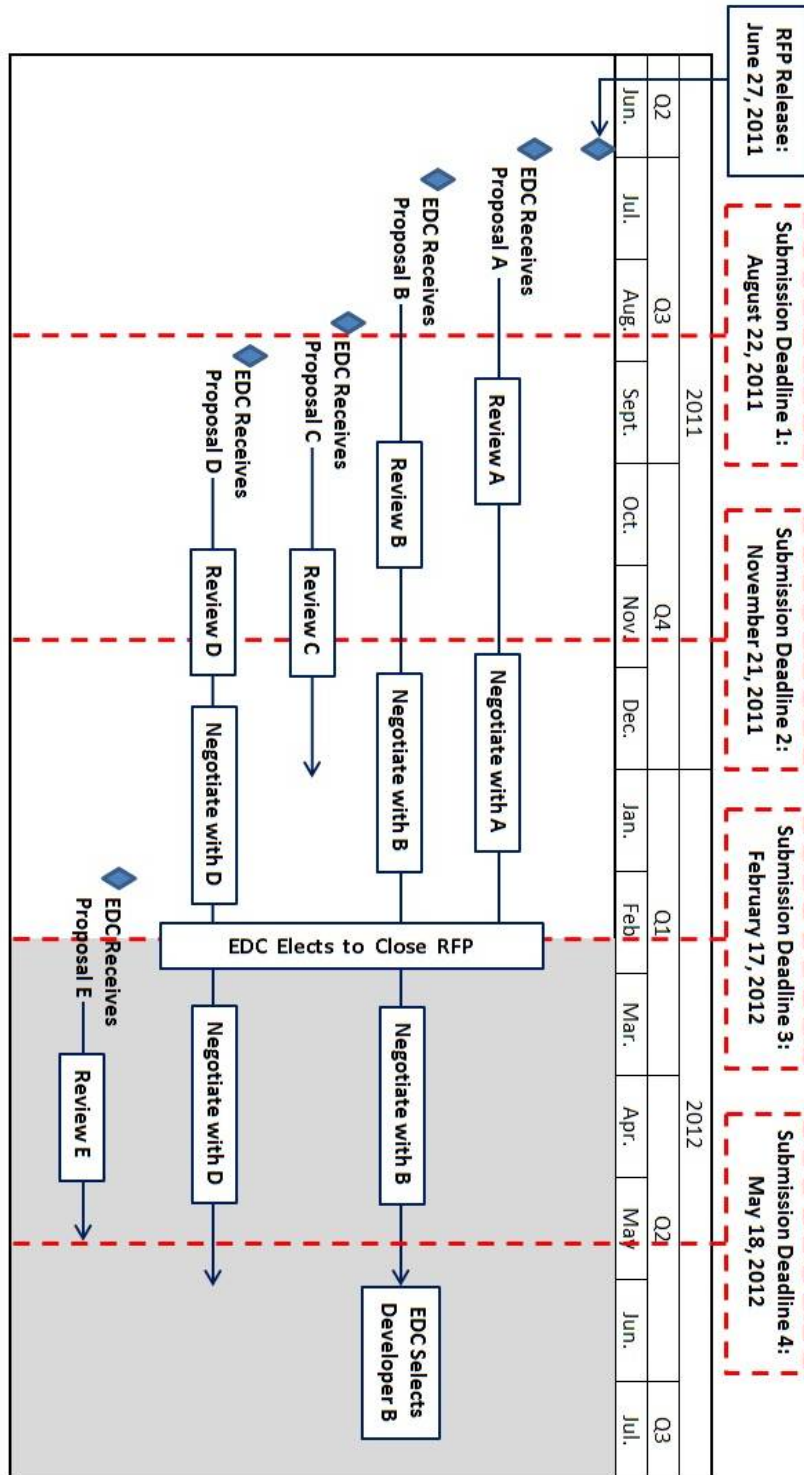
The open RFP process shall be conducted as follows:

- Respondents may submit one Proposal on or before each Submission Deadline, and may revise and resubmit Proposals prior to subsequent Submission Deadlines.

- After any Submission Deadline, NYCEDC may, at its sole discretion, elect to close the RFP. In the event that NYCEDC elects to close the RFP before the final Submission Deadline, Respondents shall be notified via email, and a similar notification shall be posted on the NYCEDC website.
- Should the RFP close, no further Proposals shall be accepted, and all Proposals received on or before that Submission Deadline shall be reviewed by NYCEDC. Accordingly, Respondents preparing Proposals should bear in mind that the likelihood of NYCEDC exercising its right to close the RFP increases with the passing of each Submission Deadline.
- If the RFP remains open for all planned Submission Deadlines, all Proposals received after the RFP release date of June 27, 2011 and on or before the fourth (final) Submission Deadline of May 18, 2012 will be reviewed by NYCEDC by June 15, 2012.

NYCEDC may, in its sole and absolute discretion, elect to begin negotiation with one or more Respondents at any time as part of the Proposal review process. It is anticipated that NYCEDC will enter into negotiations with multiple Respondents upon receipt of Proposals throughout the open RFP process.

Illustration of Sample Open RFP Process



DISPOSITION PROCESS

Disposition will occur through one of two processes, depending on whether the Respondent proposes a Sale or a Lease.

Sale Disposition Process

After review of the Proposals on any Submission Deadline (as defined on pages 14 and 15), if NYCEDC, in its sole determination, elects to proceed with one of the Respondents, and this Respondent proposes a Sale, NYCEDC will negotiate and enter into a contract of sale (“Contract of Sale”). The Sale Term Sheet will serve as the basis for completing the Contract of Sale.

Notwithstanding any other provisions herein that may be to the contrary, NYCEDC shall not be under any obligation to sell the Site to the Selected Developer unless and until a Contract of Sale is executed and delivered between NYCEDC and such Selected Developer.

Upon execution of the Contract of Sale, the Selected Developer must reimburse NYCEDC for the following costs/fees, which are non-refundable and cannot be used to offset the purchase price (with the exception of a Down Payment (hereinafter defined), which is non-refundable, but will be credited towards the purchase price):

- Administrative Fee, determined as follows:

Administrative Fee Schedule

Purchase Price:	Fee:
Less than \$100,000	\$5,000
\$100,001-\$500,000	\$20,000
\$500,001-\$1,000,000	\$40,000
\$1,000,001-\$5,000,000	\$50,000
More than \$5,000,000	1% of purchase price

- A down payment equal to 10% of the purchase price.
- All fees related to the CEQR and/or ULURP processes. The CEQR fee is due upon submission of a Draft EAS and the ULURP fee is due upon ULURP certification (if applicable). Fee schedules are outlined in Appendix 10.
- Cost of a survey of the Site (estimated at \$7,000).
- Cost of an independent appraisal (price to be determined upon retention of an appraisal firm - estimated at \$5,000).
- Phase II site investigation (estimated at \$20,000).
- Any other fees outlined in the Contract of Sale.

Prior to Closing, the Selected Developer will prepare a Phase II environmental site assessment and a survey. These and any other due diligence items must be prepared at the sole cost and expense of the Selected Developer. All work products shall become the property of NYCEDC upon completion.

Additionally, subsequent to execution of the Contract of Sale, and prior to Closing, NYCEDC

and the Selected Developer will seek approvals required for disposition of the Site, including CEQR authorization, ULURP approval, if applicable, the 384(b)4 the approval process, and EDC Board Approval. Closing shall occur upon successful attainment of these approvals.

Lease Disposition Process

After review of the Proposals on any Submission Deadline (as defined on pages 14 and 15), if NYCEDC, in its sole determination, elects to proceed with one of the Respondents, and this Respondent proposes a Lease, NYCEDC will negotiate a Lease with this Selected Developer. The Lease will include a clause stating that all of NYCEDC’s and the City’s obligations will be entirely contingent upon successful attainment of CEQR authorization, ULURP approval, if applicable, the 384(b)4 approval process, PDC design approval, and any other public approvals required prior to disposition of the Site. The Lease Term Sheet will serve as the basis for completing the Lease.

The Selected Developer will be responsible for the following costs and fees at Lease Agreement Execution, which are non-refundable and cannot be used to offset any rent or other fees:

- Administrative Fee, determined as follows:

Administrative Fee Schedule

Net Present Value of Lease:	Fee:
Less than \$100,000	\$5,000
\$100,001-\$500,000	\$20,000
\$500,001-\$1,000,000	\$40,000
\$1,000,001-\$5,000,000	\$50,000
More than \$5,000,000	1% of Net Present Value of Lease

- A payment (“Earnest Money”) which may be credited towards rent due under the Lease.
- All fees related to the CEQR and/or ULURP processes. The CEQR fee is due upon submission of a Draft EAS and the ULURP fee is due upon ULURP certification (if applicable). Fee schedules are outlines in Appendix 10.
- Cost of a survey of the Site (estimated at \$7,000).
- Cost of an independent appraisal (price to be determined upon retention of an appraisal firm - estimated at \$5,000).
- Phase II site investigation (estimated at \$20,000).
- Any other fees outlined in the Lease.

The Selected Developer will prepare a Phase II environmental site assessment and a survey. These and any other due diligence items must be prepared at the sole cost and expense of the Selected Developer, and all work products shall become the property of NYCEDC upon completion. These expenses are non-refundable and cannot be used to offset any other payments.

The Selected Developer shall assume control of the Site upon completion of all public approvals required prior to disposition of the Site.

SITE INFORMATION FILE

Information provided in the RFP and Site Information File (the “File”) is for general informational purposes only. It is the Respondent’s responsibility to conduct due diligence on the Site.

The Site Information File, containing important public information regarding the Site, will be available for purchase for \$300, or can be viewed for free by appointment at the offices of NYCEDC. Respondents are encouraged to view the File prior to submitting a Proposal. To review or purchase the File, please contact Hildegard Williams at 212.312.3584 or SaratogaAtlanticRFP@nycedc.com.

The File contains:

- IPIS Reports;
- Map collection, including the tax map and zoning map;
- Phase I Environmental Site Assessment (Metcalf and Eddy, Inc.; May, 2003);
- Saratoga Square Urban Renewal Plan (HPD; March, 1992); and
- Retail Scan Bed-Stuy Gateway Trade Area Data Update (LISC and MetroEdge, 2009).

QUESTIONS AND SITE VISIT

Respondents can submit questions regarding the RFP for up to ten business days prior to each submission deadline by emailing SaratogaAtlanticRFP@nycedc.com. Answers to these questions will be posted within five business days of their receipt to www.nycedc.com/RFP. For all questions that do not pertain to the subject matter of this RFP please contact NYCEDC’s Contracts Hotline at 212.312.3969.

