



THE CITY OF NEW YORK
OFFICE OF THE MAYOR
NEW YORK, NY 10007

July 2011

Dear Friends:

I am pleased to join my Administration's economic development team in issuing our formal Request for Proposal (RFP) for an applied sciences campus in New York City.

The responses to our Requests for Expressions of Interest were outstanding, and the feedback we received helped to shape the contents of this RFP. We received 18 proposals from 27 institutions around the world, all of which recognize this unique opportunity to partner with New York City on building and sustaining an elite applied sciences institution. New York is already home to the best science and technology workforce in the world. This project will be an engine of growth, spurring private investment and attracting even more talent and capital to our research and development community.

Investing in science and technology is critically important to our City's continued economic vitality. New York has always been the destination of choice for innovators and pioneers from around the world, and our City is taking decisive action to ensure that such innovation remains at the core of our increasingly diverse economy. We appreciate your interest, and we look forward to reading your proposal for establishing your institution here in the world's greatest city.

Sincerely,

A handwritten signature in black ink that reads "Michael R. Bloomberg".

Michael R. Bloomberg
Mayor

EXECUTIVE SUMMARY

Following the strong response to a Request for Expressions of Interest issued in December 2010 (the “RFEI”), New York City Economic Development Corporation (“NYCEDC”) is now issuing this Request for Proposals (this “RFP”), offering a unique opportunity either to develop a new applied sciences academic and research facility and campus or to materially expand existing facilities in the City of New York (the “City”). To maintain its economic diversity and remain competitive in the 21st Century economy, the City must expand its applied sciences capabilities, and as a global business and academic capital with more than 626,000 post-secondary students, it is poised to do so.

For a university or other degree-granting entity (each, an “Institution”) with academic and/or research programs in the applied sciences, this RFP provides an unparalleled opportunity to develop (or expand) and operate a premier, state-of-the-art research facility and campus in one of the most dynamic academic, cultural and business environments in the world.

NYCEDC is seeking an Institution, individually or jointly with one or more other Institutions and/or one or more other organizations, to build and operate a new applied sciences academic and research facility or to materially expand and operate existing applied sciences facilities in the City (the “Project”). NYCEDC is seeking proposals (each, a “Proposal”) for a Project that prioritizes those fields in the applied sciences that lend themselves to commercialization, which will result in job growth in the City. Joint ventures and consortia proposals are welcome.

It is anticipated that the Project may be built in phases with a discrete first phase (the “First Phase”) serving as a catalyst for the completion of all subsequent phases (“Full Build”). A competitive response to this RFP must accomplish the following goals (the “Project Goals”):

- Create a world-class applied sciences academic and research facility;
- Develop research that will lead to the formation and expansion of companies in the City and the attraction of companies to the City, in industries that demonstrate the most potential for growth;
- Create construction and permanent jobs and generate tax revenue in the City;
- Develop a financially self-sustaining campus;
- Contribute to diversifying the City’s economy by expanding its applied sciences sector; and
- Become an integral part of the fabric of the City, connecting with both local and City-wide residents through programming and employment opportunities.

As one of the world’s largest and most diverse economies, the City has numerous potential benefits to offer Institutions developing the Project, including:

- Access to the world’s top talent, including over 700,000 tech workers,
- Membership in a vibrant, collaborative research culture in one of the most diverse communities in the world,
- Proximity to international financial markets and investors, and
- A rapidly growing innovation economy with an unparalleled core of 100 academic and research institutions.

In addition, the City proposes to make a significant contribution to the Project in the form of capital funds, development sites and other support.

Each respondent to this RFP, either an individual or a team, is referred to herein as a “Respondent”. The Respondent ultimately selected to undertake the Project is referred to herein as the “Developer”.

Respondents may propose to locate the Project on one of the three sites described in this RFP proposed to be made available by the City (each, a "City-Offered Site") or any other site located in the City (an "Alternate Site"). Any of the City-Offered Sites would be made available under a 99-year ground lease, for nominal rent, with the potential for a purchase option on two of the sites.

It is anticipated that a Developer will be selected by the end of 2011.

PROJECT CONTEXT: THE VALUE OF THE CITY

There are many reasons that people from around the world come to the City. As a home to world-class academic and research institutions as well as a multitude of established and growing industries, the City is always on the cutting-edge. It is the natural place for a U.S.-based Institution to expand, and an unparalleled gateway for an international Institution to enter the U.S.

NYC is the global epicenter of talent with clusters in both academia and business.

The City is renowned for its more than 100 academic and research institutions, which enroll over 626,000 post-secondary students, including more than 4,200 graduate engineering students. The City's world-class universities have produced 38 Nobel Laureates, and an additional 84 Nobel Laureates have roots here.

The City's metro area GCP is approximately 1.2 trillion dollars (comparable in size to the GDP of India), with a diverse economic base: there are 4 sectors with over 300,000 jobs and 11 sectors with over 100,000 jobs. The City has strong clusters in established industries - such as media, finance and business services - of unparalleled depth and quality. The City is home to more global Fortune 500 companies than any other U.S. city. Moreover, 168 banks from 50 countries have business operations here, and 18 of the top 20 foreign branches of international banks have their U.S. headquarters in the City.

In NYC, business, academia and government work collaboratively to contribute to a vibrant research culture.

The City's institutions collaborate and share resources to achieve world-leading results. By way of example, the New York Structural Biology Center is a consortium of the City's preeminent biomedical research institutions that developed a not-for-profit cooperative to provide advanced instrumentation for structural biology, becoming the model in the U.S. for sharing high-end resources.

The City is also home to 9 startup incubators developed in partnership with the City, local academic institutions and businesses to provide cutting edge resources and support to entrepreneurs across sectors.

NYC universities have access to large philanthropic donor pools and research-related funding.

Universities in the City can rely not only on the City's philanthropic organizations and foundations, but also on alumni, government and industry to raise funds for capital projects, research and student resources. On average, universities in the City each raise over \$400 million in donations annually. In addition, institutions based in the City receive \$1.3 billion in annual funding from the National Institute of Health ("NIH"), the second highest amount among all cities in the U.S. for NIH funds.

NYC is where faculty and researchers want to live, work, and play.

The population of the City is expected to approach 9 million in the coming years. People want to live in the City, work in the City and raise their families in the City – making it the perfect place to attract top-tier faculty and students. The City is investing billions in new schools, housing and open space and it has incredible museums, theaters, restaurants and parks. In 2009 alone, 48.7 million tourists visited the City. Our extensive mass transit network and three major airports mean traveling in, around and to and from New York is a breeze. Finally, New York City is the safest big city in the U.S.

PROJECT GUIDELINES

Each Respondent must propose the development of an academic and research facility and campus for applied sciences (the “Applied Sciences Facility”), in one or more phases, and a long-term plan for its operation. The Project must contribute to the diversification of the City’s economic base by creating space and programming for graduate-level education and research in the applied sciences; creating faculty, research and other related jobs; offering degrees in applied sciences fields; and facilitating technology transfer that will leverage the strengths of the Institution(s) involved in the Project to create new commercial ventures, expand existing commercial ventures, attract new businesses and create new jobs in the City.

Respondents should take into consideration that the Developer will be expected to:

- Construct the Applied Sciences Facility on a specific timeline;
- Enroll students and hire faculty and staff;
- Establish academic programs and conduct research in the applied sciences;
- Create links between industry and academia to ensure that research is applied or translated for use in various business sectors and/or the creation of new commercial ventures in the City; and
- Develop an operating model that covers all operating costs without further City support.

As further described in the Submission Requirements section of this RFP, each Respondent must explain how its Proposal accomplishes the Project Goals stated in the Executive Summary.

Respondents

RFEI Respondents

Any Institution that responded to the RFEI may be a Respondent to this RFP. Any Institution that responded to the RFEI either as a single Institution or as part of a consortium is considered a respondent to the RFEI and may respond to this RFP. Consortia that responded to the RFEI may change membership, either through addition or attrition, and they will still be considered a respondent to the RFEI and may respond to the RFP. Each Respondent must include at least one Institution that currently offers master’s or doctoral degrees in one or more applied sciences fields.

General

Institutions that did not respond to the RFEI must meet the following criteria in order to be considered a Respondent (in the case of consortia, the lead Institution, at a minimum, must qualify under all of the following criteria):

- **Ranking:** Rank either 1) in the top 50 of the U.S. News & World Report 2011 Rankings: U.S. Graduate Engineering Schools (as listed in [Appendix L](#)), 2) in the top 100 of the U.S. News & World Report 2011 Ranking: World’s Best Engineering and IT Universities (as listed in [Appendix M](#)), or 3) in the top 100 of the 2010 Academic Ranking of World Universities: Engineering/Technology and Computer Sciences (as listed in [Appendix N](#)).
- **Endowment:** Have an endowment of at least one billion dollars (\$1,000,000,000) or demonstrate comparable financial backing from a governmental entity (for example, through a letter of financial support from a national government).
- **Scale:** Have a track record of demonstrated expenditures at a minimum of seventy-five million dollars (\$75,000,000) annually on research in fields related to the academic program proposed in its Proposal.

Consortia

A Respondent to this RFP may include more than one Institution as well as one or more other organizations, using the following guidelines:

- NYCEDC prefers that any Respondent that is otherwise based outside of the United States include at least one Institution that is based in the United States.
- In addition, as explained more fully in the Submission Requirements of this RFP, a Respondent that includes more than one Institution should identify which Institution will serve as the lead for the purposes of communications and contracting and describe the structure and process for control, decision-making, contracting, communications and accountability.
- Institutions are allowed to join as part of multiple consortia, but no Institution is allowed to be the lead for more than one Response, either on their own or as part of a consortium.

Academic and Research Programs

Applied sciences encompass a wide range of fields of study, all of which may be appropriately included among the programs based at the Applied Sciences Facility. However, Proposals that emphasize engineering, chemistry, physics, environmental science and/or computer science are preferred. Inter-disciplinary programs are encouraged. Proposals that emphasize bio-technology as the academic and/or research focus of the Applied Sciences Facility will be given a lower priority, but will still be considered.

The academic program at the Applied Sciences Facility must include master's and/or doctoral programs in one or more applied sciences fields, with degrees granted by one or more of the Institutions involved in the Project. Respondents may also propose to provide undergraduate education if necessary to support the overall program. However, the focus of the Project is on the economic development potential of the Applied Sciences Facility, which is believed to be maximized by master's and doctoral degree-granting programs. Proposals that maximize that focus are preferred. It is anticipated that a significant number of full-time tenured / tenure-track faculty and students, sufficient to create a critical mass adequate to create a vibrant campus, will be proposed.

Commercialization

Respondents should be able to demonstrate the commercialization potential of research associated with the mix of applied sciences proposed. The Project should include programs and activities to support and encourage commercial applications and ventures and a culture of entrepreneurship, such as technology transfer centers, business incubators, and/or corporate research and development facilities. Proposals should address methods for retaining such commercial activity and the related jobs in the City.

Applied Sciences Facility

It is anticipated that the Applied Sciences Facility may be developed in phases with a discrete First Phase serving as a catalyst for the Full Build. Respondents are encouraged to include a critical mass of development in the First Phase (i.e. at least 250,000 square feet; enough space to support a significant number of faculty and students) and include at least 1,000,000 square feet of development in the Full Build, with a corresponding increase in the number of faculty and students. The Developer will be required to continue to operate at the scale achieved at the completion of each stage of construction.

Uses

The majority of space constructed or renovated in the First Phase and Full Build of the Applied Sciences Facility must be for academic or research use. Academic or research use includes teaching space, wet and dry labs, and associated conference facilities, offices and administrative space, amongst other uses.

Ancillary uses such as retail, public space, recreational facilities, student housing and faculty housing may be proposed, especially insofar as they would enhance the research and educational facilities, provide revenues that would have the effect of diminishing the need for City subsidies, and enhance the Project as an amenity to the surrounding community.

Neighborhood Context

The Project should be designed with the surrounding City context in mind and exhibit sensitivity to existing uses. Particular attention should be paid to vehicular and pedestrian circulation, massing, view corridors, and streetscaping.

Green Building

NYCEDC supports green building, also referred to as sustainable design, as well as active design, which uses architectural and urban design strategies to promote public health and increase physical activity in daily life. Proposals should seek to enhance the energy-efficiency of buildings, minimize the use of raw materials, make the best use of natural light where appropriate, improve indoor air quality, provide efficient and sustainable outdoor spaces, and minimize the total impact on the natural and human environment. The goal of green building and active design is to reduce the negative impact buildings have on the health of the environment and communities as well as to create a healthy indoor and outdoor environment for occupants through integrated design, best practices and emerging technologies. While green development and active design certainly convey benefits to the natural, human and built environments, they can also reduce long term operating costs through increased energy efficiency.

The Project will be required to comply with Local Law 86 (“LL86”) which requires LEED Silver construction for applicable portions of the Project and implementation of other sustainable design measures (such as energy and water use reductions). For more information, see <http://www.nyc.gov/html/oec/html/green/green.shtml>.

Project Location

Each Respondent must clearly identify the site proposed for the Project. As stated above, a Respondent may propose either a City-Offered Site or an Alternate Site.

City-Offered Sites

The City proposes to make available, pursuant to a ground lease of up to 99 years, for nominal rent, one of the following City-Offered Sites:

- Navy Hospital Campus in Brooklyn Navy Yard, Brooklyn (the “BNY Site”)
- Goldwater Hospital Campus on Roosevelt Island, Manhattan (the “RI Site”)
- Historic Buildings and Sites for New Construction at Governors Island, Manhattan (the “GI Site”)

There is potential for an end of term purchase option at either the BNY site or the RI Site, which may also be for a nominal value.

The BNY Site, RI Site and GI Site are more particularly described in Appendix A, Appendix B and Appendix C, respectively. The location of the City-Offered Sites is illustrated in *Exhibit A*.

Alternate Sites

Respondents may propose locating the Project at an Alternate Site comprising existing buildings and/or land. An Alternate Site may be a site owned or controlled by a private party, a site owned or controlled by a governmental entity other than the City, or a site that the City or an entity controlled by the City owns or controls (other than the City-Offered Sites). An Alternate Site must be located within the City’s five boroughs.

As stated in the Submission Requirements section of this RFP, if a Respondent proposes locating the Project on an Alternate Site, the Respondent will be responsible for negotiating all terms of the lease or purchase agreement and any and all other agreements required for use of the Alternate Site for the Project and all of the material terms of these agreements must be disclosed. If the owner of the Alternate Site joins in the submission of the Proposal as a member of the

Respondent Team (as defined below) the Proposal should describe the owner's role and financial involvement in the Project.

The Developer will be required to show the ability to gain site control with, at a minimum, an option to purchase or lease, before the Predevelopment Agreement (defined below) can be executed – NYCEDC anticipates entering into the Predevelopment Agreement with the Developer by the end of 2011. And prior to entering into a Funding Agreement (defined below) with the City the Developer will be required to demonstrate long-term control of the site with, at a minimum, a 49-year leasehold interest. Further details on submitting a Proposal for a Project on an Alternate Site are provided in Appendix D.

Respondents interested in proposing an Alternate Site may wish to consult NYCEDC's website (www.nycedc.com/CBD), which has descriptions of several central business districts ("CBDs") located throughout the City, each of which may be attractive for the location of the Project. These CBDs have been growing over the last several years in response to growth across many industry sectors. The descriptions provide key facts for each CBD and include one or more example sites located within each. Copies of the CBD descriptions are also included in the Site File (as defined below). These CBDs and example sites are provided for the convenience of potential Respondents only and in no way indicate their desirability, availability or suitability for the Project. Neither the City nor NYCEDC makes any representation regarding any of the example sites.

City-Controlled Sites

 Sites



 NYCEDC

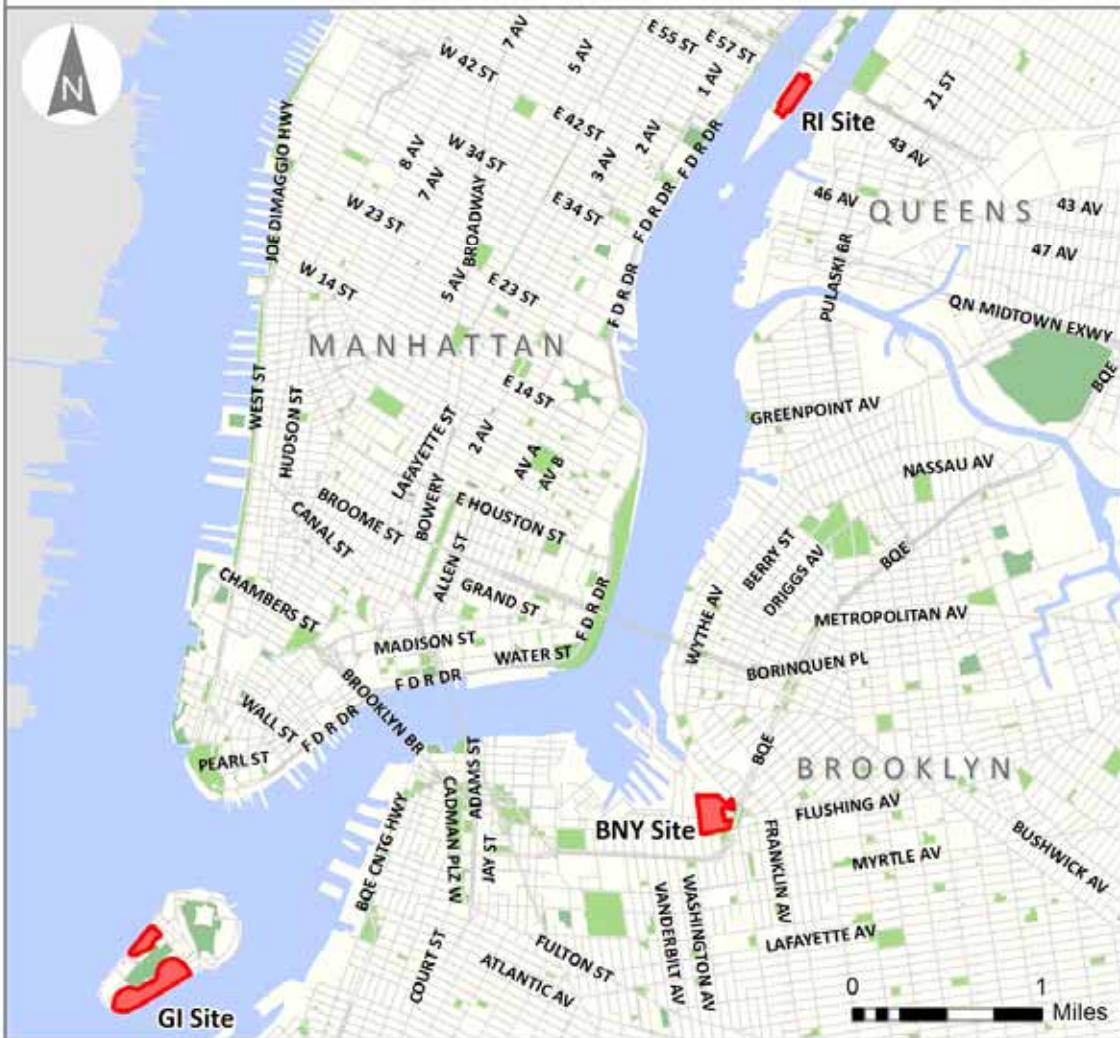


Exhibit A – Location of City-Offered Sites

CITY SUPPORT

The City intends to make significant investments to facilitate this important Project as described herein.

City-Offered Site

As stated previously, the City proposes to make available any of the City-Offered Sites under a lease with a term of up to 99 years, for nominal rent. The BNY Site and the RI Site also offer the potential for an end-of-term purchase option, which may also be for a nominal value. Respondents should note that the City cannot currently offer a purchase option on the GI Site.

City Capital

The City also intends to make a capital contribution of up to approximately \$100 million in connection with the Project (the “Capital Award”), with the schedule of disbursement of funds to be determined and contingent on agreed-upon deliverables or achieved milestones. Respondents should assume that, at most, the Capital Award will be disbursed on a dollar for dollar basis with the Developer’s expenditures (e.g. *pari passu* up to the approximately \$100 million Capital Award). The Capital Award would be paid on a reimbursement basis pursuant to a Funding Agreement, a form of which is provided in the Site File (the “Funding Agreement”). The amount of City resources that are required under each Proposal will be a factor in the review of the Proposals. Preference will be given to those Proposals that minimize the aggregate amount of subsidy from the City.

As contemplated, the Capital Award will be available only for expenses eligible for City investment under applicable law (“Capitally Eligible Expenses”). Capitally Eligible Expenses are defined in the Funding Agreement as “Eligible Project Costs” and may include design, infrastructure construction or building construction costs, amongst other items. NYCEDC will assist the Developer in identifying the Capitally Eligible Expenses within the Developer’s Project budget. The City cannot fund non-capital operating items such as rent, maintenance, or other operating expenses.

At the BNY Site and RI Site

The City has undertaken significant site investigations and site planning for the BNY Site and the RI Site (see Site File for reports and other information) to identify infrastructure work within and outside of the bounds of these sites that may need to be performed to facilitate the development of the Project.

Based on these investigations and related work, the City has identified a limited scope of work at each of the BNY Site and the RI Site that a Respondent may request that NYCEDC perform (the “Off-Site Work Scopes”). In general, the Off-Site Work Scopes include off-site infrastructure improvements required to support the Full Build. The individual scope items and costs for each Off-Site Work Scope are detailed in the respective City-Offered Site Appendix and in the Site File. If the Developer elects to have NYCEDC perform all or a part of the applicable Off-Site Work Scope, the Capital Award will be reduced, dollar for dollar, by the cost associated with the work to be performed by NYCEDC.

At the GI Site

The City has also undertaken significant site investigations and site planning work for the GI Site (see Site File for reports and other information) to identify infrastructure work within and outside of the bounds of the GI Site that may need to be performed to facilitate the development of the Project.

Based on these investigations and related work, the City has identified a limited scope of work at the GI Site that may be required to support the Project (the “GI Off-Site Work Scope”). The GI Off-Site Work Scope cannot be constructed by the Developer and will instead, if required by the

Project, be completed by the City or NYCEDC. The total expected cost of the GI Off-Site Work Scope is \$82 million and such cost, if the work is required by the Project, will be deducted on a dollar for dollar basis from the Capital Award.

Other Benefits

Members of the Bloomberg administration are prepared to work with the Developer to raise money from philanthropic and other sources, though the Developer will be solely responsible for the Project financing. Additionally, the City expects to assist with publicity and public relations efforts, particularly around the launch of the Project and other significant milestones. The City is also willing to explore other efforts to promote the commercialization efforts of the Project.

Financing and Incentives

The City, the State of New York, NYCEDC, and other governmental agencies offer a variety of economic development benefits that may be available to the Project. Information on potential incentive programs can be found in Appendix E. NYCEDC will assign a staff-person with expertise in City and State incentives to explore potential benefits of interest.

SUBMISSION REQUIREMENTS

Respondents must submit the materials described in this Section to respond to this RFP. Each of the numbered sections outlined below should be separated by a tab that is clearly labeled. Text pages of all submission documents, including appendices and supporting documents, should be on 8 ½" x 11" white paper, or formatted to fold within the 8 ½" x 11" format. Pagination of the document should be easy to follow. Please submit twenty (20) bound copies of the submission and two (2) electronic versions of the submission on either a USB flash drive or on CD. All electronic submissions should be in searchable PDF format; please provide Section 5 "Financials" in both Excel and PDF format.

1. Respondent Information

1.01 – Institution(s)

Describe each Institution that will be involved in the Project, including, for each such Institution, a brief description of its history, current campus(es), governance and management structure, relevant faculty and student body information, relevant educational and research programs, financial aid and scholarship programs, the percentage of students that receive aid, recent record of hiring faculty and staff, and the Institution's recruitment and admissions policies.

1.02 – Team Member Information

If more than one entity is submitting the Proposal, identify all of the entities that are jointly submitting the Proposal as the Respondent. For each such entity, provide a brief description of its history, organizational structure, mission or line of business and ownership or governance.

In addition, identify all other members of the development team for the Project (together with the entities submitting the Proposal, the "Respondent Team"). Identify each team member's relationship to the Project, including, without limitation, what the team member's role is expected to be and whether agreements stipulating its relationship to the Project and to the Respondent have been or will be formalized and executed. Respondent Team members may include, but are not limited to, architects, developers, engineers, consultants, construction managers and property owners. Please provide relevant background information concerning each member of the Respondent Team, including the relevant experience of all principals and of the staff committed for the Project. Each member entity of the Respondent must complete and submit the NYCEDC Background Investigation Form, a copy of which is attached as Appendix F.