Information sessions are scheduled for the following dates and times:

Prior to the August 22, 2011 Submission Deadline:	July 25, 2011, at 10:00 a.m.
Prior to the November 21, 2011 Submission Deadline:	October 21, 2011, at 10:00 a.m.
Prior to the February 17, 2012 Submission Deadline:	January 20, 2012 at 10:00 a.m.
Prior to the May 18, 2012 Submission Deadline:	April 20, 2012, at 10:00 a.m.

Interested parties are strongly encouraged to attend one of these events. All information sessions will be held at NYCEDC’s offices at 110 William Street, New York, New York, 10038. Those who wish to attend should RSVP by contacting Hildegard Williams at 212.312.3584 or SaratogaAtlanticRFP@nycedc.com as soon as possible, and in no case any later than 3 business days prior to the informational meeting. If NYCEDC does not receive at least one RSVP for an information session by 15 business days prior to its scheduled date, that information session will not be held. Information sessions will also not be held if NYCEDC has elected to close the RFP.

After the completion of each information session, NYCEDC staff will lead an optional visit to the Site at **1:00 p.m.** the same day. Respondents must arrange their own transportation from NYCEDC’s offices to the Site. The questions asked and answered at an information session or

Site visit will be posted on the NYCEDC website within ten business days of the information session or Site visit being held.

HOW TO SUBMIT

In order to be reviewed by NYCEDC, a Proposal must be submitted in the form of five (5) hard copies and one (1) electronic version on disk in PDF and Excel formats, identified by “Saratoga Square – Atlantic Avenue Site RFP” on the envelope, and delivered to the following address:

New York City Economic Development Corporation
110 William Street, 6th Floor
New York, NY 10038
Attn: Maryann Catalano, Senior Vice President of Contracts

CONDITIONS, TERMS & LIMITATIONS

This RFP and any transaction resulting from such Proposals are subject to the conditions, terms and limitations set forth in Appendix 9.

FURTHER INFORMATION

For further information regarding the Proposal requirements or the Site, please contact SaratogaAtlanticRFP@nycedc.com.

APPENDIX 1: ECONOMIC DEVELOPMENT PROGRAMS

The following are economic development benefits that may be available to certain types of projects that meet eligibility requirements, including but not limited to factors such as site use and location. The descriptions are for general informational purposes only. The potential benefits and incentives described herein are subject to approval by the appropriate government agencies. Accordingly, neither the RFP respondents nor any third party should view the contents of this section as a final offer from, or commitment of, the City, NYCEDC, or other agencies. For more information on these and other economic development benefits, please refer to www.nycedc.com.

New Markets Tax Credit (“NMTC”) Program

The New Markets Tax Credit Program permits taxpayers to receive a credit against Federal income taxes for making qualified equity investments in designated Community Development Entities (“CDE”). Substantially all of the qualified equity investment must in turn be used by the CDE to provide investments in low-income communities. The credit provided to the investor totals 39% of the cost of the investment and is claimed over a seven-year credit allowance period. The NMTC Program is administered by the federal Community Development Financial Institutions (CDFI) Fund.

For more information, including eligibility requirements, please visit:

<http://www.nycedc.com/FinancingIncentives/Financing/newmarketstaxcreditsprogram/Pages/NewMarketsTaxCreditsProgram.aspx>

Relocation Employment Assistance Program (“REAP”)

REAP encourages businesses to relocate from Manhattan south of 96th Street, or from outside the city, to eligible premises in Manhattan north of 96th Street and all other boroughs. Qualified businesses (excluding retail activities and hotels) are entitled to a credit against a city business income tax liability of up to \$3,000 per eligible employee per year for up to 12 years. Businesses must relocate either to a building improved by at least 50% of its assessed value or sign a lease of at least three years and spend a minimum of \$25 per square foot on improvements. The city business income taxes against which the credit can be taken include the general corporation tax, unincorporated business tax, banking corporation tax or the utility tax. Credits are refundable for the year of relocation and the succeeding four years. Unused credits from subsequent years may be carried forward for five years.

For more information, including eligibility requirements, please visit:

http://www.nyc.gov/html/dof/html/property/property_tax_reduc_reap.shtml

Industrial and Commercial Abatement Program (“ICAP”)

The ICAP program provides abatements of real property taxes for varying periods up to 25 years for eligible industrial and commercial buildings that are built, modernized, rehabilitated, expanded, or otherwise physically improved.

For more information, including eligibility requirements, please visit:

http://www.nyc.gov/html/dof/html/property/property_tax_reduc_incentive.shtml

Industrial Incentive Program

The Small Industry Incentive Program (“SIIP”) and Industrial Incentive Program (“IIP”), administered by NYCIDA, provide eligible industrial companies with real estate tax reductions, mortgage recording tax waivers and sales tax exemptions on purchases of materials used to construct, renovate or equip facilities. Eligible companies include manufacturers, distributors, warehousemen and other industrial companies seeking to acquire, construct or renovate facilities for their own operations.

For more information, including eligibility requirements, please visit:

<http://www.nycedc.com/FINANCINGINCENTIVES/FINANCING/INDUSTRIALINCENTPROGRAM/Pages/IndustrialIncentiveProgram.aspx>

Energy Cost Savings Program (“ECSP”)

The ECSP reduces electricity and natural gas bills. Qualifying businesses must either (1) relocate to the Site from outside of New York City or from Manhattan below 96th Street; or (2) make an investment that is greater than 10 percent of the Site’s Assessed Value.

For more information, including eligibility requirements, please visit:

<http://www.nycedc.com/FinancingIncentives/DiscountedEnergyPrograms/EnergyCostSavingsProgram/Pages/EnergySavingsProgram.aspx>

Business Incentive Rate (“BIR”)

The Business Incentive Rate reduces the delivery components of electricity bills by approximately 35%. New York City businesses that are manufacturers or have wholesale distribution facilities in the five boroughs may apply. Companies are expected to increase and maintain their employment in NYC, must undergo an energy efficiency survey, and must also be receiving another city or state benefit that equals or exceeds the value of the BIR benefit. Retail establishments are excluded from participating in this program.

For more information, including eligibility requirements, please visit:

<http://www.nycedc.com/FinancingIncentives/DiscountedEnergyPrograms/BusinessIncentRate/Pages/BusinessIncentivesRate.aspx>

Manufacturing Facilities Bond Program

The Manufacturing Facilities Bond Program provides manufacturers of tangible personal property with triple tax-exempt bond financing and real estate, mortgage, and sales tax deductions for the purpose of developing, renovating, or equipping facilities for their own use.

For more information, including eligibility requirements, please visit:

<http://www.nycedc.com/FinancingIncentives/Financing/ManuFacilitiesBondProgram/Pages/ManufacturingBondProgram.aspx>

FRESH Program

The FRESH program provides zoning and financial incentives for developments in FRESH program areas that include grocery stores. Zoning incentives include additional FAR, reduced parking requirements, and larger as-of-right grocery stores in light manufacturing districts.

Financial incentives include abated land taxes, stabilized property taxes, a sales tax exemption on building materials, and a mortgage recording tax deferral. Grocery stores must meet certain criteria regarding both overall size and area devoted to certain types of goods.

For more information, including eligibility requirements, please visit:

<http://www.nycdc.com/FINANCINGINCENTIVES/TAXEXEMPTIONS/FRESH/Pages/fresh.aspx>

New York Healthy Food and Healthy Communities Fund

The New York Healthy Food and Healthy Communities Fund provides grants and loans for real estate development activities that expand healthy food retail in underserved communities in New York State.

For more information, including eligibility requirements, please visit:

<http://www.liifund.org/healthyfood.htm>

APPENDIX 2: ESTIMATED PROJECT TIMELINE

- | | |
|---------------------------------------|--------------------|
| • RFP Release | June 27, 2011 |
| • Site Visit/Information Session | July 25, 2011 |
| • RFP Submission Deadline 1 | August 22, 2011 |
| • Submission Review | Fall 2011 |
| • Contract of Sale or Lease Execution | Winter 2011 - 2012 |
| • Commence CEQR, EAS | Spring 2012 |
| • Public Approvals | Summer 2012 |
| • Closing or Lease Term commencement | Fall 2012 |

Note: This timeline is illustrative of a successful Proposal submitted prior to the Open RFP Submission Deadline 1. For a description of the Open RFP Process, please see pages 14-16.

APPENDIX 3: SALE TERM SHEET

This Sale Term Sheet summarizes the principal terms with respect to the sale of Brooklyn Block 1557, Lots 3, 4, 23, 26, 28, 31, 32, 33, 34, 35, 36, and 37, in conjunction with this RFP. Proposals submitted in response to the RFP will be evaluated based upon the selection criteria set forth in the RFP, including the proposed terms to be inserted in this Sale Term Sheet and the extent to which Respondents comment upon or propose changes to the terms already herein provided. Capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the RFP of which this Sale Term Sheet is a part.

This Sale Term Sheet is intended solely as a basis of further non-exclusive discussions with respect to the terms of the Project and is not intended to be, nor does it constitute, a legally binding obligation on the part of the City, NYCEDC or the Respondent. The terms set forth herein should not be construed as including all of the material terms and conditions to be set forth in the subsequent, formalized Contract of Sale. No legally binding obligation shall be created, implied or inferred until a Contract of Sale, reflecting the terms set forth herein and including customary provisions for land sale agreements, is fully executed and delivered by all necessary parties thereto.

Notwithstanding the foregoing, the parties agree to negotiate the Contract of Sale in good faith within the context of the terms and conditions outlined in this Sale Term Sheet, including to fully execute such agreement.

1. Seller: New York City Economic Development Corporation
("NYCEDC") on behalf of the City of New York (the "City")
2. Purchaser: [] (Selected Developer)
3. Property: The property is defined as the entirety of the Site - Brooklyn Block 1557, Lots 3, 4, 23, 26, 28, 31, 32, 33, 34, 35, 36, and 37.
4. Use: []
5. Deed: Bargain and sale.
6. Purchase Price: Greater of \$[] or the value of the Site as determined by an independent appraisal as described in Section 13 of this document.
7. Timeline and Milestones: **(1) Contract Period:** Purchaser shall be ready to close no later than [] days after execution of the Contract of Sale.
(2) Construction Commencement: Within [] days of Closing, Construction Commencement, defined as the excavation

and installation of piles or foundation (“Construction Commencement”), shall occur.

(3) Substantial Completion: Within [] days of Construction Commencement, Purchaser must obtain a temporary Certificate of Occupancy ("TCO") for the Project (“Substantial Completion”).

(4) Construction Completion: Within [] days of Construction Commencement, Purchaser must obtain a Certificate of Occupancy (or "C of O") for the Project (“Construction Completion”).

8. Extensions:

In the event that Purchaser fails to meet the Milestone indicated in Section 7(1), above, Purchaser shall have the right to extend the period to complete the respective Milestone for one (1) ninety (90) day period upon payment of \$20,000 (twenty thousand dollars) to Seller.

The Deed shall include covenants enforcing the following:

In the event that Purchaser fails to meet any Milestone indicated in Sections 7(2) through 7(4), above, Purchaser shall have a one-time right to extend the respective Milestone for one (1) ninety (90) day period upon payment of \$20,000 (twenty thousand dollars) to Seller.

If the Purchaser, having exercised its one-time right to extend a Milestone, as described above, once again fails to meet a Milestone indicated in Sections 7(2) through 7(4), above, Seller shall have the right to reacquire the Site. Any further extensions shall be at the sole discretion of Seller.

9. Due Diligence:

The Site will be purchased in its “as-is” condition, without any abatement or reduction in, or credit or allowance against the purchase price by reason of any loss, damage, destruction or deterioration thereto or thereof following execution and delivery of the Contract of Sale.

Purchaser, and not the City nor HPD nor NYCEDC, shall be solely responsible for the payment of all costs and expenses incurred in the course of all due diligence activities, planning, design and construction of the Project, including reimbursement to NYCEDC for any such costs expended by NYCEDC. These costs and expenses may include the cost of a survey of the Site and the cost of a Phase II environmental site investigation. These expenses are non-refundable and cannot be used as a credit against any amounts

due and payable under the Contract of Sale. There will be no adjustment, for any reason, in the Purchase Price due to environmental contamination following execution of the Contract of Sale.

To facilitate Purchaser's due diligence prior to Closing, Purchaser shall be granted access to the Site through a license agreement.

10. Public Approvals:

The sale of the Site is subject to all required public approvals, which shall be completed prior to Closing. Purchaser, at its sole cost and expense, assumes the responsibility for obtaining, and the costs of, the approvals of the appropriate governmental and quasi-governmental authorities and/or entities (the "Governmental Authorities") necessary for the development of the Site, including but not limited to the City's CEQR process, ULURP approval (if required), and 384(B)(4) process. NYCEDC shall cooperate with Purchaser and support Purchaser's efforts to obtain such City approvals.

11. Conceptual Drawings:

Purchaser shall provide NYCEDC with schematic design drawings (the "Conceptual Drawings") for review and approval, required prior to Closing. NYCEDC shall review the drawings for conformance with the Proposal, in addition to considerations as described in the RFP herein, at the sole discretion of NYCEDC. Purchaser shall revise the Conceptual Drawings as required to obtain NYCEDC approval, which shall not be unreasonably withheld. Upon approval, a copy of the approved Conceptual Drawings shall be appended to the Contract of Sale as an exhibit.

12. Financing Commitment and Proof of Equity:

Not later than 30 days prior to Closing, Purchaser shall obtain and furnish NYCEDC with signed copies of financing commitments from institutions and/or governmental entities and demonstrate to the reasonable satisfaction of NYCEDC that equity of the Purchaser is in place, which, together with the financing described above is in aggregate an amount which is, to NYCEDC's reasonable satisfaction, sufficient to complete the Project. Mortgage(s) must originate from an institutional lender.

13. Appraisal:

Purchaser will be responsible for the cost of an appraisal to be performed by an independent appraisal firm selected from among those on retainer with NYCEDC through competitive bidding.

14. Down Payment: Upon execution of the Contract of Sale, a non-refundable Down Payment equal to 10% of the Purchase Price shall be required.

15. Administrative Fee: A non-refundable fee payable by Purchaser upon execution of the Contract of Sale, as per the following schedule:

Administrative Fee Schedule

Purchase Price:	Fee:
Less than \$100,000	\$5,000
\$100,001-\$500,000	\$20,000
\$500,001-\$1,000,000	\$40,000
\$1,000,001-\$5,000,000	\$50,000
More than \$5,000,000	1% of Purchase Price

16. HireNYC Commitment: Purchaser shall agree to use good faith efforts to meet the hiring goals set forth in the HireNYC guidelines shown in Appendix 5.

17. M/WBE Utilization Plan: Purchaser shall submit to Seller an M/WBE Utilization Plan. A sample plan is located in Appendix 6.

18. CEQR/ULURP Fees: If applicable, Purchaser will be responsible for all CEQR and ULURP fees (outlined in Appendix 10). The CEQR and ULURP fees must be paid to NYCEDC, on the date of Contract of Sale execution. These fees are non-refundable and may not be used to offset the Purchase Price or any other costs.

19. Site Preparation and Environmental Costs: Purchaser will be responsible for any and all Site preparation costs, including demolition, and any and all required remediation.

If necessary, Purchaser shall remediate the Site in accordance with the New York State Department of Environmental Protection (“DEP”) requirements. Purchaser shall be responsible for ensuring that remediated soils remain segregated from contaminated soils upon completion of any remediation work.

In the event that the Project requires remedial action, Purchaser shall develop a Construction Health and Safety Plan (“CHASP”) under guidance from NYCEDC, who shall have rights to review and comment on the CHASP. Additionally, NYCEDC shall have the right to amend the CHASP. Purchaser, under the guidance of NYCEDC, shall prepare the Remedial Action Work Plan (“RAWP”). For both the CHASP and RAWP, Purchaser must pay all costs associated therewith in advance of preparing the CHASP

and RAWP.

Purchaser shall undertake construction and remediation in conformance with the CHASP and RAWP.

20. Recording Costs: If the City elects to record the Contract of Sale, in its sole discretion, Purchaser must pay all recording costs in connection with recording the Contract of Sale.

21. Indemnification: Purchaser shall forever defend, indemnify, and hold harmless the City, NYCEDC, HPD, and their respective officials, officers, agents, representatives and employees from and against any and all liabilities, claims, demands, penalties, fines, settlements, damages, costs, expenses and judgments of whatever kind or nature, known or unknown, contingent or otherwise arising from personal or bodily injury to any person or persons, including death, or any damage to property of any nature, to the extent occasioned by any act(s) or omission(s) of NYCEDC, HPD, the City, or of the employees, guests, invitees, contractors, subcontractors, representatives, officials, officers, servants or agents of NYCEDC, HPD, and the City arising out of or as a result of the Contract of Sale.

22. Transfer Restrictions: The Purchaser shall not be permitted to sublease, sell, or otherwise assign its interest in the Site for a period of five (5) years following Construction Completion without the prior written approval of the Seller.

Notwithstanding the forgoing, it is understood that the Purchaser is permitted to enter into commercial leases with tenants to occupy portions of the Project, and to sell residential and commercial condominium units, if applicable.

APPENDIX 4: LEASE TERM SHEET

This Lease Term Sheet is intended solely as a basis of further non-exclusive discussions with respect to the terms of the Project and is not intended to be, nor does it constitute, a legally binding obligation on the part of the City or NYCEDC. The terms set forth herein should not be construed as including all of the material terms and conditions to be set forth in a subsequent, formalized Lease. No legally binding obligation shall be created, implied or inferred until the Lease is fully executed and delivered by all necessary parties thereto. Capitalized terms not otherwise defined herein shall have their respective meaning as set forth in the RFP of which this Lease Term Sheet is a part.

General Lease Terms

1. Site: The leasehold premises are defined as the entirety of the Site - Brooklyn Block 1557, Lots 3, 4, 23, 26, 28, 31, 32, 33, 34, 35, 36, and 37.
2. Lessee: [] (Selected Developer)
3. Lessor: The City of New York
4. Lease Administrator: New York City Economic Development Corporation
5. Use: []
6. Initial Lease Term Initial Lease Term: []
7. Extension Options: Lessee shall have the option to renew this lease for up to [] renewal terms, each of [] years (each a “Renewal Term”).
8. Initial Lease Rent: Rent during the Initial Lease Term will be determined as follows:

Initial Base Rent will be the higher of i) fair rental market value as determined by an appraisal conducted by NYCEDC, described in Section 17 of this document, or ii) [] per annum. (“Initial Base Rent”).

Initial Base Rent will increase annually by the higher of (i) the Consumer Price Index (“CPI”) or (ii) [].
9. Renewal Base Rent: During the Renewal Term(s) Renewal Base Rent will be the higher of (i) fair rental market value as determined by an appraisal conducted by NYCEDC, and paid for by Tenant, or (ii) [] per annum. (“Renewal Base Rent”).

Renewal Base Rent will increase annually by the higher of (i) CPI or (ii) [] per annum.

10. Earnest Money: Upon execution of the Lease, non-refundable Earnest Money in the amount of:[] will be paid to NYCEDC. This Earnest Money may be credited towards Initial Lease Rent.

11. Public Approvals: All obligations on the part of NYCEDC or the City of New York will be contingent upon successful attainment of CEQR authorization, ULURP approval (if required), the 384(b)4 approval process, and any other public approvals required prior to disposition of the Site.

Lessee assumes responsibility for obtaining, and is solely responsible for all costs and expenses associated with, such public approvals. NYCEDC will assist Lessee in attaining these public approvals.

Prior to Construction Commencement, the Project must obtain final design approval from the Public Design Commission ("PDC"). NYCEDC will assist the Lessee and its consultants in obtaining PDC design approval. The Lessee will be responsible for the preparation of, and all costs associated with, appropriate PDC design review drawings and documents.

12. Lease Timeline and Milestones:

(1) Lease Term: Lease Term shall commence upon Lessee's attainment of all public approvals necessary for disposition of the Site and NYCEDC's approval of conceptual drawings.

(2) Construction Commencement: Within [] days of commencement of the Lease Term, Construction Commencement, defined as the excavation and installation of piles or foundation ("Construction Commencement"), shall occur.

(3) Substantial Completion: Within [] days of Construction Commencement, Lessee must obtain a temporary Certificate of Occupancy ("TCO") for the Project ("Substantial Completion").

(4) Construction Completion: Within [] days of Construction Commencement, Lessee must obtain a Certificate of Occupancy (or "C of O") for the Project ("Construction Completion").

13. Extensions: In the event that Lessee fails to meet any Milestone indicated in Section 12, above, Lessee shall have the right to extend a

Milestone in Section 12 for one (1), 90-day period upon payment of \$20,000 (twenty thousand dollars) to Lessor. Thereafter, in the event that Lessee fails to meet any Milestone, Lessor shall have the right to default the Lessee under the Lease and retain the Earnest Money as compensation for time and effort. Any further extensions shall be at the sole discretion of Lessor.