1.03 – Decision-Making Structure

For each Respondent, please describe the governance, organizational and decision-making structure, identify the lead entity and lead negotiators, and define the roles and responsibilities of each Respondent Team member with respect to decision-making for all phases of the Project including negotiations with NYCEDC and the City, predevelopment work/contract period, construction, and ongoing operations. For ongoing operations, please describe the decision-making structure with respect to staffing, programs offered, research and funding, enrollment and the granting of degrees.

1.04 – Contact Information

For each Respondent, provide the name, address, telephone number, fax number, and email address of the individual who will be authorized to act on behalf of the Respondent and who is available to answer questions or requests for additional information.

1.05 – Development & Fundraising Experience

Identify and briefly describe any recent campus development or expansion projects completed by the Institution(s) submitting the Proposal. For each project described in this section, please describe the development team, project purpose, scale, financing and outcome.

For each Institution submitting the Proposal, describe the Institution's capital campaigns during the last ten years, including capital amount (targeted and achieved), length of campaign, and campaign completion date (targeted and achieved).

1.06 – Institutional Decision-Making

For each Institution submitting the Proposal, describe the process by which the Institution will gain internal approvals necessary to proceed with the Project. Describe any steps taken to date with respect to the Proposal, including presentations to relevant boards of directors/trustees, discussions with critical personnel, roll-out to key faculty and staff, and other steps as applicable. Please clearly identify and provide a timeline for the major milestones and steps involved in gaining all required approvals. The Respondent should note that a stream-lined Institutional decision-making process showing commitment to the Project is preferred.

1.07 – Community Relations Record

For each Institution submitting the Proposal, describe key programs in which the Institution engages, either alone or together with local organizations/entities, that enhance the community within which the Institution is located (e.g. partnerships with local schools, public events/lecture series, etc.).

1.08 – Entrepreneurship – Institutional Culture and Operations

For each Institution submitting the Proposal, provide the detailed information described below concerning its entrepreneurship culture and operations, particularly as it pertains to talent retention, facilitating startup formation (both through the Institution's technology transfer office and through other programs), intellectual property ("IP") licensing and industry collaboration.

- Talent Retention:
 - Describe existing programs to encourage applied sciences students (undergraduate and graduate) to take and create jobs near the existing campus(es) (e.g. working with local employers to provide research opportunities, summer jobs and internships). Please include the percentage of students that stay in the vicinity of the Institution (~20 miles from campus) after graduation.
- Company Formation: General Entrepreneurship (Non-proprietary IP) – the following information should address the Institution's approach to and metrics with respect to entrepreneurship outside and apart from the work done by the Institution's technology transfer office.
 - Describe the Institution's approach to general entrepreneurship (non-proprietary IP) for doctoral candidates, researchers and faculty, including:
 - Culture: What does the Institution do to encourage entrepreneurship at all levels (e.g. tenure reviews, research funding, policies regarding student and faculty rights to intellectual property and ability to engage in entrepreneurial business activity either during or during breaks from teaching and research duties)?
 - Training: Are there courses, as part of formal education or extracurricular education, that encourage faculty, students and others affiliated with the Institution to act as entrepreneurs?
 - Mentorship: Are there services provided to link faculty, students and others affiliated with the Institution to successful entrepreneurs and industry?
 - Incentives: Are there contests, workshops or other programs that are provided by the Institution to help support entrepreneurship and the development of commercial ventures?
 - Describe real estate or incubators the Institution(s) manages or that are located near the campus(es) to provide space and support to entrepreneurs, including a description of programming.

- Provide details concerning the funding obtained by faculty, students and others affiliated with the Institution for commercial ventures in the last year, and on average for the last five years (dollar amount per venture, size of funding pool, number of funds tapped, location of funder and funded entity, etc.) broken out by:
 - Early stage funding,
 - Grants, and
 - Other types of funding.
- Unique and distinctive best practices related to the Institution's approach to general entrepreneurship.
- General entrepreneurship statistics – fill in the chart below and distinguish between bioscience related companies, and non-bioscience related companies:

		Past Year	5 Year Average
Number of licenses granted	Bio-Science		
	Non Bio-Science		
Amount of licensing revenue generated	Bio-Science		
	Non Bio-Science		
Number of patents obtained	Bio-Science		
	Non Bio-Science		
Number of spin-off companies created	Bio-Science		
	Non Bio-Science		
Average number of employees working at spin-offs	Bio-Science		
	Non Bio-Science		
Number of spin-offs that stay in a 20 mile radius of the campus(es)	Bio-Science		
	Non Bio-Science		

- Description and contact details, including name, phone, email, and address, for 3 start-ups considered “success stories” created outside of the Institution's technology transfer office that remained near campus.
- Company Formation: Technology Transfer – the following information should address the Institution's approach to and metrics around entrepreneurship through the work done by the Institution's technology transfer office.
 - State the mission of the Institution's technology transfer office.
 - Describe the Institution's current technology transfer process, including:
 - Staff (number, qualification/experience in technology transfer),
 - Annual operating budget for the technology transfer program,
 - Institutional philosophy concerning license revenues versus equity,
 - Provide details concerning the funding obtained by faculty, students and others affiliated with the Institution for commercial ventures in the last year, and on average for the last five years (dollar amount per venture, size of funding pool, number of funds tapped, etc.) as broken out by:
 - Early stage funding,
 - Grants, and
 - Other types of funding.
 - Institutional view on the impact of technology transfer on the tenure process, and
 - Unique and distinctive best practices related to the Institution's technology transfer process.
 - Describe the results of your current technology transfer process over the last year and on average over the last 5 years, including the following technology

transfer statistics – fill in the two charts below distinguishing between bioscience related companies, and non-bioscience related companies:

		Past Year	5 Year Average
Number of licenses granted	Bio-Science		
	Non Bio-Science		
Amount of licensing revenue generated	Bio-Science		
	Non Bio-Science		
Number of patents obtained	Bio-Science		
	Non Bio-Science		
Number of spin-off companies created	Bio-Science		
	Non Bio-Science		
Average number of employees working at spin-offs	Bio-Science		
	Non Bio-Science		
Number of spin-offs that stay in a 20 mile radius of the campus(es)	Bio-Science		
	Non Bio-Science		

	Past Year		5 Year Average	
Size of licensing company (number of employees)	Number of licenses granted	Amount of licensing revenue generated	Number of licenses granted	Amount of licensing revenue generated
1-50				
51-250				
251-1000				
1000+				

- Description and contact details, including contact name, phone, email, and address, for 3 start-ups considered “success stories” created through the Institution’s technology transfer office that remained near campus.
- Business Expansion/Attraction/Partnerships
 - Describe the Institution’s approach to working with both local and non-local existing companies, including:
 - Culture: What does the Institution do to encourage student and faculty placement with existing companies?
 - Training: How does the Institution reach out to existing companies to offer continuing education and training to the employees of the company?
 - Mentorship: Are there services provided to link faculty, students and others affiliated with the Institution to successful businesses?
 - Incentives: Are there contests, workshops or other programs that are provided by the Institution to help support existing businesses?
 - Unique and distinctive best practices related to the Institution’s approach to working with existing businesses, including collaboration and research partnerships.
 - Description and contact details, including name, phone, email, and address, for businesses, which have grown as a result of the collaboration and relationship with the Institution.

- Description and contact details, including name, phone, email, and address, for businesses that have relocated their facilities or a portion of their facilities to be in proximity to the Institution as a result of collaboration with the Institution.

1.09 – Research Capabilities and Track Record

For each Institution submitting the Proposal, provide detailed information concerning its basic research culture and operations. Include the detail requested below, including success stories, current program details and any other general information indicating the ability of the Institution(s) in scientific research.

- Describe the process by which research flows from scientific research through to applied science and eventually develops into a licensable technology or spin-off companies.
- Detail funding sources for sponsored research support by funding source (e.g. NSF, NIH, DOE, other federal funding, state funding, private research & development funding, etc.) including dollar amounts for the last 3 years, types of research funding was used for, metrics used to evaluate research, success of funded research, total dollar amount of sponsored research, associated percentage of the Institution's operating budget accounted for by sponsored research, and any other relevant information.
- Indicate the percentage of full-time faculty in science and engineering fields who are members of the National Academy of Sciences, the National Academy of Engineering or international equivalents.

2. Property Interest & Structure

2.01 – Site

Identify the site for the Project, either a specific City-Offered Site or an Alternate Site. Where applicable, each Respondent should indicate the area of land that it proposes to lease or purchase and any other property rights that may be required (licenses, easements, etc.).

If a Respondent proposes locating the Project on a City-Offered Site, the Respondent should indicate the required term of the lease as well as any other desired interest in the City-Offered Site after the term of the lease has expired, including, for example, a potential purchase option. A Respondent that proposes a purchase option of the City-Offered Site at the end of the lease term should propose all material terms and conditions of such an option. Respondents should note that the City cannot currently offer a purchase option for the GI Site.

If a Respondent proposes locating the Project on an Alternate Site, the Respondent must provide in the Proposal all proposed material terms and conditions for its lease or purchase of the Alternate Site. The Developer of an Alternate Site will be required to show the ability to gain site control with, at a minimum, an option to purchase or lease, before the Predevelopment Agreement (defined below) can be executed. Prior to entering into a Funding Agreement with the City the Developer will be required to demonstrate long-term control of the site with, at a minimum, a 49-year leasehold interest.

2.02 – Site Control Structure

Identify the entity that will enter into a lease or other agreement with respect to the selected City-Offered Site or Alternate Site. If the Respondent includes multiple entities, explain the proposed transaction structure, including, for example, whether a developer will master lease the site and sublease it to one or more of the Institutions involved in the Project, whether any Institutions involved in the Project will sublease a portion of the Applied Sciences Facility from any other Institution or whether a jointly owned or controlled entity will be formed to lease or purchase the site.

3. Proposed Project

3.01 – Project Narrative

Provide a detailed narrative describing the Project. The narrative should describe each phase of the Project in detail, including a description of, and timeline for, completing the Full Build and each intermediate phase. The narrative should provide a compelling vision of the Project.

For each of the First Phase and Full Build, the narrative should describe the following elements:

- Program
 - Specific educational and research focus(es) within the applied sciences,
 - Degree granting authority sought and required,
 - Accreditations sought and/or required,
 - Programs to be offered,
 - Relationship of the Applied Sciences Facility to the main campus of the Institution (or the main campuses of the Institutions involved in the Project, as applicable),
 - Number of students (by type: undergraduate, graduate, doctoral), faculty and staff,
 - Faculty details, including hiring plan, target number of tenured and contracted faculty, target number of new faculty hires and existing faculty who will visit or otherwise have a role at the Applied Sciences Facility, target number of principal investigators, the interaction between faculty at the Applied Sciences Facility and faculty at the Institution's (or Institutions') other campus(es), and other relevant information, and
 - Amount of sponsored research anticipated at the Applied Sciences Facility (by type: governmental funding, foundation grants, corporate funding, etc.) and organized by sources and uses.

- Development
 - Size of the proposed development, in the aggregate and segregated by use, measured in gross square feet, rentable square feet and zoning square feet calculated in accordance with the Zoning Resolution of the City of New York, see: <http://www.nyc.gov/html/dcp/html/zone/zonetext.shtml> ("Zoning Resolution"),
 - Anticipated use of the available land (and buildings, if applicable), and
 - Approach to a phased development including land acquisition strategy (if applicable) and build time period.

3.02 - Building the Innovation Economy of the City

Describe the entrepreneurship program proposed for the Project, highlighting technology transfer, promotion of general entrepreneurship and the retention of talent in the City, and focusing on startup formation, IP licensing for local use, and industry collaboration. The description should indicate the types of support (in terms of programs, allocation of built space, legal assistance, faculty oversight, etc.) that will be provided to faculty, students and others affiliated with the Institution(s), and how that will lead to the creation and retention of new companies and jobs in the City.

- Talent Retention: Describe programs the Respondent envisions creating in the City to encourage students to take and create jobs near the existing campus.
- Company Formation: General Entrepreneurship: Describe Respondent's plans for creating and promoting a culture of entrepreneurship, including similarities or differences to the current strategies and efforts of the Institution(s) at its/their current campus(es).
- Company Formation: Technology Transfer: Describe Respondent's plans for technology transfer and IP licensing in the City, specifying any support to be sought from the City.
- Company Expansion: Describe Respondent's plans for working with existing businesses in the City and helping these existing businesses to grow, for example, through collaboration and research partnerships.

3.03 – Relationship to the Surrounding Community

Describe the anticipated benefits to the surrounding community of the Project and to disadvantaged communities Citywide, including any programs that would be targeted to or open to local community members, expected educational opportunities for local students (at all grade levels), amongst others. Respondents may reference existing programs they expect to replicate, if applicable.