14. Due Diligence:

The Site will be leased in its “as-is” condition, without any abatement or reduction in, or credit or allowance against the Initial Lease Rent or Renewal Lease Rent by reason of any loss, damage, destruction or deterioration thereto or thereof following execution of the Lease.

Lessee, and not the City nor HPD nor NYCEDC, shall be solely responsible for the payment of all costs and expenses incurred in the course of all due diligence activities, planning, design and construction of the Project, including reimbursement to NYCEDC for any such costs expended by NYCEDC. These costs and expenses may include the cost of a survey of the Site, and the cost of a Phase II environmental site investigation.

Said expenses are non-refundable and cannot be used as a credit against any amounts due and payable under the Lease. There will be no adjustment, for any reason, in the Initial Lease Rent or Renewal Lease Rent due to environmental contamination following execution of the Lease.

To facilitate Lessee’s due diligence prior to Lease execution, Lessee shall be granted access to the Site through a license agreement.

15. Conceptual Drawings:

Lessee shall provide NYCEDC with schematic design drawings (the “Conceptual Drawings”) for review and approval, such approval being required prior to commencement of the Lease Term. NYCEDC shall review the drawings for conformance with the Proposal, in addition to considerations as described in the RFP herein, at the sole discretion of NYCEDC. Purchaser shall revise the Conceptual Drawings as required to obtain NYCEDC approval, which shall not be unreasonably withheld. Upon approval, a copy of the approved Conceptual Drawings shall be appended to the Lease as an exhibit.

16. Administrative Fee:

A non-refundable fee payable by Lessee upon execution of the Lease, as per the following schedule:

Administrative Fee Schedule

Net Present Value of Lease:	Fee:
Less than \$100,000	\$5,000
\$100,001-\$500,000	\$20,000
\$500,001-\$1,000,000	\$40,000
\$1,000,001-\$5,000,000	\$50,000
More than \$5,000,000	1% of Net Present Value of Lease

17. Appraisal: Lessee will be responsible for the cost of an appraisal to be performed by an independent appraisal firm selected from among those on retainer with NYCEDC through competitive bidding.
18. PILOT: Lessee shall pay a Payment in Lieu of Taxes (“PILOT”), as determined by the New York City Department of Finance.
19. HireNYC Commitment: Lessee hereby agrees to the hiring commitments set forth in the HireNYC agreement shown in Appendix 5 and any other hiring commitments defined in the Proposal.
20. M/WBE Utilization Plan: Lessee shall submit to Lessor an M/WBE Utilization Plan. A sample plan is located in Appendix 6.
21. CEQR/ULURP Fees: If applicable, Lessee will be responsible for all CEQR and ULURP fees (outlined in Appendix 10). The CEQR and ULURP fees will be paid to NYCEDC, in advance, on the date of Lease execution. These fees are non-refundable and may not be used to offset the Initial Lease Rent, Renewal Lease Rent, or any other fees.
22. Site Preparation and Environmental Costs: Lessee will be responsible for any and all Site preparation costs, including demolition, and any and all required remediation.
- If necessary, Lessee shall remediate the Site in accordance with the New York State Department of Environmental Protection (“DEP”) requirements. Further, Lessee shall be responsible for ensuring that remediated soils remain segregated from contaminated soils upon completion of any remediation work.
- In the event that the Project requires remedial action, Lessee shall develop a Construction Health and Safety Plan (“CHASP”) under guidance from NYCEDC, who shall have rights to review, and comment on the CHASP. Additionally, NYCEDC shall have the right to amend the CHASP. Lessee, under the guidance of

NYCEDC, shall prepare the Remedial Action Work Plan (“RAWP”). For both the CHASP and RAWP, Lessee shall pay all costs associated therewith in advance of preparing the CHASP and RAWP.

Lessee shall undertake construction and remediation in conformance with the CHASP and RAWP.

23. Recording Costs: Lessee shall pay all costs and fees in connection with recording the Lease.
24. Other Fees: Lessee will be responsible for additional fees related to due diligence and approvals, including, but not limited to:
Cost of a survey of the Site (estimated at \$7,000).
Cost of an independent appraisal (price to be determined upon retention of an appraisal firm, estimated at \$5,000)
Phase II site investigation (estimated at \$20,000).
25. Financing: Mortgagee(s) shall have the right to cure any default of Lessee under the Lease, as well as the right to foreclose on Lessee’s leasehold estate and assign the Lease in the event of a default by the Lessee under the Lease, all of the aforesaid being subject to the prior approval of the Lessor. Mortgage(s) must originate from an institutional lender.
26. Indemnification: Lessee shall forever defend, indemnify and hold harmless the City, NYCEDC, HPD, and their respective officials, officers, agents, representatives and employees from and against any and all liabilities, claims, demands, penalties, fines, settlements, damages, costs, expenses and judgments of whatever kind or nature, known or unknown, contingent or otherwise arising from personal or bodily injury to any person or persons, including death, or any damage to property of any nature, to the extent occasioned by any act(s) or omission(s) of NYCEDC, HPD, the City, or of the employees, guests, invitees, contractors, subcontractors, representatives, officials, officers, servants or agents of NYCEDC, HPD, and the City arising out of or as a result of the Lease.
27. Transfer Restrictions: The Lessee shall not be permitted to sublease, or otherwise assign its interest in the Site for a period of five (5) years following Construction Completion without the prior written approval of the Lessor. Additionally, Lessee shall comply with any leasehold transfer restrictions as required by public and/or private sources providing funding and/or incentives to the Project.

Notwithstanding the forgoing, Lessee shall be permitted to enter into commercial subleases with tenants to occupy portions of the Project.

28. Insurance:

Lessee shall carry and maintain insurance coverage in the following types and amounts as required by the City:

- 1) During Construction:
 - a) Commercial general liability insurance and umbrella or excess liability insurance in an aggregate minimum amount of \$10,000,000 per project aggregate;
 - b) Additionally, any general contractor, construction manager, or subcontractor shall obtain and maintain for itself as a primary insured the following policies:
 - i) Commercial general liability insurance and umbrella or excess liability insurance in an aggregate minimum amount of \$10,000,000 per project aggregate; with completed operations coverage extending an additional five (5) years after Construction Completion;
 - ii) Auto liability insurance with \$1,000,000 combined single limit and \$1,000,000 for uninsured or under-insured vehicles; and
 - iii) Workers compensation satisfying New York State statutory limits.
- 2) Post construction:
 - a) Commercial general liability insurance with \$1,000,000 minimum per occurrence; \$2,000,000 minimum in the aggregate;
 - b) Umbrella or excess liability insurance with \$4,000,000 minimum per occurrence on terms consistent with commercial general liability Insurance;
 - c) Auto liability insurance with \$1,000,000 combined single limit and \$1,000,000 for uninsured or under-insured vehicles; and
 - d) Workers compensation satisfying New York State statutory limits.

29. Casualty:

If the Premises shall be partially or totally damaged or rendered unusable by any of the risks required to be insured against by Lessee, neither the Initial Lease Rent nor the Renewal Lease Rent shall be abated in whole or in part.

HireNYC

CONNECTING EMPLOYERS TO COMMUNITIES
AND COMMUNITIES TO JOBS



HireNYC is a free program that connects the City's workforce development services to economic development projects. As a single point of contact, **HireNYC** staff collaborates with developers, NYCEDC and the community from the start of a project, assessing the business opportunity and the need for permanent jobs. Staff identifies the citywide resources that can best meet business needs and connect New Yorkers to employment opportunities.

HireNYC also makes connections to existing business owners on city-owned property to ensure that communities have access to jobs already available in the local area.

By leveraging the free business and workforce development services available through New York City agencies, **HireNYC** can:

- Connect communities to real estate development projects and businesses
- Provide free business and hiring services to NYC developers
- Connect New Yorkers to permanent jobs in their communities
- Utilize the City's public workforce system to bring free services to both tenant businesses and local communities

These valuable services help businesses maintain a competitive edge while creating employment opportunities vital for local communities.



HireNYC Success Story

Luna Park, Coney Island

“HireNYC not only helped Luna Park plan and organize our entire recruitment process, but provided access to a vast network of local businesses as well as community leaders; so we were able to successfully recruit over 200 candidates in just a few weeks time ...”

— Melanie Rokhman, HR Coordinator, Central Amusement International

In February 2010, Mayor Bloomberg, Coney Island Development Corporation (CIDC) and Central Amusement International (CAI) announced plans for the development of Luna Park, the first new amusement park to open in Coney Island in nearly fifty years. Among the myriad tasks necessary to complete this significant undertaking, CAI needed to hire a new staff of nearly 200 people within that four-month timeline.

CIDC and CAI utilized NYCEDC’s innovative HireNYC program to fill the jobs at Luna Park and directly reach out to the Coney Island community. HireNYC developed the recruitment plan and outreach strategy to engage local community-based organizations, elected officials, community leaders and other New York City-based agencies in a comprehensive hiring effort. Within two months, a program was successfully implemented that resulted in interviews for over 600 candidates from Coney Island, as well as other neighborhoods, and over 100 jobs for Coney Island residents. Connection made.

Learn more about how this program can help you at www.nycedc.com/hirenyc or email ngclapp@nycedc.com.

HireNYC Requirements and Goals

Each Respondent must include within its Proposal a HireNYC program plan (a “Program”) explaining how it will seek to achieve the Goals and other requirements below and describing its experience, if any, conducting similar hiring and workforce development programs or undertaking other efforts to create employment opportunities for low-income persons in order to assist NYCEDC in its assessment of each Respondent’s capacity in this area. The Program should describe all programmatic details, including, as applicable, collaboration with the City’s Department of Small Business Services (“SBS”), implementation, record-keeping and monitoring processes and any other relevant information.

For the purposes of this RFP, the target population is defined as persons who have an income that is below two hundred percent (200%) of the poverty level as determined by the New York City Center for Economic Opportunity (a description of the income level meeting this threshold for each household size is available upon request). Program participants may be sourced through the public workforce system managed by SBS and in conjunction with the community outreach strategy implemented by SBS. Program participants will be tracked by residence zip code to allow for clear reporting.

The hiring and workforce development goals to be incorporated into the Program shall include, at a minimum, the following goals or, at each Respondent’s discretion, higher goals (collectively, the “Goals”):

- Hiring Goal: 50 percent (50%) of all new permanent jobs created in connection with the Project (including jobs created by tenants but excluding jobs relocated from other sites) will be filled by members of the target population for a period beginning, for each employer, at commencement of business operations and continuing for eight (8) years thereafter.
- Retention Goal: 40 percent (40%) of all employees whose hiring satisfied the Hiring Goal will be retained for at least nine (9) months from the date of hire.
- Advancement Goal: 30 percent (30%) of all employees whose hiring satisfied the Hiring Goal will be promoted to a higher paid position within one (1) year.
- Training Goal: All tenants will cooperate with SBS to provide skills-training or higher education opportunities to members of the target population.