3.04 – Project Leadership

Identify key leadership and faculty that would be involved in the Project's operations. Describe the proposed management structure and each individual's role and explain how the management of the Project would interact with the existing management of the Institution(s).

3.05 – Architecture and Design

Provide a description of the design approach for the Project, speaking to phasing issues where necessary. The description should explain the design intent behind the proposed massing, campus layout, landscape plan, and architecture of any new construction. The description should indicate square footages and building heights proposed, by use where appropriate.

Provide conceptual architectural design drawings and renderings of the Project which, at a minimum, are adequate for public review under CEQR and ULURP. These drawings should clearly indicate any phasing plan. The conceptual drawing package should include site plans, elevations, sections, typical floor plans, renderings, a pedestrian and vehicular circulation plan and an open space/landscape plan. Drawings must indicate the graphic scale. Please clearly label all drawings.

3.06 – Timeline

Provide a targeted timeline for undertaking each phase of the development, covering the period from the execution of the Predevelopment Agreement (as defined below) through stabilization of the Full Build.

In addition provide a timeline, which could be attached to the Predevelopment Agreement as an appendix and to which the Respondent could commit as a condition in the Lease, for undertaking each phase of the development, covering the period from the execution of the Predevelopment Agreement (as defined below) through stabilization of the Full Build.

The timelines should expressly contemplate all approvals processes that will be required for the Project including required accreditation, required internal approvals, design processes, and financing and fundraising processes, amongst others. A description of the City approvals required for the Project is included in the appendices describing the specific City-Offered Sites.

3.07 – Construction

Provide a construction staging plan for the First Phase and each subsequent phase of the Project through Full Build. The construction staging plan should seek to minimize any impacts on the public and the surrounding area.

3.08 – Vision and Commitment

Keeping in mind the Project Goals, answer the following questions:

- Why are the applied science fields of study proposed by the Respondent optimal?
 - Respondent's answer to this question might include the following discussion topics, amongst others: What is the long term outlook of these proposed fields of study? What are the macro forces in applied sciences research that convince the Respondent that the proposed fields are ripe for significant advancement and deserving of investment? How will the Institution(s) adapt to changes in the

proposed fields of study? Why are the proposed fields of study a good fit for the City? How do they help achieve the Project Goals? What is the commercialization potential of the proposed fields of study?

- What is the relationship of the Project to the main campus(es) of the Institution(s) involved in the Project? How does this relationship help achieve the Project Goals?
 - Respondent's answer to this question might include the following discussion topics, amongst others: Will faculty and students rotate to the Applied Sciences Facility from the main campus(es) or will they be permanently based there? Will the faculty be tenured or tenure-tracked? Will the Project have its own enrollment and endowment? Will the Project involve a new separate degree granting institution? How will academic and research work at the main campus(es) be coordinated with that of the Project, if at all? Will there be a distinction between research and work that takes place in each location? Will the Project be administered separate from the main campus(es)?
- Commitments
 - In what form or manner can the Respondent provide assurances that the Institution(s) will continue to focus on applied sciences in the long run?
 - In what form or manner can the Respondent provide assurances that the Institution(s) will continue to focus on commercialization efforts, business creation and technology transfer in the long run?
 - In what form or manner can the Respondent provide assurances that the Project will be constructed to Full Build?
 - How does the Respondent propose to memorialize these commitments so that the Applied Sciences Facility has the freedom to evolve as necessary but the City has firm, binding and enforceable commitments guaranteeing that the Project Goals will be accomplished?

4. Infrastructure and Access Plan

Respondents should provide:

- A narrative of all site infrastructure work anticipated,
 - The narrative should be broken down by infrastructure item (roadwork, utilities, etc.), development phase and location,
 - Respondent should relate the utility requirements of the proposed Applied Sciences Facility to the anticipated infrastructure improvements,
 - For the BNY Site and the RI Site, the narrative should describe the portions of the relevant Off-Site Work Scope that the Respondent requests NYCEDC perform, and
 - For the GI Site, the narrative should describe the portions of the GI Off-Site Work Scope required by the Project, noting that this work must be performed by the City or NYCEDC.
- Cost of infrastructure work broken down by utility, development phase and location (off site / on site), and
- A diagram/engineering plan for the First Phase and Full Build illustrating the infrastructure plan narrative. For City-Offered Sites, the plan must note which, if any, elements of the relevant Off-Site Work Scope the Respondent requests NYCEDC to perform.

5. Financials

5.01 – First Phase Sources and Uses

Submit a detailed development sources and uses table for the First Phase (for both construction and permanent financing), including:

- A detailed description of proposed equity and debt sources including letters of interest and/or intent from lenders, fundraising campaign details, and other information to indicate the feasibility of the proposed sources,
- A description of the expected status of sources as of the execution of the lease for a City-Offered Site or the execution of a Funding Agreement for a Project at an Alternate Site (e.g., capital campaign percentage achieved, traditional debt commitments, etc.),
- The City capital commitment required, noting what portion, if any, of the relevant Off-Site Work Scope the Respondent is requesting that NYCEDC perform, and
- A detailed construction budget for the First Phase, breaking out all costs on a trade by trade basis and detailing any soft costs and fees. The construction budget must break out the Respondent's infrastructure costs.

5.02 – Full-Build Sources and Uses

Submit a development sources and uses table for Full Build (for both construction and permanent financing), including:

- A description of proposed equity and debt sources, and
- A detailed construction budget for Full Build breaking out hard costs, soft costs and fees.

Note that the Respondent should not assume additional financial support from the City beyond the City Capital Award.

5.03 – Cash Flow

Submit a 30-year pro forma cash flow for the Project (including construction and operations cash flows). Please note:

- Respondents must outline all assumptions on which the pro forma is based. Specifically, Respondents must include a table for all financing assumptions, construction assumptions and operations assumptions,
- Respondents must include a table indicating the funding sources for all operating costs, and
- The cash flows should be submitted electronically in Excel format and should link to the assumptions section on which all calculations are based. The document should not be hardcoded.

Note that the Respondent should not assume additional financial support from the City beyond the City Capital Award.

5.04 – Financial Statements

Please provide the previous three years of audited financials for the following entities:

- The Institution or Institutions, and
- Other members of the Respondent Team contributing equity to the Project.

6. Zoning

Respondents must describe any desired rezoning proposed for the site it selects for the Project. Respondents must provide a zoning analysis showing how the Project complies with any potential zoning actions, including any permits or authorizations that will be required.

7. Green Building / Sustainable Design

Respondents must submit a green-building plan identifying what level of LEED Certification will be achieved, in compliance with the applicable requirements of LL86. The cost of such green-building as well as its long-term benefits (e.g., lower operating costs) must be factored into

Respondent's financial analysis. Respondent must include all exterior campus and site work in the green building plan analysis.

The following components are required as part of the Respondent's green building plan:

- A narrative describing the Project's sustainable design goals and a declaration of commitment to incorporate specific criteria into the overall Project design,
- A completed LEED Scorecard identifying each credit the Project will seek to achieve and the level of certification that will be sought. Describe the specific steps that will be taken and proposed technologies the Project will use to achieve each credit and provide an estimate of the total incremental cost for each LEED category (e.g. water efficiency), keeping in mind that many strategies and credits are inter-related, and
- Statement of experience of the applicable members of the Respondent (or Respondent Team, as applicable) that will develop and implement the specific steps that will be taken to achieve the LEED objectives. The statement should describe these members' specialized experience in the field of sustainable building design and demonstrate an ability to integrate sustainability into the Project through experience with the LEED certification system. At least one member must be LEED accredited and have demonstrated experience in constructing and monitoring performance in similar projects.

To ensure compliance with the green-building plan, regular progress reports will be required throughout the design, due diligence, and pre-development phases of the Project.

8. MWBE Utilization Plan

NYCEDC is dedicated to furthering the participation of minority and women-owned businesses ("MWBE") in its work. Respondents must submit a plan to address MWBE participation in the Project (the "MWBE Utilization Plan"). The MWBE Utilization Plan must include, but not be limited to:

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

Businesses that have been certified as being women- or minority-owned by the Port Authority of New York and New Jersey may be eligible to receive expedited certification from the City's Department of Small Business Services ("DSBS") after completing the DSBS "Expedited Certification Affidavit", which may be obtained by calling DSBS at (212) 513-6311.

9. HireNYC Program Plan

Respondents must submit a HireNYC Plan, as more particularly described in Appendix G.

10. Local Law 34

All entities that are doing or seeking to do business with the City, as well as their principal officers, owners and senior managers, must follow the procedures established in Local Law 34 of 2007 (as it may be amended from time to time, "LL 34"). In order to avoid the actual or appearance of a link between governmental decisions and large campaign contributions, lower municipal campaign contribution limits apply to any person listed in the Doing Business Database. Transactions covered by LL 34 include most contracts, concessions, franchises and grants greater than \$5,000, economic development agreements, real property transactions, land use actions and pension investment contracts. Respondents that submit proposals for any of these transactions must complete an agency-supplied Doing Business Data Form before their

proposals can be considered or awards made. Each Respondent must complete a Doing Business Data Form for each entity submitting the Proposal and submit an original copy of each such form as part of the Respondent's Proposal. A copy of the Doing Business Data Form is provided in [Appendix H](#).

11. Project Agreements

Attached as [Appendix I](#) is a form of Predevelopment Agreement (the "Predevelopment Agreement"). Included in the Site File (defined below) is a form of Funding Agreement, a form of Lease (the "Lease"), a form of Assignment (the "Assignment") and a form of License (the "License") which will be attached to the Predevelopment Agreement (if applicable). The Predevelopment Agreement, Funding Agreement, Lease, Assignment and License constitute the core transaction documents and are collectively referred to as the "Project Agreements". It is expected that the Project Agreements will be fully negotiated at the point NYCEDC selects a Developer.

Each Respondent must provide the requested information for, and indicate all desired edits, if any, to the Project Agreements. The Project Agreements are intended solely as a basis for further non-exclusive discussions with respect to the terms of the Project and are not intended to be, nor do they constitute, a legally binding obligation on the part of the City, NYCEDC or any other party affiliated with the City. The terms set forth therein should not be construed as including all of the material terms and conditions to be set forth in the subsequent, formalized Project Agreements. No legally binding obligation shall be created, implied or inferred until each of the Project Agreements, reflecting the transaction-specific terms and terms set forth herein and including customary provisions, is fully executed and delivered by all necessary parties thereto. As stated below, Proposals will be evaluated based, in part, on the nature and substance of any and all terms and conditions in the Project Agreements that a Respondent proposes, modifies or objects to, and the reasons given therefor. Note that for a Project located at:

- the BNY Site or the RI Site, the Project Agreements are expected to include a Predevelopment Agreement, Funding Agreement, Lease, License and Assignment.
- the GI Site, the Project Agreements are expected to include a Predevelopment Agreement, Funding Agreement, Lease and License.
- an Alternate Site, the Project Agreements will include the Predevelopment Agreement and the Funding Agreement.

12. Statement of Agreement

Respondents must submit a notarized statement signed by an authorized principal or officer of the Respondent stating that the Respondent has read this RFP and the Appendices fully and agrees to the terms and conditions set forth herein. See [Appendix J](#) for an example of such a statement.

SELECTION CRITERIA

NYCEDC will lead a committee to review the Proposals and select the Developer using the criteria in this section. All information provided as part of the Submission Requirements will be factored into the selection criteria below, as appropriate. NYCEDC may also share one or more Proposals and other information with an advisory committee of academic leaders, scientists, engineers and business leaders, amongst others (“Advisory Committee”).

Economic Impact and Feasibility - 40%

Proposal Quality

Each Proposal will be judged on the overall quality of the Proposal and the extent to which the Project achieves the Project Goals. Particular attention will be given to the academic, research and technology-transfer programs proposed, as well as the faculty and staffing plan proposed.

Project Commitments

Each Proposal will be judged on project quality, potential to have positive impacts on the City’s economy (e.g. through commercialization and job creation potential of programs proposed) and likelihood of success, measured in part by the firm, binding and enforceable commitments made by the Respondent (or Respondent Team members, as appropriate) including, but not limited to:

- Project scale,
- Uses proposed for site,
- Type of applied sciences proposed & academic plan,
- Type and level of degrees offered,
- Technology transfer plan, and
- Project timeline & phasing.

Proven Net New Growth

Proposals will be judged on the amount of economic development that is spurred by the City’s proposed contributions to the Project, and that would not have occurred but for the proposed contributions of the City.