The Program must include the following elements:

1. Designation of a workforce development liaison to interact with NYCEDC and SBS during the course of the Program.
2. Commitment by the Selected Developer (or its successors and assigns, as applicable) to do the following (and provide in each tenant lease, if any, that the tenant will do the following):

- a. make good faith efforts to achieve the Goals with respect to its operations;
 - b. provide SBS with the approximate number and type of jobs that will become available, and for each job type, a description of the basic job qualifications, at least three (3) months before commencing hiring;
 - c. notify SBS six (6) weeks prior to commencing business operations;
 - d. during initial hiring for any new permanent jobs, consider only applicants referred by SBS for the first ten (10) business days, until the Hiring Goal is achieved or until all open positions are filled, whichever occurs first;
 - e. during ongoing hiring for any new permanent jobs, consider only applicants referred by SBS for the first five (5) business days, until the Hiring Goal is achieved or until all open positions are filled, whichever occurs first (unless SBS reaches a different agreement with the tenant regarding ongoing hiring practices);
 - f. submit to NYCEDC and SBS, for eight (8) years following the date of the commencement of business operations, an annual employment and benefits survey that will include, but not be limited to: targeted hiring statistics, wages and job retention, training and advancement data;
 - g. cooperate with annual site visits and satisfaction survey following the date of the commencement of business operations; and
 - h. Allow information collected by SBS and NYCEDC to be included in public communications, including press releases and other media events.
3. Commitment by the Selected Developer (or its successors and assigns, as applicable) to facilitate targeted hiring by (a) arranging meetings and other events at which SBS staff can introduce potential or actual tenants to the menu of services available from SBS and (b) assisting with information sharing, providing space for hiring activities and transmitting feedback from tenants regarding results of hiring initiatives.

NYCEDC strongly encourages Respondents to include one or more of the following elements in each such Respondent's Program:

- 1. Commitment by the Selected Developer (or its successors and assigns, as applicable) of resources for training efforts, such as making financial investments in employee training and creating a website or other technology-based tools and supports to:
 - a. promote and track workforce development efforts;
 - b. notify tenants of potential grant opportunities; and
 - c. provide assistance to tenants to apply for grants, and share other opportunities or information as may be relevant.
- 2. Commitment by the Selected Developer (or its successors and assigns, as applicable) to provide temporary space and personnel for a satellite outreach or workforce development site to provide outreach and screening of local jobseekers, including, but not limited to, distributing job applications and informing the public of available job opportunities leading up to the commencement of business operations.

3. Commitment by the Selected Developer (or its successors and assigns, as applicable) to support connections to education and training. The workforce development liaison will work in partnership with SBS to connect individuals interested and in need of education and training to training programs and further education, either at the Workforce1 Career Center, NYC Business Solutions Center, or through relationships with other accredited training providers.

NYCEDC may impose liquidated damages in the event that the Selected Developer fails to make good faith efforts to achieve the Goals and/or fails to comply with the other programmatic requirements described herein or in the Program.

HireNYC Program Description

Project Name: _____

Respondent Name: _____

Date: _____

Please explicitly explain how you will address the HireNYC goals stated. In your response, describe what in-house resources are available to meet the program goals or how you will utilize the services available through the City’s Department of Small Business Services (SBS).

1. New Jobs and Skill Level:

Number of new hires:

Number and type of skilled jobs:

Number and type of semi-skilled jobs:

Number and type of unskilled jobs:

2. Training and Certifications:

Training required for skilled jobs:

Training required for semi-skilled jobs:

3. Workforce Development Liaison:

Contact information for liaison (include company title):

Description of efforts to meet program goals, please include as much detail as possible:

1) Discuss how you will facilitate targeted hiring, such as (a) arranging meetings and other events at which SBS staff can introduce potential or actual tenants to the menu of services available from SBS and (b) assisting with information sharing, providing space for hiring activities, and transmitting feedback from tenants regarding results of hiring initiatives.

2) Discuss how you will support connections to education and training either in partnership with SBS or through relationships with other accredited training providers (in your response please reference resources available for training efforts, such as financial investments in employee training and creating a website or other technology-based tools and supports).

3) Discuss how the workforce development liaison will promote and track workforce development efforts.

4) Discuss options for providing temporary space and personnel for a satellite outreach or workforce development site to provide outreach and screening of local jobseekers.

5) Discuss career advancement opportunities, which may include opportunities to be promoted, to obtain a wage increase, etc.

6) Discuss experience with the implementation of workforce development programs and/or history of collaboration with SBS (if applicable).

Job Type Examples (including, but not limited to):

Skilled: Advanced Machine Operators, Welders, Cutters, Solderers, Managers, and Supervisors;

Semi-skilled: Second-level Assemblers, Machine Operators, Fork Lift Operators, Commercial Vehicle Operators, Bookkeepers, and Accountants;

Unskilled: Warehouse Clerks, Office Clerks, Production Helpers, Laborers, Packers, Assemblers, Cashiers, Customer Service Representatives, and Food Preparation Workers.

APPENDIX 6: SAMPLE M/WBE UTILIZATION PLAN

All undefined capitalized terms set forth in this M/WBE Utilization Plan shall have the same definitions as set forth in the Contract of Sale or Lease, as applicable, to which this M/WBE Utilization Plan is attached unless otherwise defined or the content otherwise requires.

For the purposes of Purchaser's M/WBE Utilization Plan, Selected Developer agrees to the following terms and conditions:

1.1 Minority and Women-Owned Business Enterprises. In order to be considered M/WBEs for purposes of this Project, the M/WBEs must have received certification as such by SBS.

1.2 Participation Goal. The participation goal is expressed as a percentage that represents the total dollar value of subcontracts for the Project to be performed by M/WBEs. The Participation Goal applicable to this Project is _____ as proposed by Selected Developer. Selected Developer shall be subject to the Participation Goal, unless the NYCEDC grants a modification of this Participation Goal as described herein.

1.3 Selected Developer's M/WBE Utilization Plan.

1.3.1 Selected Developer shall submit an updated M/WBE Utilization Plan to the NYCEDC's Chief Contracting Officer 30 days prior to the anniversary of the Closing or Lease execution, as applicable, in each subsequent year prior to Construction Completion. Selected Developer's updated M/WBE Plan shall be subject to the NYCEDC's approval and must set forth:

- (i) the percentage of work Selected Developer intends to subcontract;
- (ii) the identity of all proposed subcontractors to which Selected Developer intends to award subcontracts;
- (iii) a description of the type and dollar value of work designated for participation by MBEs and/or WBEs; and
- (iv) the time frames in which such work by MBEs and/or WBEs is scheduled to begin and end.

1.4 M/WBE Compliance Reports.

1.4.1 Selected Developer shall provide NYCEDC with written statements ("M/WBE Compliance Reports"), certified under penalty of perjury, reporting the status of Selected Developer's compliance with its M/WBE Utilization Plan as set forth herein.

1.4.2 Selected Developer shall submit an M/WBE Compliance Report to NYCEDC on a quarterly basis as NYCEDC may require.

1.4.3 Each M/WBE Compliance Report shall set forth the following for the period covered by the report:

- (i) the total amount paid to subcontractors (including subcontractors that are not MBEs or WBEs);
- (ii) the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor pursuant to such plan as well as the dates and amounts paid to each MBE or WBE.
- (iii) Copies of invoices of contracts paid to the subcontractors.

1.4.4 In addition to the foregoing, Selected Developer shall submit a final, cumulative M/WBE Compliance Report to NYCEDC. Selected Developer shall set forth in such final report the information required by Section 1.3 in connection with all services rendered by Selected Developer and its subcontractors during the entire Construction Phase.

1.5 Modification of Selected Developer's M/WBE Utilization Plan. Selected Developer may request modification of its M/WBE Utilization Plan during the Construction Phase. NYCEDC may grant such request if it determines that Selected Developer has established, with appropriate documentary and other evidence, that Selected Developer has made all reasonable, good faith efforts to meet the participation goals.

1.5.1 In making such determination, NYCEDC will consider, along with any other relevant factors, evidence submitted by Selected Developer showing that Selected Developer has, without limitation, and as applicable:

- (i) advertised opportunities to participate in the Project, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;
- (ii) provided notice of specific opportunities to participate in the Project, in a timely manner, to minority and women's business organizations;
- (iii) sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs and WBEs that their interest in the Project was solicited;
- (iv) made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in Selected Developer's M/WBE Utilization Plan, and for which Selected Developer claims an inability to retain MBEs or WBEs;
- (v) held meetings with MBEs and/or WBEs prior to the date its Proposal was due, for the purpose of explaining in detail the scope and requirements of the work for which its Proposals was solicited;
- (vi) made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subProjects;
- (vii) submitted timely written requests for assistance to the NYCEDC's M/WBE liaison officer and to the New York City Department of Small Business Services; and
- (viii) submitted a statement as to how recommendations made by SBS and NYCEDC acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

1.5.2 NYCEDC's M/WBE Director and Chief Contracting Officer will provide written notice to Selected Developer of the determination.

1.6 Compliance Audits. This Project may be audited by NYCEDC, SBS, and the New York City Comptroller to determine Selected Developer's compliance with the requirements of NYCEDC's M/WBE Program and Selected Developer's M/WBE Utilization Plan.

APPENDIX 7: GREEN BUILDING RESOURCES

LEED Resources:

US Green Building Council

<http://www.usgbc.org>

Urban Green Council

<http://www.urbangreencouncil.org>

Other Green building Resources:

American Council for an Energy-Efficient Economy

<http://www.aceee.org>

Energy Efficiency and Renewable Energy Network (EREN)

<http://www.eren.doe.gov>

Energy Star Program (U.S. EPA)

<http://www.energystar.gov>

Environmental Building News

<http://www.ebuild.com>

Environmental Defense Fund

<http://www.edf.org>

National Resources Defense Council

<http://www.nrdc.org>

New York State Energy and Research Development Authority

<http://www.nyserda.org>

Rocky Mountain Institute

<http://www.rmi.org>

Southface Energy Institute

<http://www.southface.org>

US Department of Energy

<http://www.doe.gov>

US Environmental Protection Agency

<http://www.epa.gov>

APPENDIX 8: STATEMENT OF AGREEMENT

SAMPLE

(On company letterhead)

Date:

New York City Economic Development Corporation
110 William Street, 6th Floor
New York, NY 10038
Attn: Maryann Catalano, Agency Chief Contracting Officer

Dear Ms. Maryann Catalano:

This letter hereby certifies that [Respondent] has read this RFP and the Appendices fully and agrees to the terms and conditions set forth in this RFP and Appendices.