Site Control & Project Transaction Structure

Each Proposal will be judged on the extent to which the Proposal demonstrates site control (if an Alternate Site is proposed) and proposes a viable Project transaction structure. Each Respondent’s comments to the Project Agreements will strongly inform the committee’s opinion of the strength of the Project’s proposed transaction structure.

Financial Plan

Respondents will be judged on their capacity to finance the Project and on the amount of the requested capital contribution from the City.

Economic Impact on the City

Each Proposal will be judged on its economic impact on the City at large. Primarily, it is expected that this impact falls into the following three categories:

- Fiscal Impact – The impact on City tax revenues,
- Direct Jobs – The creation of new jobs related to construction and operations of the Project, and
- Diversification of the City’s Economy – The creation of jobs in the known -- and the unknown -- growth sectors of the City’s economy. For known sectors, each Proposal will be judged on how well it trains students for the sector and contributes to the growth of the sector in the City. For unknown sectors, each Proposal will be judged on the steps Respondent proposes to take to anticipate and/or bring about research and the discovery

of new growth sectors and take full advantage of the opportunities in these new sectors as they arise.

Respondent's Qualifications & Track Record – 40%

Institutional Quality

The Institution(s) will be judged on its/their record of excellence in the applied sciences and its/their support of entrepreneurial pursuits and technology transfer. The following criteria will be scrutinized:

- Faculty quality in the applied sciences fields proposed to be included in the academic and research programs at the Applied Sciences Facility, technology transfer record, and private and public research funding,
- Strength of applied sciences programs as measured as both a teaching and research institution that has generated significant technology transfer, and
- Job placement and achievements of graduates and faculty members in starting, significantly impacting, and working in entrepreneurial businesses, particularly those proximate to the Institution, and in the applied sciences fields proposed for the Project.

Respondent Team Qualifications & Track Record on Similar Projects

The Respondent Team must demonstrate that it has the real estate development and operational experience necessary to complete a high-quality, large scale project in an urban context on a fixed schedule within budgetary limits.

Fundraising Track Record

Respondents will be judged on their demonstrated ability to raise funds independently for projects of a similar scale as the Project.

Institutional Connections to the City - 20%

Relationship to the Community

The Project will be part of a larger local community, both at the neighborhood and City level. Proposals will be judged on how the amenities of the Project, the proposed urban design and proposed partnership programs reach out to the surrounding community and the City's disadvantage residents and promote openness and interaction.

Design and Operational Sustainability Plan

The City is committed to design excellence. Proposals will be judged on quality and innovation in the specific areas of:

- Architecture,
- Urban design, and
- Sustainable design and operations plan.

Hiring and Workforce Development

Each Proposal will be judged on the strength of its M/WBE and HireNYC plans for the Project as well as the number and quality of the new jobs created.

REVIEW & DISPOSITION PROCESS

NYCEDC will review the Proposals and, in connection with its review, may ask follow-up questions, request additional information and/or conduct interviews with one or more Respondents (or Respondent Teams, as applicable). NYCEDC may solicit feedback on portions of the Proposal from the Advisory Committee. NYCEDC's review of the Proposals and its selection of a Developer will be based on the Respondents' Proposals, as may be supplemented or modified by such additional information as NYCEDC may request. NYCEDC also anticipates negotiating the Project Agreements with a shortlist of Respondents (the "Finalists"). NYCEDC may require that Finalists show Institutional commitment to the Project in the form of letters and/or resolutions from the board(s) of directors/trustees of the Institution(s) involved in the Project.

The Respondent with whom NYCEDC and/or any other necessary parties will enter into the Predevelopment Agreement will, as of the date of the execution of the Predevelopment Agreement (the "Predevelopment Commencement Date"), become the Developer. NYCEDC anticipates executing the Predevelopment Agreement, concurrently with the License (if applicable), by the end of calendar year 2011.

The Predevelopment Agreement will identify the conditions precedent to the commencement of the remaining Project Agreements and will obligate each of the parties to take certain actions needed to complete the necessary steps prior to the commencement of the remaining Project Agreements.

All due diligence items and other obligations under the Predevelopment Agreement must be completed at the sole cost and expense of the Developer.

Predevelopment Commencement Date

As more particularly set forth in the Predevelopment Agreement, upon the Predevelopment Commencement Date, the Developer will be required to fund an escrow account to be held by NYCEDC in an amount adequate to pay for all work associated with the City Environmental Quality Review ("CEQR"), the City's Uniform Land Use Review Procedure ("ULURP"), all other required public approvals, and the advancement of, at a minimum, the First Phase development drawings through schematic design (the "Predevelopment Deposit"). Each Respondent must propose the amount of the Predevelopment Deposit in its comments to the Project Agreements. The Developer will be allowed to draw down on the Predevelopment Deposit account to be reimbursed for expenses related to requirements of the Predevelopment Agreement, such as advancing design work, completing due diligence and/or securing approvals. Any unspent portion of the Predevelopment Deposit will be refunded in the event the Predevelopment Agreement terminates for any reason other than a default by the Developer.

For Respondents interested in more information on CEQR and ULURP see <http://www.nyc.gov/html/dcp/html/subcats/landuse.shtml>.

The Developer will also be required to provide a security deposit (the "Security Deposit") at the execution of the Predevelopment Agreement. The security deposit will be non-refundable. Each Respondent must propose an amount for the Security Deposit in its comments to the Project Agreements. At execution of the Lease and/or Funding Agreement, Developer shall increase the amount of the Security Deposit. Developer will be entitled to draw down on the Security Deposit through completion of construction, as further outlined in the Project Agreements. Each Respondent must propose an additional amount to contribute to the Security Deposit at closing.

NYCEDC may, at its sole discretion, retain outside counsel to represent NYCEDC in negotiations with respect to the Project, including, but not limited to, negotiations concerning the Project Agreements. By submitting a Proposal, each Respondent agrees that if it shall be selected as a

Finalist, it (together with each of the other Finalists) shall pay (on a pro rata and per Finalist allocated basis) for all such outside counsel fees and costs of NYCEDC. Each such Finalist shall, promptly upon being notified that it is a Finalist, contribute funds to a replenishing escrow account with an initial balance of \$250,000, from which account NYCEDC, if it retains outside counsel for the Project, may draw funds to cover all fees, costs, and expenses relating to such outside counsel. If the escrow balance drops below \$50,000, each Finalist shall replenish the escrow account with additional funds to restore the escrow account to its initial balance.

Upon execution of the Predevelopment Agreement, the Developer will be required to remit the following non-refundable payments:

- An administrative fee to NYCEDC of \$500,000,
- If a City-Offered Site is proposed, a payment to reimburse NYCEDC for relevant due diligence work performed to date for such City-Offered Site. Respondents proposing use of the BNY Site or the RI Site should assume a reimbursement of up to \$550,000. A due diligence reimbursement payment is not required for Respondents proposing use of the GI Site, and
- CEQR and ULURP Fees (information on ULURP and CEQR fees can be found at <http://www.nyc.gov/html/dcp/html/subcats/landuse.shtml>).

Predevelopment Agreement Term

During the term of the Predevelopment Agreement, the City, NYCEDC, the Developer and any other necessary parties will be required to diligently pursue certain conditions precedent and, when such conditions are met, the remaining Project Agreements will be executed.

The remaining Project Agreements shall be executed upon successful completion of the relevant approvals and upon completion of all other conditions precedent outlined in the Predevelopment Agreement attached as Appendix I.

Due Diligence

Among its other obligations in the Predevelopment Agreement, the Developer will conduct its due diligence on the site selected for the Project. This may include investigations required by the Developer such as additional surveys, title searches, and/or geotechnical analyses. Any and all due diligence items must be prepared at the sole cost and expense of the Developer, and all work product related to the City-Offered Sites shall become the property of NYCEDC upon completion. Developer's due diligence expenses are non-refundable and cannot be used to offset any other payments that may be due under any of the Project Agreements. The Developer may draw down on the Predevelopment Deposit to refund third-party due diligence costs.

Approvals

During the term of the Predevelopment Agreement the Developer will seek approvals required for disposition of the site selected for the Project, with the support of NYCEDC, and any other discretionary actions by the City. For each of the City-Offered Sites the reasonably foreseeable approvals are described in Appendix A, Appendix B and Appendix C.

Financing

During the term of the Predevelopment Agreement, the Developer is expected to secure a source of funds for the First Phase.

Accreditation

During the term of the Predevelopment Agreement, the Developer is expected to take meaningful steps toward securing accreditation of the academic programs to be offered in connection with the Project.

DEVELOPER DUE DILIGENCE

Information provided in the Site File is for general information purposes only. The City and NYCEDC, and their respective officers, employees, and agents, make no representation or warranty and assume no responsibility for the accuracy or completeness of the information set forth in the Site File. All due diligence is the responsibility of the Respondent.

Respondents may review NYCEDC's Site Information File (the "Site File"), containing information regarding the City-offered Sites, prior to submitting a Proposal. The Site File may be purchased for \$500.00 or reviewed in NYCEDC's offices at no charge. To review or purchase the Site File, please send an email request to appliedsciencesrfp@nycedc.com.

General Info

The Site File contains the following general information:

- CBD Descriptions
- Project Agreements not attached to the RFP
 1. Funding Agreement
 2. Lease
 3. License
 4. Assignment

BNY Site

The Site File contains the following information specific to the BNY Site:

- Hunter Roberts Off-Site Work Scope Estimate (Summary and Detail)
- AKRF BNY Site Assessment Study (AKRF BNY Study)
- AKRF BNY Study Attachment A – Reference Documents
 1. FEMA Flood Insurance Rate Map Number 3604970204F
 2. NYSDEC Wetlands Map
 3. Borough President Final Section Map
 4. Brooklyn Navy Yard Sanborn Maps
 5. DEP Water Mapping
 6. DEP Water Mapping in service sheet HWK693W
 7. Sewers and Drains General Plan
 8. U.S. Navy Hospital Annex Infrastructure 1911
 9. Newtown Creek Infiltration and Inflow Map
 10. Williamsburgh Street West As-built
 11. Time Warner Cable Conduit Plates
 12. National Grid As-Built Gas Map
 13. Con Edison Plate 46-R Low Tension
 14. Con Edison Plate 46-S Low Tension
 15. Con Edison Plate 47-S Low Tension
- AKRF BNY Study Attachment B - Analysis and Agency Documentation
 1. Electric Load Letter
 2. Gas Load Letter
- AKRF BNY Study Attachment C – Phase 1 Environmental Site Assessment
- AKRF BNY Study Attachment D – Cumulative Set of Records
 1. Site Description
 - a. Brooklyn Navy Yard Naval Station Deed
 - b. Naval Receiving Station Title Report
 - c. Property Profile Overview
 - d. Final Environmental Impact Statement
 - e. New York City Department of Finance, Office of the City Registrar Parcel Search

- f. New York City Department of Finance, Digital Tax Maps (3)
- g. New York City Planning Commission, Zoning Map
- h. New York State Department of Environmental Conservation, "Finding of Suitability to Transfer"
- i. Boundary Survey, Control Point Associates, Inc.
- j. On-site Building Descriptions provided by NYCEDC
- k. Parsons Brinckerhoff Study dated 2006
- l. Parsons Brinckerhoff 2010 updates
- 2. FEMA Mapping
 - a. FEMA Flood Insurance Rate Map Number 3604970204F
- 3. Geotechnical Conditions
 - a. Boring Record Sheets from Vollmer Associates, LLP dated 10/24/2005
 - b. US Department of the Interior, US Geological Survey
- 4. NYSDEC Wetlands Mapping
 - a. NYSDEC Wetland Map from NYSDEC Website
- 5. Site Circulation
 - a. Brooklyn Navy Yard Visitors Map
- 6. Street Status
 - a. Brooklyn Navy Yard Sanborn Maps (2)
 - b. Final Section Map
- 7. Transportation/Access
 - a. MTA B57 Bus Route
 - b. MTA B62 Bus Route
 - c. MTA Brooklyn Bus Map
 - d. New York City Transit General Notes
 - e. New York City Transit Guidelines for Approval of Projects within the Influence of Existing NYC Transit Structures
 - f. MTA New York City Subway Map
- 8. Water
 - a. NYCDEP Water Maps
 - b. NYCDEP Hydrant Flow Test Results (Flushing Avenue and Williamsburgh Place)
- 9. Combined Sewer
 - a. NYCDEP Local Office Sewer Maps
 - b. NYCDEP Regulator Information
 - c. Yard Sewer and Drains General Plan
 - d. Newton Creek Infiltration/Inflow Analysis Map
 - e. US Navy Hospital Annex Infrastructure dated 1911
- 10. Telecommunications
 - a. Time Warner Cable Conduit Mapping
 - b. Verizon Plates
- 11. Gas
 - a. National Grid Gas Map
 - b. National Grid Gas Plates
- 12. Electric
 - a. ConEdison Service Plates
- Additional NYCEDC Supplied Docs
 - 1. Deed from BNYDC to the City for the Annex (June 2010)
 - 2. Yard Master Lease from the City to BNYDC (1996)
 - 3. Yard Master Lease Amendment (adding BNY Site and other property to the leasehold interest) from the City to BNYDC (June 2010)
 - 4. BNY Urban Renewal Plan (1971)
 - 5. Landmarks Designation of the Naval Hospital (July 1966)
 - 6. Landmarks Designation of the Surgeon's House (November 1976)
 - 7. Tile Report for Annex (July 2004)