Sincerely,

Respondent

Respondent Title *[must be authorized principle or officer of the respondent]*

APPENDIX 9: CONDITIONS, TERMS, AND LIMITATIONS

In addition to those stated elsewhere, this RFP and any transaction resulting from this RFP are subject to the conditions, terms and limitations stated below:

- A. The Site is to be disposed of in “as is” condition and is to be conveyed subject to all applicable title matters.
- B. The City and NYCEDC, and their respective officers, employees, and agents, make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP, the physical condition of the Site, the status of title thereto, its suitability for any specific use, the absence of hazardous waste, or any other matter. All due diligence is the responsibility of the Respondent and Respondents are urged to satisfy themselves with respect to the physical condition of the Site, the information contained herein, and all limitations or other arrangements affecting the Site. As stated in the RFP, NYCEDC will make available for review, to any Respondent so requesting, the File. Neither NYCEDC nor the City will be responsible for any injury or damage arising out of or occurring during any visit to the Site.
- C. The proposed development shall conform to, and be subject to, the provisions of the New York City Zoning Resolution, all other applicable laws, regulations, and ordinances of all Federal, State and City authorities having jurisdiction and any applicable Urban Renewal Plan or similar development limitations, as all of the foregoing may be amended from time to time. Without limiting the foregoing, closing on a proposed transaction may be subject to successful completion of the City’s Uniform Land Use Review Procedure (“ULURP”), if applicable, and not already completed, completion of the City Environmental Quality Review (“CEQR”), approval by the applicable Community Board, compliance with Section 384(b)(4) of the New York City Charter, and approval by NYCEDC’s Board of Directors. ULURP (if applicable) and CEQR compliance shall be solely at the expense of the Selected Developer. NYCEDC will cooperate with the Selected Developer in obtaining necessary approvals.
- D. The selection of an Applicant will depend on satisfaction of the additional documentation and review requirements described in this RFP, and will be subject to the subsequent approval of the Mayor.

No transaction will be consummated if any Principal of any Selected Developer is in arrears, or in default upon any debt, lease, contract, or obligation to the City of New York, including without limitation, real estate taxes and any other municipal liens or charges. The City reserves the right not to review any Proposal by any such Applicant.

- E. Neither NYCEDC nor the City is obligated to pay and shall not pay any costs incurred by any Respondent at any time unless NYCEDC or the City has expressly agreed to do so in writing.
- G. Only Proposals from principals will be considered responsive. Individuals in

representative, agency or consultant status may submit Proposals only under the direction of identified principals, where the principals are solely responsible for paying for such services.

- H. This is a Request for Proposals **not** a Request for Bids. NYCEDC shall be the sole judge of each response's conformance with the requirements of this RFP and of the merits of the individual Proposals. NYCEDC reserves the right to waive any conditions or modify any provision of this letter with respect to one or more applicants, to negotiate with one or more of the applicants with respect to all or any portion of the Site, to require supplemental statements and information from any Respondents, to establish additional terms and conditions, to encourage applicants to work together, or to reject any or all responses, if in its judgment it is in the best interest of NYCEDC and the City to do so. If all Proposals are rejected, this RFP may be withdrawn and the Site may be retained, and re-offered under the same or different terms and conditions, or disposed of by another method, such as auction or negotiated disposition. In all cases, NYCEDC shall be the sole judge of the acceptability of the Proposals. NYCEDC will enforce the submission deadlines stated in the RFP. All Proposals become the property of NYCEDC.
- I. All terms in this RFP related to the permitted use and bulk of the Site shall be as defined in the New York City Zoning Resolution and any applicable Urban Renewal Plan, design guidelines, or similar development limitations and controls. Where any conflict arises in such terms, the most restrictive shall prevail.
- J. Except as specifically provided herein, the Selected Developer will pay all applicable taxes payable with respect to the Project, including transfer and mortgage recording taxes. The Selected Developer will be required to pay the New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax, notwithstanding any exemption from sale on account of the City's or NYCEDC's involvement in the transaction.
- K. This transaction will be structured as a "net" deal to NYCEDC, with the Selected Developer being responsible for all fees relating to the Project and all costs incurred by NYCEDC including, but not limited to, costs for outside legal counsel, if any, studies, and outside consultants.
- L. All Proposals and other materials submitted to NYCEDC in response to this RFP may be disclosed in accordance with the standards specified in the Freedom of Information Law, Article 6 of the Public Officers Law ("FOIL"). The entity submitting a Proposal may provide in writing, at the time of submission a detailed description of the specific information contained in its submission, which it has determined is a trade secret and which, if disclosed, would substantially harm such entity's competitive position. This characterization shall not be determinative, but will be considered by NYCEDC when evaluating the applicability of any exemptions in response to a FOIL request.
- M. In furtherance of NYCEDC's mission of economic development, the disposition of the Site will be subject to NYCEDC's standard provisions for similar transactions. The Lease

or deed, as applicable, conveying the Site to the Selected Developer shall contain redevelopment obligations as well as restrictions on use and transfer of the Site. Failure to comply with these restrictions will result in a right by NYCEDC or the City to re-enter and terminate the lease or re-acquire the Site for no consideration.

- N. The Selected Developer will be required to deliver evidence to NYCEDC of the creation of employment opportunities at the Site for the first eight (8) years after the closing of the Project. The Selected Developer must also agree in good faith to consider any Proposals made by the City or City-related entities with regard to jobs the Selected Developer is seeking to fill and to provide the City with the opportunity to make job referrals, and create a training program for City residents. The Selected Developer will be required to cause commercial tenants to agree to these provisions at the time it enters into leases with such tenants.

APPENDIX 10: CEQR/ULURP DESCRIPTION AND FEE SCHEDULE

SCHEDULE OF FEES FOR CEQR APPLICATIONS

Effective 3/24/11

Chapter 3 of Title 62 of the Rules of the City of New York

§ 3-01 Fee for CEQR Applications.

Except as specifically provided in this section, every application made pursuant to Executive Order 91 and Chapter 5 of these rules shall include a non-refundable fee which shall be submitted to the lead agency for the action or to an agency that could be the lead agency pursuant to § 5-03 of the rules of the Commission, and shall be in the form of a check or money order made out to the "City of New York". The fee for an application shall be as prescribed in the following Schedule of Charges, § 3-02 of these rules. The fee for modification for an action, which modification is not subject to § 197-c of the New York City Charter shall be twenty percent of the amount prescribed in the Schedule of Charges for an initial application. The fee for any modification for an action, which is subject to § 197-c of the New York City Charter shall be the amount set forth in the Schedule of Charges (§3-02) as if the modification were an initial application for the action. Where the fee for an application is set pursuant to § 3-02(a), and the square footage of the proposed modification is different from the square footage of the original action, the fee for an application for the modification shall be based upon the square footage of the modified action or as set forth in § 3-02(b), as determined by the lead agency.

Agencies of the federal, state or city governments shall not be required to pay fees, nor shall a neighborhood, community or similar association consisting of local residents or homeowners organized on a non-profit basis be required to pay fees, if the proposed action for purposes of CEQR review consists of a zoning map amendment for an area of at least two blocks in size, in which one or more of its members or constituents reside. Fees shall be paid when the application is filed, and these fees may not be combined in one check or money order with fees required pursuant to other land use applications submitted to the Department of City Planning or the City Planning Commission. No application shall be processed by the lead agency until the fee has been paid and twenty-five copies of the application have been filed with the lead agency.

§ 3-02 Schedule of Charges

(a) Projects measurable in square feet (Square Footage of Total Project).

Less than 10,000 sq. ft.	\$460
10,000 to 19,999 sq. ft.	\$1,350
20,000 to 39,999 sq. ft.	\$2,940
40,000 to 59,999 sq. ft.	\$5,465
60,000 to 79,999 sq. ft.	\$8,195
80,000 to 99,999 sq. ft.	\$13,660
100,000 to 149,999 sq. ft.	\$27,325
150,000 to 199,999 sq. ft.	\$47,815

200,000 to 299,999 sq. ft.	\$71,415
300,000 to 499,999 sq. ft.	\$128,545
500,000 to 1,000,000 sq. ft.	\$192,820
Over 1,000,000 sq. ft.	\$314,225

(b) Projects not measurable in square feet

(Ex. bus franchises)	\$1,880
Type II Actions	\$110

(c) Supplemental Fee for Environmental Mitigation

In addition to all other applicable fees as set forth above, a supplemental fee of \$8,000 shall be required for CEQR applications filed on or after July 1, 2009, for which a restrictive declaration to ensure compliance with project components related to the environment and/or mitigation of significant adverse impacts will be executed.

FEES FOR APPLICATIONS PURSUANT TO CITY CHARTER § 197-C AND OTHER APPLICATIONS

Except as specifically provided in this section, every type of application listed in Section 3.07, Schedule of Charges, made on or after [Insert effective date], shall include a non- returnable fee which shall be paid by check or money order made out to the City of New York.

The fee of an initial application, or for a modification, renewal or follow-up action, shall be as prescribed in the following Schedule of Charges, provided that if an applicant simultaneously submits applications for several actions relating to the same project, the maximum fee imposed shall be two hundred percent of the single highest fee. However, an additional fee shall be charged for any application later filed in relation to the same project, while such project is pending review and determination.

Agencies of the federal, state or city governments shall not be required to pay fees nor shall any fees be charged if a neighborhood, community or similar association consisting of local residents or homeowners organized on a non-profit basis applies for a zoning map amendment for an area of at least two blocks in size, in which one or more of its members or constituents reside.

SCHEDULE OF FEES FOR ULURP APPLICATIONS

Effective 3/24/11

Chapter 3 of Title 62 of the Rules of the City of New York

§ 3-07 Schedule of Charges

(a) Applications for Special Permits and Zoning Map amendments pursuant to Section 197-c of the City Charter:

(1) Applications for special permits:

For special permits, the total amount of floor area, or in the case of open uses, area of the zoning lot:

Less than 10,000 square feet	\$2,040
10,000 to 19,999 square feet	\$3,100
20,000 to 39,999 square feet	\$4,080
40,000 to 69,999 square feet	\$5,215
70,000 to 99,999 square feet	\$6,125
100,000 to 239,999 square feet	\$6,805
240,000 to 500,000 square feet	\$17,765
over 500,000 square feet	\$29,485

For this purpose, the amount of floor area shall be calculated based upon the floor area for the entire development or enlargement.

(2) Applications for zoning map amendments, the area of all zoning lots in the area to be rezoned:

Less than 10,000 square feet	\$2,190
10,000 to 19,999 square feet	\$3,250
20,000 to 39,999 square feet	\$4,310
40,000 to 69,999 square feet	\$5,445
70,000 to 99,999 square feet	\$6,425
100,000 to 239,999 square feet	\$7,105
240,000 to 500,000 square feet	\$18,445
over 500,000 square feet	\$30,620

(b) Applications for changes to the City Map, Landfills:

Except for applications to eliminate a mapped but unimproved street from the property of an owner-occupied, one- or two-family residence, for which no fee shall be charged, fees are as follows:

Elimination of a mapped but unimproved street	\$1,740
Establishment of a Landfill	\$3,400
Any other change in The City Street Map	\$5,445

(c) Applications for franchises and revocable consents:

(1) Applications pursuant to §197-c of the City Charter – \$3,400

(2) Enclosed sidewalk cafes pursuant to New York City Administrative Code section 20-225: \$55 per seat/minimum of \$1360

(d) Applications for amendments to the text of the Zoning Resolution pursuant to Section 201 of the City Charter –\$5,445

(e) Applications for zoning certifications and zoning authorizations:

(1) For certification for public school space pursuant to Section 107-123 of Article X, Chapter 7 (Special South Richmond Development District) of the Zoning Resolution, the fee shall be \$160.

(2) Pursuant to Article VI, Chapter 2 (Special Regulations Applying in The Waterfront Area), Article X, Chapter 5 (Natural Area District), Article X, Chapter 7 (Special South Richmond Development District) and Article XI, Chapter 9 (Special Hillside Preservation District) of the Zoning Resolution.

Certifications For an application for one zoning lot with no more than two existing or proposed dwelling units and no commercial or community facility use.... \$380

For all other applications the fee for each zoning lot shall be \$430.

Authorizations For an application for one zoning lot with no more than two existing or proposed dwelling units and no commercial or community facility use\$755

For all other applications with no commercial or community facility use, the fee shall be based upon the number of dwelling units being proposed, in the amount of \$830 per dwelling unit, however, in cases of open uses, the fee shall be based upon the area of the zoning lot, and in cases of community facility or commercial uses, the fee shall be based upon the total amount of floor area, as follows:

Less than 10,000 square feet	\$1,060
10,000 to 19,999 square feet	\$1,590
20,000 to 39,999 square feet	\$2,040
40,000 to 69,999 square feet	\$2,645
70,000 to 99,999 square feet	\$3,100
100,000 square feet and over	\$3,400

(3) Pursuant to §95-04 (Transit Easements) of the Zoning Resolution -- \$270

(4) Pursuant to all other sections of the Zoning Resolution:

Total amount of floor area, or in the case of open uses, area of the zoning lot:

Less than 10,000 square feet	\$1,060
10,000 to 19,999 square feet	\$1,590
20,000 to 39,999 square feet	\$2,040
40,000 to 69,999 square feet	\$2,645
70,000 to 99,999 square feet	\$3,100
100,000 square feet and over	\$3,400

In the case of a transfer of development rights or floor area bonus, the fee shall be based upon the amount of floor area associated with such transfer or bonus.

(f) Modifications, follow-up actions and renewals

(1) The fee for an application which requests a modification of a previously approved application, where the new application is subject to § 197-c of the New York City Charter, shall be the same as the current fee for an initial application, as set forth in this Schedule of Charges.

(2) The fee for an application which requests a modification of a previously approved application, where the new application is not subject to § 197-c of the New York City Charter, shall be one-half of the current fee for an initial application, as set forth in this Schedule of Charges.

(3) The fee for a follow up action under the Zoning Resolution, or a restrictive declaration or other legal instrument shall be one-quarter of the amount prescribed in this Schedule of Charges for an initial application.

(4) The fee for the renewal of a previously approved enclosed sidewalk cafe shall be one-half of the amount prescribed in this Schedule of Charges for an initial application.

(5) The fee for the renewal pursuant to Section 11-43 of the Zoning Resolution of a previously approved special permit or authorization which has not lapsed shall be one-half of the amount prescribed in this Schedule of Charges for an initial application.

(g) Supplemental Fee for Large Projects

In addition to all applicable fees as set forth above, a supplemental fee shall be required for the following applications:

Applications that may result in the development of 500,000 to 999,999 square feet of floor area	\$80,000
Applications that may result in the development of 1,000,000 to 2,499,000 square feet of floor area	\$120,000
Applications that may result in the development of at least 2,500,000 square feet of floor area	\$160,000

§ 3-08 Natural Feature Restoration Fee

In the event that an application, pursuant to §§105-45, 107-321, 107-65, and 119-40 of the Zoning Resolution, for the restoration of trees that have been removed or topography that has been altered without the prior approval of the City Planning Commission pursuant to §§105-40, 107-60, 119-10, 119-20, or 119-30 of the Zoning Resolution is filed, the fee for such application shall be \$.10 per square foot, based upon the total area of the zoning lot, but in no case to exceed \$18,900.00.

This section shall not apply to developments for which zoning applications have been approved by the City Planning Commission prior to January 6, 1983 and for which an application for a building permit has been filed prior to January 6, 1983.

§ 3-09 Fee for Zoning Verification

The fee for a request that the Department of City Planning verify in writing the zoning district(s) in which a property is located shall be \$110 per request. Each zoning verification request shall be made in writing, and shall include the address, borough, tax block and lot(s) of the property. Each separate property shall be a separate request; however, a property comprised of multiple contiguous tax lots shall be treated as a single request.

Source: NYC Department of City Planning

APPENDIX 11: LOCAL LAW 34 – DOING BUSINESS DATA FORM



Doing Business Data Form: Real Property Transactions

To be completed prior to distribution	
Agency: _____	Submission Date: _____
Transaction ID: _____	
Check One: <input type="checkbox"/> Competitive Solicitation (P)	<input type="checkbox"/> Application or Award (A)
Check One: <input type="checkbox"/> Acquisition	<input type="checkbox"/> Disposition
<input type="checkbox"/> Leasing to City	<input type="checkbox"/> Leasing from City

Any entity participating in a transaction for the acquisition or disposition of real property with the City of New York must complete a Doing Business Data Form (see Q&A sheet for more information). Please either type responses directly into this fillable form or print answers by hand in black ink, and be sure to fill out the certification box on the last page. **Submission of a complete and accurate form is required for any entity to enter into a real property transaction.**

This Data Form requires information to be provided on principal officers, owners and senior managers. The name, employer and title of each person identified on the Data Form will be included in a public database of people who do business with the City of New York; no other information reported on this form will be disclosed to the public. **This Data Form is not related to the City's VENDEX requirements.**

Please return the completed Data Form to the City office that supplied it. Please contact the Doing Business Accountability Project at DoingBusiness@cityhall.nyc.gov or 212-788-8104 with any questions regarding this Data Form. Thank you for your cooperation.

Section 1: Entity Information

Entity Name: _____

Entity EIN/TIN: _____

Entity Filing Status (select one):

- Entity has never completed a Doing Business Data Form. *Fill out the entire form.*
- Change from previous Data Form dated _____. *Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.*
- No Change from previous Data Form dated _____. *Skip to the bottom of the last page.*

Entity is a Non-Profit: Yes No

Entity Type: Corporation (any type) Joint Venture LLC Partnership (any type)
 Sole Proprietor Other (specify): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone : _____ Fax : _____

E-mail: _____

Provide your e-mail address and/or fax number in order to receive notices regarding this form by e-mail or fax.

Section 2: Principal Officers

Please fill in the required identification information for each officer listed below. If the entity has no such officer or its equivalent, please check "This position does not exist." If the entity is filing a Change Form and the person listed is replacing someone who was previously disclosed, please check "This person replaced..." and fill in the name of the person being replaced so his/her name can be removed from the *Doing Business Database*, and indicate the date that the change became effective.

Chief Executive Officer (CEO) or equivalent officer

This position does not exist

The highest ranking officer or manager, such as the President, Executive Director, Sole Proprietor or Chairperson of the Board.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

This person replaced former CEO: _____ on date: _____

Chief Financial Officer (CFO) or equivalent officer

This position does not exist

The highest ranking financial officer, such as the Treasurer, Comptroller, Financial Director or VP for Finance.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

This person replaced former CFO: _____ on date: _____

Chief Operating Officer (COO) or equivalent officer

This position does not exist

The highest ranking operational officer, such as the Chief Planning Officer, Director of Operations or VP for Operations.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

This person replaced former COO: _____ on date: _____

For information or assistance, call the Doing Business Accountability Project at 212-788-8104.

Section 3: Principal Owners

Please fill in the required identification information for all individuals who, through stock shares, partnership agreements or other means, **own or control 10% or more of the entity**. If no individual owners exist, please check the appropriate box to indicate why and skip to the next page. If the entity is owned by other companies, those companies do **not** need to be listed. If an owner was identified on the previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list any individuals who are no longer owners at the bottom of this page. If more space is needed, attach additional pages labeled "Additional Owners."

There are no owners listed because (select one):

- The entity is not-for-profit There are no individual owners No individual owner holds 10% or more shares in the entity
 Other (explain): _____

Principal Owners (who own or control 10% or more of the entity):

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

Remove the following previously-reported Principal Owners:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

For information or assistance, call the Doing Business Accountability Project at 212-788-8104.

Section 4: Senior Managers

Please fill in the required identification information for all senior managers who oversee any of the entity's real property transactions with the City. Senior managers include anyone who, either by title or duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any real property transaction with the City. **At least one senior manager must be listed, or the Data Form will be considered incomplete.** If a senior manager has been identified on a previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list individuals who are no longer senior managers at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Senior Managers."

Senior Managers:

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

Remove the following previously-reported Senior Managers:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Certification

I certify that the information submitted on these four pages and _____ additional pages is accurate and complete. I understand that willful or fraudulent submission of a materially false statement may result in the entity being found non-responsible and therefore denied future City awards.

Name: _____

Signature: _____ Date: _____

Entity Name: _____

Title: _____ Work Phone #: _____

Return the completed Data Form to the agency that supplied it.

For information or assistance, call the Doing Business Accountability Project at 212-788-8104.