8. Baystate Cultural Resources Survey
9. SHPO Letter re Buildings 1, 3, 5, 311 (August 18, 2006)
10. BNY Site Geotechnical Results and Report (August 2011 – to be released)
11. BNY Site Phase 2 Results (August 2011 – to be released)
12. BNY Site Survey – updated and including boundaries and utilities (August 2011 – to be released)

RI Site

The Site File contains the following information specific to the RI Site:

- Hunter Roberts RI Off-Site Work Scope Estimate (Summary and Detail)
- AKRF RI Site Assessment Study (AKRF BNY Study)
- AKRF RI Study Attachment A – Reference Documents
 1. FEMA Flood Insurance Rate Map Number 3604970089F
 2. Record of Borings for Goldwater Hospital Addition
 3. Record of Borings made at the site of Traffic Ramp to Queensboro Bridge
 4. Roosevelt Island Sanborn Maps
 5. NYSDEC Wetlands Map
 6. Borough President Final Section Map R-2
 7. Borough President Alteration Map ACC 30212
 8. Southpoint Park Plan
 9. DEP Water Mapping Grid Number-995212
 10. DEP Water Mapping Grid Number-997217
 11. ST-277 Sanitary Sewer As-built Goldwater Hospital
 12. RIOC Survey Sheet 13 of 15
 13. ST-278 Sanitary Sewer As-built Sports Park to Blackwell
 14. ST-267 Sanitary Sewer As-built Main Street North
 15. ST-268 Sanitary Sewer As-built Main Street North
 16. ST-269 Sanitary Sewer As-built Main Street North
 17. ST-272 Sanitary Sewer As-built Sewer Yard
 18. ST-276 Sanitary Sewer As-built Sub-Aqueous Force Main
 19. ST-273 Sanitary Sewer As-built 35th Avenue Queens
 20. Bowery Bay Inflow and Infiltration Map
 21. Empire City Subway Plates
 22. Power House Diagram
 23. ConEdison Gas Plate R-7
 24. ConEdison Gas Plate R-5
 25. ConEdison Gas Plate R-4
 26. ConEdison Gas Plate R-3
 27. ConEdison Map of Roosevelt Network
 28. ConEdison Low Tension Plate 30-M
 29. ConEdison Low Tension Plate 29-M
 30. ConEdison Low Tension Plate 33-M
- AKRF RI Study Attachment B – Analysis and Agency Documentation
 1. Electric Load Letter
 2. Existing Conditions Sanitary Sewer Survey
 3. Gas Load letter
 4. Potential Conditions Sanitary Sewer Study
 5. Storm Sewer Study
- AKRF RI Study Attachment C – Phase I Environmental Site Assessment
- AKRF Attachment D – Cumulative Set of Records
 1. Site Description
 - b. Coler/Goldwater Power Point Presentation, 2008
 - c. Coler/Goldwater Redevelopment Real Estate and Land Use Issues Memo
 - d. Roosevelt Island General Development Plan, June 13, 2003

- e. Roosevelt Island Main Street Retail Study, October 2009
- f. Goldwater Hospital Building Layout and Square Footage
- g. Roosevelt Island Southtown Final Environmental Impact Statement Volume I, May 1990
- h. NYC Department of Buildings - Property Profile Overview
- i. Roosevelt Island - Sanborn Maps (2)
- j. NYC Department of Finance - Digital Tax Maps (3)
- k. New York City Planning Commission Zoning Maps (3)
- 2. Seawall Conditions
 - a. Roosevelt Island Seawall Study
- 3. FEMA Mapping
 - a. FEMA Flood Insurance Rate Map Number 3604970089F
- 4. Hazardous Materials
 - a. HHC Asbestos Survey Report and Management Plan
- 5. NYSDEC Wetlands Mapping
 - a. NYSDEC Wetland Mapping
- 6. Street Status
 - a. Borough Presidents Final Street Maps
- 7. Transportation/Access MTA Manhattan Bus Map
 - a. MTA Subway Construction and Design Maps
 - b. New York City Guidelines for Approval of Projects within the Influence of Existing New York City Transit Structures
 - c. MTA Manhattan Bus Map
 - d. MTA Q102 Bus Map
 - e. New York City Transit General Notes
 - f. RIOC/Q102 Bus Map
 - g. Roosevelt Island Tram and Red Bus Schedule
- 8. Parks
 - a. Southpoint Park Plans
 - b. FDR Four Freedoms Park Article
- 9. Water
 - a. NYCDEP Water Mapping
 - b. NYC Bureau of Water and Sewer Operations - Hydrant Flow Test Results
- 10. Sanitary Sewers
 - a. NYCDEP Manhattan Local Office Maps
 - b. NYCDEP Pump Station Information
 - c. NYCDEP Sewer Index Map
 - d. Bowery Bay Infiltration/Inflow Analysis Maps
- 11. Telecommunications
 - a. Empire City Subway Plates
 - b. Verizon Easement Description
 - c. Roosevelt Island Cable Scheme
- 12. Gas
 - a. Gas Mains and Service Plates
- 13. Electric
 - a. ConEdison Mains and Service Plate
 - b. Roosevelt Network - Routes of Manhattan 13.8 KV Distribution Feeders
- Additional NYCEDC Supplied Docs
 - 1. Roosevelt Island Master Lease from City to the State of New York (December 1969)
 - 2. Roosevelt Island Full Survey (1992)
 - 3. RI Site Phase 2 Results (August 2011 – to be released)
 - 4. RI Site Survey – updated and including boundaries and utilities (August 2011 – to be released)

GI Site

The Site File contains the following information specific to the GI Site:

1. Hunter Roberts GI Off-Site Work Scope Estimate (July 2011)
2. Governors Island Building Info Summary Documents including descriptions and floorplans where applicable
3. Langan Historic Geotech Data Report (December 2005)
 - a. Boring Location Plan
 - b. Appendices
4. Montrose Title Survey of Governors Island
5. BBB Land Use Study and Facility Assessment (March 1997)
6. Brick Village Asbestos Building Report (various dates 2007 and 2008)
7. Langan Utility Geotech Considerations (December 2010)
8. Manhattan Surveying Sewer information (Various dates 2010)
9. OCC Pier Investigation (January 2004)
10. Supplemental GIS Information
 - a. Electrical
 - b. Gas
 - c. Potable Water
 - d. Sewer
 - e. Stormwater
 - f. Telephone
 - g. Telephone Cable Conduits
11. WB Engineers Storm Outfall Design (September 2010)
12. West 8 Governors Island Park and Public Space Master Plan (2011)
13. TRC Environmental Corporation – Site Characterization Report (March 2011)
14. Governors Island Building Index and Maps
15. U.S. General Services Administration (“GSA”) Governors Island Historic District Preservation and Design Manual, Part I Preservation and Design Standards (January 2003)
16. U.S. GSA Governors Island Historic District Preservation and Design Manual, Part II Design and Development Guidelines (January 2003)
17. Stanley White Engineering Hydrographic Survey Around Docks (November 2003)
18. Quitclaim Deed by US GSA to Governors Island Preservation and Education Corporation (January 2003)
19. Ocean and Coastal Consultants Governors Island Seawall and Bulkhead Investigation – Existing Conditions Only (November 2008)

Q&A / INFORMATION SESSIONS / SITE VISITS

Potential Respondents can submit questions regarding the RFP by emailing appliedsciencesrfp@nycedc.com until 4:00PM on Friday, October 7, 2011. Answers to questions will be posted on a rolling basis, but no later than Friday, October 14, 2011 at www.nycedc.com. Respondents are encouraged to review the website for updates.

Information sessions to discuss the RFP will be held on Thursday, August 4, 2011 at 2:00PM and Thursday, September 15, 2011 at 2:00PM. The sessions will take place at NYCEDC's offices at 110 William Street, 4th Floor. Those who wish to attend the sessions must send an email request to appliedsciencesrfp@nycedc.com at least one week before the scheduled session.

There will be opportunities to visit each of City-Offered Sites, including: the BNY Site, RI Site and GI Site. Those who are interested in attending tours of the sites should send an email request to appliedsciencesrfp@nycedc.com one week before the scheduled site visit date below. The tours will take place on Friday, August 5, 2011 and Friday, September 16, 2011. The itineraries of the two tours are identical – Respondents are not expected to attend both, but may. The itineraries are as follows:

- 10:00AM Tour of the GI Site: Meet at the Battery Maritime Building located at 10 South Street, adjacent to the Staten Island Ferry in Lower Manhattan.
- 1:30PM Tour of the RI Site: Meet at the intersection of West Road and Road 3 on Roosevelt Island.
- 4:00PM Tour of the BNY Site: Meet inside the Brooklyn Navy Yard gate near the intersection of Clinton Avenue and Flushing Avenue.

CONDITIONS, TERMS AND LIMITATIONS

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

HOW TO SUBMIT

Twenty (20) bound copies of the submission and two (2) electronic versions of the submission on either a USB flash drive or on CD in searchable PDF (and Excel where applicable) format, identified by "Applied Sciences RFP Proposal" on the envelope, must be submitted to and received by **4:00PM on October 28, 2011**. Proposals must be delivered to the following address:

Maryann Catalano
Senior Vice President, NYCEDC
110 William Street, 6th Floor
New York, NY 10038

FURTHER INFORMATION

For further information regarding the proposal requirements, please contact:

Charles Gans
NYCEDC
110 William Street
New York, NY 10038
212-618-5773
cgans@nycedc.com

APPENDIX A: BROOKLYN NAVY YARD, HOSPITAL CAMPUS

The Brooklyn Navy Yard (“Yard”) is the City’s premier industrial park, located on 300 acres of the Brooklyn waterfront. It includes 5 million square feet of diverse industrial space in approximately 40 buildings and is home to 270 businesses, employing more than 5,500 people. See *Exhibit B – Map of Yard*.

The Yard is owned by the City and is ground-leased to, managed and operated by the Brooklyn Navy Yard Development Corporation (“BNYDC”), a not-for-profit local development corporation. BNYDC’s mission is to improve the economic well-being of Brooklyn and the City by developing and maintaining the Yard as a center for small and medium-sized industrial businesses. Located between the residential neighborhoods of Williamsburg, Fort Greene and DUMBO, the Yard has easy access to Manhattan via the Brooklyn, Manhattan and Williamsburg Bridges. The Yard is also close to Downtown Brooklyn, an important central business district with approximately 16 million square feet of commercial office space and several major cultural and academic institutions (such as Polytechnic Institute of New York University, CityTech and the Pratt Institute, amongst others).

The Yard is in the midst of its largest expansion since WWII: the development of over 1.3 million square feet of new commercial and industrial space has been announced since Fall 2006, with \$250 million in private investment. In addition, BNYDC is renovating over 1 million square feet of existing space and the City is making significant investments to improve and modernize infrastructure throughout the Yard. The Yard is also completing a state-of-the-art visitor and exhibition center that will also house a job training facility.



Exhibit B – Map of Yard

History

Located on historic Wallabout Bay, the New York Naval Shipyard was established in 1801. Over 165 years, the Brooklyn Navy Yard built and repaired hundreds of vessels including the USS Arizona and Missouri. The last vessel, the USS Duluth, left the Yard for Vietnam in 1965. For decades, Brooklyn was home to the largest concentration of manufacturing in the world and the Navy Yard was the center of this activity. Innovation at the Yard was often on the cutting edge and its integrated workforce represented the rich blend of the Yard's surrounding communities. Despite great public protest over the loss of jobs, the Yard was decommissioned in 1966; in that same year the City purchased the military installation for reuse as an industrial park.

At the eastern edge of the Yard lies the Hospital Campus (aka the BNY Site). The Hospital Campus began providing support functions to the Yard beginning in May of 1824. The Naval Hospital (a two-story, u-shaped building) was erected in the 1830s while the Hospital Campus expanded on land created by filling in the existing mudflats. The Naval Hospital served the Yard for over a century but eventually outgrew its space and was decommissioned in 1948. A number of the original structures were demolished, leaving just a few buildings as well as some recreational amenities. In 2001, BNYDC acquired the BNY Site and additional property (together, the "Annex") from the Federal Government. In 2010, the City acquired the Annex from BNYDC and added the Annex to BNYDC's master lease of the Yard. See Site File for relevant deeds and leases.

Transportation Options

The BNY Site has frontage along Kent Avenue, Flushing Avenue and Williamsburgh Street and has access to other portions of the Brooklyn Navy Yard and abutting streets via fence-gated roadways. The current main access point is located along the southwestern edge of the property where a gate separates internal site access between the BNY Site and the rest of the Yard. There are four additional gates located along the perimeter of the site which provide access to the abutting public streets. The BNY Site is adjacent to entrance and exit ramps to the Brooklyn Queens Expressway, and is close to the Brooklyn, Manhattan and Williamsburg Bridges.

The campus is served by bus and is close to MTA subway lines. See *Exhibit E – BNY Transportation Map*.

Subway

The BNY Site is served by the C, F, G and J trains. The closest MTA subway is the Clinton/Washington Avenue stop on the G train, which is approximately one mile from the BNY Site. In addition, BNYDC operates shuttle buses that serve area subway stops during the morning and evening hours. The service could be expanded with the development of the BNY Site.

Bus

The Metropolitan Transportation Agency ("MTA") B57 bus and B62 bus routes serve the roads adjacent to the BNY Site. Additional bus lines are available within walking distance of the BNY Site.

Site Location

The BNY Site is located on the eastern edge of the Yard, minutes from both downtown Manhattan and Downtown Brooklyn. The BNY Site is bounded by Williamsburgh Street West to the east, Flushing Avenue to the south, the Yard to the west and Kent Avenue to the north. It is immediately adjacent to Steiner Studios, home to the largest sound stages on the East Coast and the Williamsburg and Fort Greene neighborhoods of Brooklyn. See *Exhibit D* for an aerial of the BNY Site.

Site Description

The BNY Site is approximately 18 acres and sits on a hill overlooking the rest of the Yard. At its crown is the former Naval Hospital. Both the Yard and BNY Site are surrounded by a secured

perimeter wall with access provided through staffed security gates. In general, the site consists of multiple former residential housing/commercial structures, an internal roadway system, and two New York City Landmark designated buildings; the Naval Hospital and the Surgeon's House.

In addition, the BNY Site also contains a number of mature trees and is fairly well vegetated throughout. The interior center of the site around the Naval Hospital contains grassed fields while the areas to the north and northwest contain more mature trees and brush.

Adjacent to the BNY Site, but not included within the BNY Site, is the Naval Hospital Cemetery, which is an approximately 1.7 acre area located in near the eastern boundary of the BNY Site along Williamsburgh Street West. This property will remain under BNYDC jurisdiction and may not be disturbed.

The City has commissioned a boundary and utility survey of the BNY Site which will be completed and made available in August 2011.

Buildings

The BNY Site has buildings preserved from the Civil War and both World Wars, a number of mature trees and open lawns, winding drives and abundant landscaping, creating a campus-like oasis within the Yard. The Naval Hospital itself is at the center of the Hospital Campus and is its defining architectural element. In addition to the Naval Hospital, 12 other buildings remain on the Hospital Campus. All of the buildings were abandoned in place by the Navy and are therefore in need of substantial renovation, including essentially new systems. See *Exhibit C – BNY Site Plan* for a map of the BNY Site which identifies the existing buildings. See the Site File for additional information on the existing buildings including conditions reports.

Topography

The BNY Site contains significant grade changes within the parcel with multiple retaining walls, ranging in height from 10 to 15 feet, located within and along the perimeter of the site. The walls generally isolate the interior campus from the lower lying areas including the Navy Yard to the north and west, the former Gas Station area along the eastern portion of the campus and the Motion Picture Building in the southeast corner of the campus. A review of the retaining walls indicates that the walls have deteriorated in several locations. The walls have been buttressed in some areas to provide additional support.

Floodplain

A small portion of the northeast corner of the BNY Site is located within the 100-year floodplain and 500-year floodplain, according to FEMA maps. In addition, the 500-year floodplain borders the western and northern boundaries of the site, but is beyond the retaining walls/grade breaks and not within the property at these areas. The FEMA map is provided in the Site File.

Geotechnical

Typical subsurface conditions at the BNY Site are variable, consisting of shallow fill located over compressible organic clay and silt deposits, deep sand and stiff clay deposits, and bedrock. A historic boring is available along the north edge of the campus boundary (see Site File). NYCEDC is undertaking additional geotechnical analysis, the results of which will be released in August 2011. Preliminary boring information has revealed that the typical on-site soil profile consists of 12-18 feet of manmade sandy fill overlying natural, compact granular deposits of sand and gravel likely belonging to the glacial outwash stratum. Preliminary evaluations of the borings suggest that shallow foundation and utilities placed on grade will be sufficient in areas of the site with higher elevations. However, this data is from initial borings and it is possible that the subsurface conditions will change along the lower elevations of the BNY Site.

Haz Mats

AKRF Engineering, P.C. ("AKRF") performed a Phase I Environmental Site Assessment at the BNY Site in order to identify any contamination issues that could affect future development (see Site File for Phase 1). Portions of the BNY Site are expected to contain underground storage tanks. The BNY Site is expected to contain both asbestos and lead paint within the existing buildings. NYCEDC has commissioned Phase 2 testing on the BNY Site, the results of which will be released in August 2011.

Site Availability

The BNY Site would be available for lease and development immediately following receipt of all approvals.

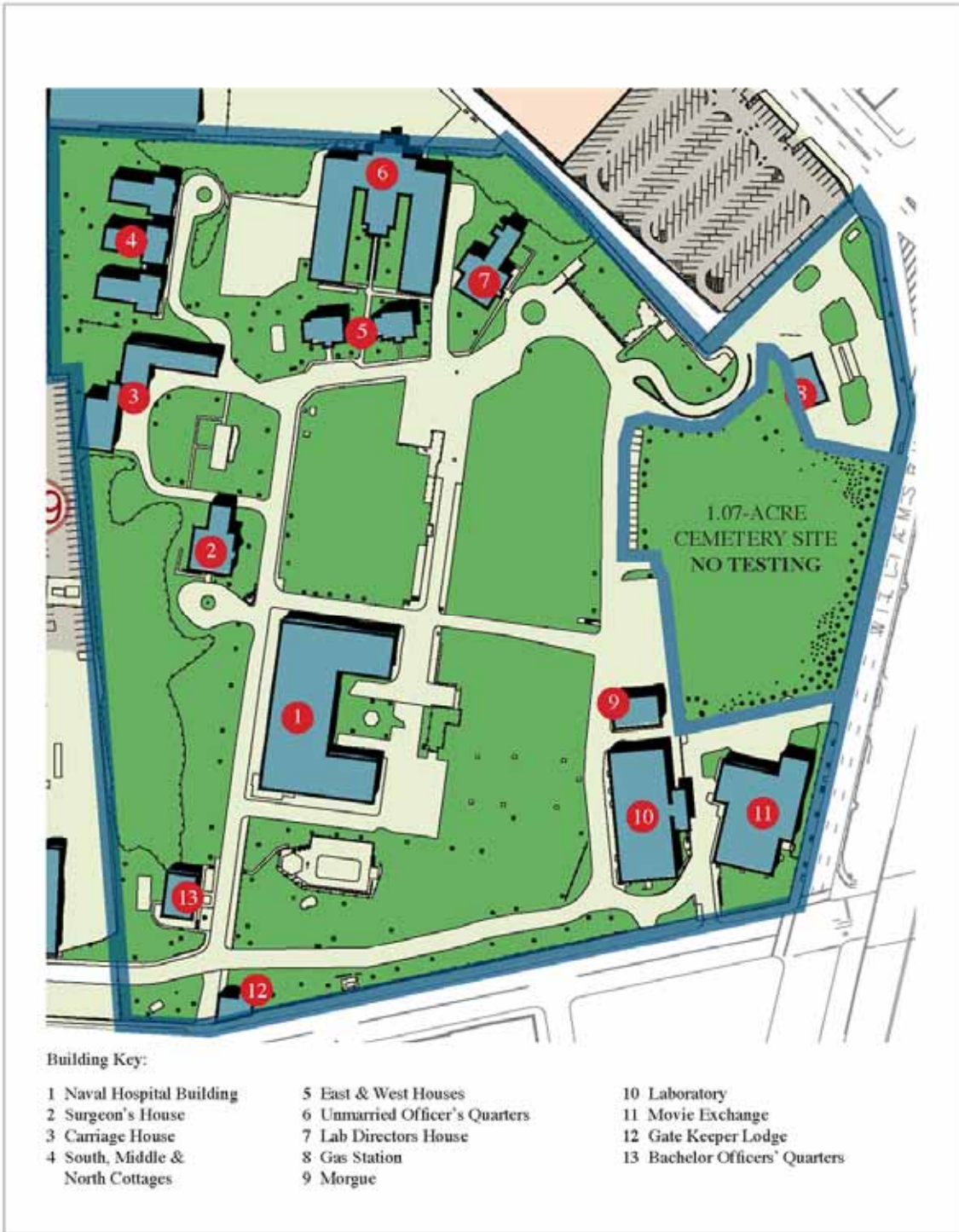


Exhibit C – BNY Site Plan

Site Development Guidelines

Proposals for the Site must follow the guidelines and parameters laid out below.

Design Guidelines

There are two designated New York City Historic Landmark Buildings within the BNY Site, the Naval Hospital and the Surgeon's House. Both will be required to be preserved on site. In addition, the land immediately surrounding and beneath the Naval Hospital is designated as an archeological site and therefore, can only be altered with prior approval from the State Historic Preservation Office ("SHPO").

Baystate Environmental Consultants ("BEC"), on behalf of SHPO, performed a study in 1994 to catalog and assess the historical significance of the BNY Site. BEC concluded that all structures except four, the gas station and Hewes Street Gatehouse, Swimming Pool and Bath House, "contribute" to the historical significance of the Hospital Campus. In addition SHPO, in a 2006 letter, concluded that the Motion Picture Building (Building 311) and the gas station could be demolished as they do not contribute to the National Register eligible site. It should be assumed that any modifications/improvements to the BNY Site as well as future building construction will involve coordination, review and approval from SHPO. This BEC Report is included in the Site File.

The BNY Site is subject to Deed restrictions from SHPO. The Deed sets forth requirements for the redevelopment and future use of the site and, therefore, development will need to be coordinated with SHPO. Redevelopment of buildings contributing to the unique character of the BNY Site should show sensitivity to the preservation of historic features.

Zoning

Under the Zoning Resolution the Hospital Campus is zoned M3-1 which allows heavy manufacturing uses. See *Exhibit F – BNY Zoning Map*. However, if the BNY Site is developed for the Applied Sciences Facility, it is anticipated that it will need to be rezoned in order to accommodate the Project. This would entail an environmental review under CEQR and a public review process under ULURP. The approvals required for rezoning would occur simultaneously with approvals for disposition, if any.

Deed Restrictions

The Deed from the Navy to the City includes certain restrictions and guidelines regarding development of the BNY Site. Respondents should consult the Deed included in the Site File and develop the proposal accordingly.

Urban Renewal Plan

The Brooklyn Navy Yards Urban Renewal Plan was adopted by the City's Board of Estimates on October 28, 1971 for a period of 40 years. It will expire on October 28, 2011. A copy of the Urban Renewal Plan is included in the Site File.

Approval Process

As noted in the body of the RFP, the Developer will be required to seek relevant Project approvals during the Predevelopment Agreement Term, and prior to entering into the Lease, Funding Agreement and Assignment. Development of the BNY Site will require entering into a Funding Agreement, Assignment, and Lease. It is anticipated that the BNY Site will be removed from the larger existing lease of the Yard property and separately leased to the Developer by the City, through a lease and assignment by BNYDC. It is anticipated that the BNY Site Project will therefore require, amongst others, the approvals below. The following is not a comprehensive list of approvals that would be required for the Full Build (e.g. City of New York Department of Buildings approval of construction documents, amongst others).

City Comptroller / City's Office of Management and Budget

The Funding Agreement will require approval of the City's Office of Management and Budget and registration by the City Comptroller.