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APPENDIX 12: NYCEDC BACKGROUND INVESTIGATION FORM



**Internal Background
Investigation Questionnaire**

THIS FORM IS FOR:

- Contracts under \$100,000,
- Land Sales, Leases, Licenses, Permits,
- NYCIDA Projects and any Discretionary Reviews

New York City Economic Development Corporation • New York City Industrial Development Agency • Apple Industrial Development Corp.
110 William Street, New York, NY 10038

INSTRUCTIONS FOR COMPLETING NYCEDC INTERNAL BACKGROUND INVESTIGATION QUESTIONNAIRE

1. Please submit, with this Questionnaire, the organizational documents for the submitting business entity.

2. For purposes of completing this Questionnaire, the following defined terms shall have the meanings given to them below (unless provided otherwise with respect to specific questions in the Questionnaire):

“Affiliate” – A Person is “affiliated with” or an “affiliate” of another Person if the Person controls, is controlled by or is under common control with that other Person.

“Applicant” – The submitting business entity.

“Control” – A Person controls another Person if the Person (i) owns ten percent (10%) or more of the voting interest or has a ten percent (10%) or greater ownership interest in that other Person or (ii) directs or has the right to direct the management or operations of that other Person or (iii) is a member of that other Person’s Board of Directors*.

“Executive Officer” – Any individual who serves as chief executive officer, chief financial officer, or chief operating officer of the Applicant, by whatever titles known, and all other executive officers of Applicant.

“Family Member” – With respect to a particular Person, includes spouse, children, grandchildren, parents, parents-in-law, brothers, sisters, brothers-in-law, sisters-in-law, and all family members living in the same household as such Person (except if such individuals are minors).

“Person” – Any individual, corporation, partnership, joint venture, sole proprietorship, limited liability company, trust or other entity.

“Principal” – each of the following Persons is a Principal of the Applicant and must be identified in Section B, Part 1 on page 2 of the Questionnaire.

- Executive Officers
- Persons that “Control” the Applicant
- For Limited Liability Companies, ALL members
- For Partnerships, ALL general partners and ALL partners performing on the contract or able to bind the Partnership

*For a not-for-profit corporation, ONLY the Chairperson of the Board of Directors and any director who is also an employee of Applicant needs to be considered for purposes of determining “Control” under this clause (iii).

SECTION A

The following questionnaire is to be completed by Persons desiring to do business with the New York City Economic Development Corporation or the New York City Industrial Development Agency or Apple Industrial Development Corp.

This form may be duplicated for additional space. **PLEASE COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY.**

Refer to attached instruction sheet for specific instructions and definitions of terms required to complete this Questionnaire.

BUSINESS NAME: _____ EIN/SSN: _____

BUSINESS ADDRESS: _____ City _____ State _____ Zip Code _____

BUSINESS TELEPHONE: _____ TYPE OF ENTITY: _____

BUSINESS FAX: _____ BUSINESS E-MAIL: _____

SECTION B

I. PRINCIPALS OF APPLICANT

PRINCIPAL NAME	TITLE	HOME ADDRESS	PERCENTAGE OF VOTING INTEREST	PERCENTAGE OF OWNERSHIP	DATE OF BIRTH	SOCIAL SECURITY NUMBER/EMPLOYER IDENTIFICATION NUMBER
(1)			%	%		
(2)			%	%		
(3)			%	%		
(4)			%	%		
(5)			%	%		

II. FAMILY MEMBERS OF EACH INDIVIDUAL PRINCIPAL

Note: Only the following Family Members need to be identified in this Section B. Part II:

- Spouse
- Family Members who are employed by, are officers of or have a less than 10% voting or ownership interest in the Applicant
- Family Members who are directly or indirectly providing services and/or supplies with respect to the subject project (e.g. consultants, subcontractors, suppliers or an employee thereof)

PRINCIPAL NAME	IMMEDIATE FAMILY MEMBER	RELATIONSHIP TO PRINCIPAL	HOME ADDRESS
(1)			
(2)			
(3)			
(4)			
(5)			

SECTION B (Continued)

PROVIDE A DETAILED RESPONSE TO ALL QUESTIONS CHECKED "YES" ON THE FOLLOWING PAGE

NO	YES	
<input type="checkbox"/>	<input type="checkbox"/>	1. Does the Applicant or any Principal have any Affiliates? If yes, please identify the Affiliates, with SSN/EIN and respective addresses, and describe the nature of the affiliation, on the following page.
<input type="checkbox"/>	<input type="checkbox"/>	2. In the past 7 years, has the Applicant, any Principal, or any entity affiliated with the Applicant (each of the foregoing individually, a "Subject Person" and collectively, the "Subject Persons") been adjudicated bankrupt or placed in receivership, filed bankruptcy, or is any Subject Person currently the subject of any bankruptcy or similar proceedings? If yes, please explain on the following page.
<input type="checkbox"/>	<input type="checkbox"/>	3. In the past 5 years, has any Subject Person been a plaintiff or defendant in any civil proceeding (including any court and federal, state and local regulatory agency proceedings) other than a domestic relations proceeding (e.g., divorce, separation, support, alimony, maintenance, adoption, custody)? If yes, please identify all adjudicated, settled and pending lawsuits on the following page.
<input type="checkbox"/>	<input type="checkbox"/>	4. In the past 5 years, has any Subject Person or any Family Member identified in Section B, Part II (a "Subject Family Member"): <ul style="list-style-type: none"><input type="checkbox"/> • been disqualified as a bidder, or defaulted or terminated, on a permit, license, concession, franchise, lease, or other agreement with the City of New York or any governmental agency? If yes, please explain on the following page.<input type="checkbox"/> • failed to file any required tax returns or to pay any applicable federal, state, or New York City taxes or other assessed New York City charges or fines, including but not limited to water and sewer charges and administrative fees? If yes, please explain on the following page.
<input type="checkbox"/>	<input type="checkbox"/>	5. In the past 10 years, has any Subject Person or any Subject Family Member used an EIN, SSN, name, trade name, or abbreviation other than the name or number provided in response to Section A or Section B, Part I or II of this Questionnaire or provided in response to question 1 above, as the case may be? If yes, please specify on the following page.
<input type="checkbox"/>	<input type="checkbox"/>	6. In the past 5 years, has any Subject Person, any Subject Family Member, any Affiliate of any Subject Family Member or any managerial employee of Applicant: <ul style="list-style-type: none"><input type="checkbox"/> • been the subject of any criminal investigation and/or civil anti-trust investigation (by any federal, state or local prosecuting or investigative agency) and/or investigation by any governmental agency (including, but not limited to federal, state and local regulatory agencies)? If yes, please explain on the following page.<input type="checkbox"/> • had any judgment, injunction or sanction obtained against it in any judicial or administrative action or proceeding other than a domestic relations proceeding or motor vehicle proceeding? If yes, please explain on the following page.
<input type="checkbox"/>	<input type="checkbox"/>	7. In the past 10 years, has any Subject Person, any Subject Family Member, any Affiliate of any Subject Family Member or any managerial employee of Applicant been convicted, after trial or by plea, of any criminal offense and/or are there any felony or misdemeanor charges pending against any of them? If yes, please explain on the following page.

Section C – IDENTIFICATION OF PROPERTY INTERESTS

1. **Identify Project Property:**

Block & Lot(s): _____

Street Address: _____

Borough of _____

2. The following, together with attachment(s) hereto, if any, is a complete list of properties in which any of the Subject Persons or any of the Subject Family Members have an ownership interest and which are located in the City of New York, together with a statement as to each such property of any current arrears in real estate taxes, sewer rents, sewer surcharges, water charges or assessments due and owing to the City of New York.

PROPERTY OWNED IN THE CITY OF NEW YORK

PROPERTY OWNER	BOROUGH	BLOCK/LOT	STREET ADDRESS	DATE OF PURCHASE	AMOUNT OF ARREARS	TYPE OF ARREARS

SECTION C (Continued)

PROVIDE A DETAILED RESPONSE TO ALL QUESTIONS CHECKED "YES" ON THE FOLLOWING PAGE

- | NO | YES | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | 3. In the past 5 years, has any Subject Person or any Subject Family Member, been a former owner of the Project Property? |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Is any Subject Person or any Subject Family Member a tenant of the City of New York? If yes, please list below: Agency, Borough, Block, Lot, Account Number, Monthly Rent, and Current Balance. |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. Has any Subject Person or any Subject Family Member previously purchased property from the City of New York? If yes, please list below: Agency, Borough, Block, Lot, Sale Date, Parcel Number, and Closing Date. |
| <input type="checkbox"/> | <input type="checkbox"/> | 6. Does any Subject Person or any Subject Family Member have a mortgage with the City of New York? If yes, please list below: Agency, Borough, Block, Lot, Account Number, Principal Amount, Monthly Installment, and Current Balance. |

Section C (Continued)

INDICATE QUESTION # BELOW PROVIDE A DETAILED EXPLANATION TO ALL QUESTIONS CHECKED "YES". IF YOU NEED MORE SPACE, PHOTOCOPY THIS PAGE AND ATTACH IT TO THIS QUESTIONNAIRE.

CERTIFICATION

A FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE OR ANY FALSE INFORMATION WILLFULLY OR FRAUDULENTLY SUBMITTED IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE APPLICANT NOT RESPONSIBLE WITH RESPECT TO THE PRESENT PROJECT OR FUTURE PROJECTS INVOLVING THE NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION, THE NEW YORK CITY INDUSTRIAL DEVELOPMENT AGENCY, APPLE INDUSTRIAL DEVELOPMENT CORP. AND THE CITY OF NEW YORK AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, _____, being duly sworn, state that I have read and understand the items contained in the foregoing 8 pages of this questionnaire and _____ pages of attachments, if any, and that, having made due inquiry, I supplied full, complete, and truthful answers to each item therein to the best of my knowledge, information and belief; that I will notify the New York City Economic Development Corporation, the New York City Industrial Development Agency, or Apple Industrial Development Corp., as the case may be, in writing of any change in circumstance occurring after the submission of this Questionnaire and before (i) the execution of any contract or agreement with any of them and/or the City of New York and (ii) in the case of an agreement to purchase or enter into a ground lease for real property and/or a financing through or straight lease or retention transaction with the New York City Industrial Development Agency, the closing of the transaction; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the New York City Economic Development Corporation, the New York City Industrial Development Agency, or Apple Industrial Development Corp., as the case may be, will rely on the information supplied by me in this Questionnaire as an inducement to enter into a contract or agreement and to close a transaction with the Applicant.

Sworn to me

This _____ Day of _____ 200 _____

Name of Applicant

Notary Public

By: _____
Signature of Authorized Person

Print Name and Title of Authorized Person

Date