Tax Lot Subdivision

It is anticipated that the Developer will pursue a tax lot subdivision of the BNY Site.

CEQR

The Project will be subject to City Environmental Quality Review ("CEQR"). An NYCEDC planner will assist the Developer and its consultants in complying with applicable environmental review procedures, including preparation of an EAS and, if necessary, an EIS.

ULURP

The Project will be subject to ULURP approval. It is anticipated that the ULURP review would encompass the lease of City property and zoning modifications. An NYCEDC planner will assist the Developer and its consultants in complying with ULURP. There will be one ULURP process for all approvals necessary for the Project.

384(b)(4)

The business terms of the Project will be subject to approval under the City Charter's Section 384(b)(4). The Developer will be required to present its plans to both the relevant local Community Board as well as the relevant Borough Board as a part of the 384(b)(4) review process.

NYCEDC

The Funding Agreement will be subject to review and approval internally by the NYCEDC Executive Committee.

BNYDC

The Lease will be subject to review and approval internally by BNYDC Board of Directors.

Public Design Commission ("PDC")

The Project design will be subject to review and approval by PDC.

SHPO

As noted above, any modifications/improvements to the BNY Site as well as future building construction will involve coordination, review and approval from SHPO.

Site Location

Borough: Brooklyn
Block: 2023 Lot: 150
Community Board: 2



Exhibit D – Aerial Map of BNY Site

Transportation

- City Bus Routes
 - ○ Subway Stations
 - Site
- | |
|-----|
| B44 |
| B48 |
| B57 |
| B62 |
| B69 |

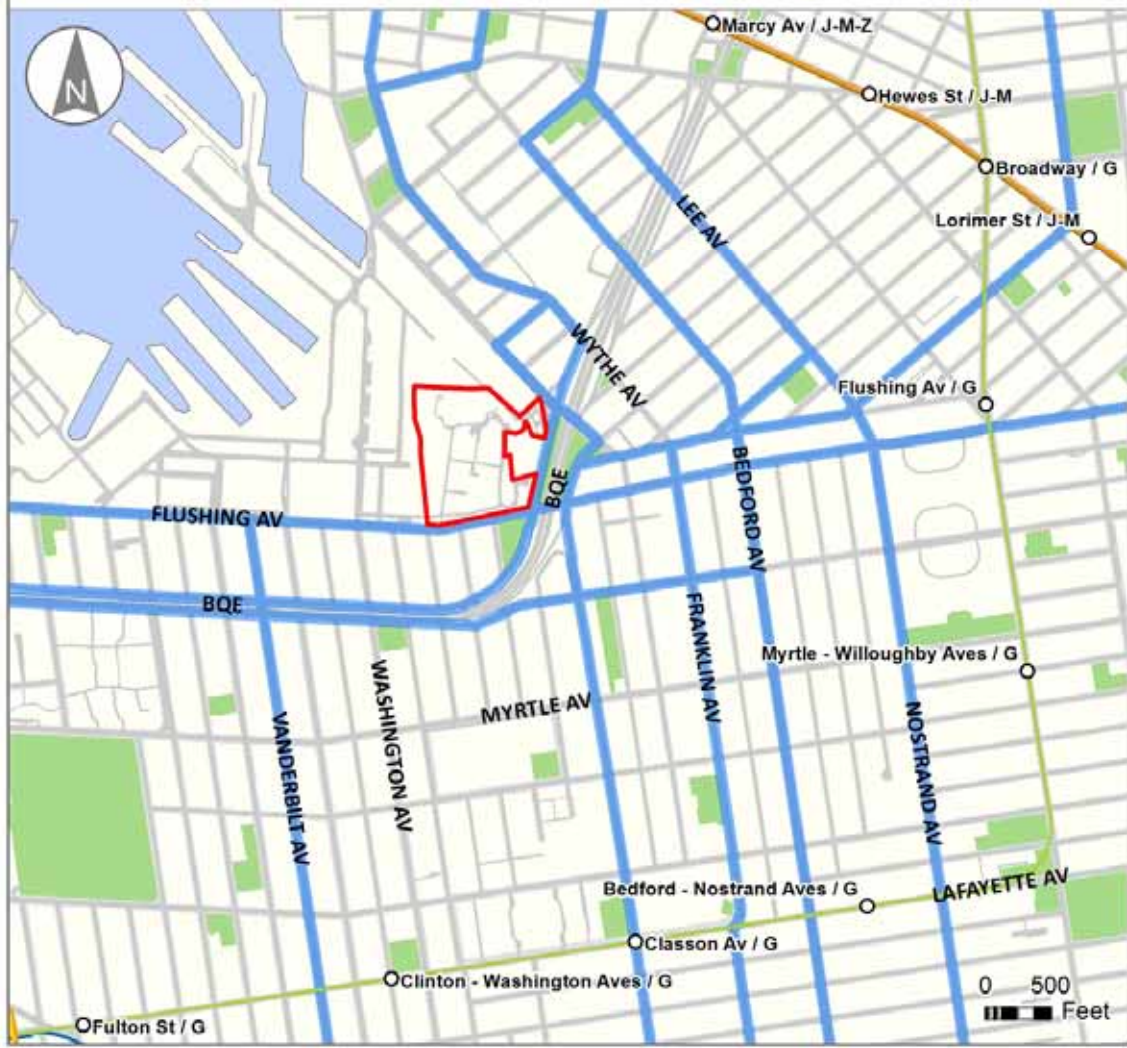


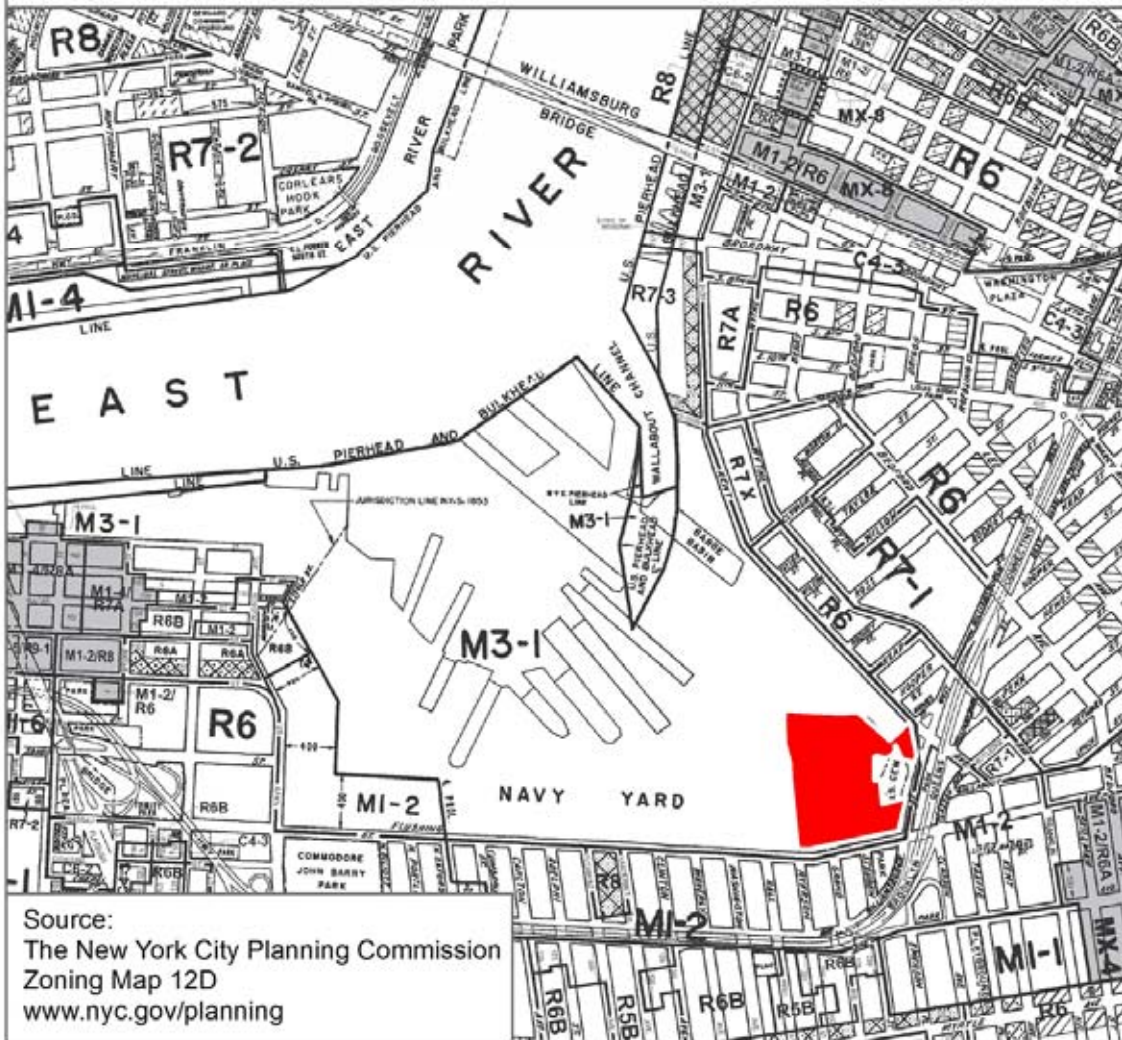
Exhibit E – Transportation Map of BNY Site

Zoning

Borough: Brooklyn
Block: 2023 Lot: 150
Zoning District: M3-1



 Site



Source:
 The New York City Planning Commission
 Zoning Map 12D
www.nyc.gov/planning

Exhibit F – Zoning Map of BNY Site

Existing Infrastructure

The BNY Site retains original utilities including combination storm/sanitary sewers, water, gas, and telephone. Unfortunately, it is anticipated that all of the in situ utilities within the BNY Site require replacement. NYCEDC has undertaken significant due diligence on utilities within and immediately surrounding the Site in order to provide a thorough understanding of existing conditions, summarized in the AKRF BNY Site Assessment Study included in the Site File ("AKRF BNY Study"), along with all back-up utility maps and reports. Summary diagrams of existing infrastructure conditions are included as *Exhibits G – K*.

Water

Water mains in the street at the perimeter of the BNY Site are expected to be adequate to support the Project. New York City Department of Environmental Protection ("DEP") water mapping records indicate that there are water mains located in Flushing Avenue, Williamsburgh Street West and Kent Avenue (see Site File for DEP maps). These water main sizes and descriptions are as follows:

- A 20" diameter water main in Flushing Avenue that was constructed in 2004 and is made of ductile iron pipe. There are four fire hydrants located adjacent to the BNY Site which are supplied by this water main.
- A 20" diameter water main in Williamsburgh Street West that was constructed in 1952 and is made of lined cast iron pipe.
- A 12" diameter water main that was constructed in 2004 and is made of ductile iron pipe. It connects the two 20" water mains in Flushing Avenue and Williamsburgh Street West.

The existing water connections to the BNY Site are currently not utilized. According to a study conducted by Parsons Brinckerhoff Quade & Douglas, Inc., it is recommended that the internal water distribution system be abandoned in place (see Site File for Parsons Brinckerhoff Study, 2006). An entirely new internal distribution network will be necessary.

Storm/Sewer

With the exception of some potential modifications to the combined sewer weir, regulator and By-Pass structure, the off-site combined sewer lines are expected to be adequate to support the Project.

The BNY Site utilizes a combined sewer system internally and is connected to the City's combined sewer system where flow is ultimately treated at Newtown Creek Wastewater Treatment Plant ("WWTP").

The internal combined sewers are connected to a 138" diameter combined sewer in Flushing Avenue and the 138" inch combined sewer in Williamsburgh Street West.

A series of catch basins around the property collect stormwater and convey flow to the combined sewer system within the BNY Site. No stormwater is conveyed to the Wallabout Channel or Wallabout Bay.

There is some remaining on site storm and sewer infrastructure. However, it is anticipated that the internal system will require replacement. In addition, it is anticipated that significant on site detention of storm water will be required. A drawing titled "Map of U.S. Naval Hospital Grounds" shows the BNY Site utilities, including a 3' 6" x 3'0" brick sewer that connects to Flushing Avenue. As built records obtained from DEP indicate a second connection to the City's combined sewer system located south of the cemetery.

Electric

According to discussions with BNYDC and mapping from Consolidated Edison Company of New York, Inc. ("ConEd"), there are three low voltage electrical services provided by ConEd to the

BNY Site. One existing service is located south of the Naval Hospital from a service main within Flushing Avenue. Another service from Flushing Avenue provides a service to the Motion Picture Building (Building 311). The third service, located along the northeastern corner of the BNY Site, connects to a main within Kent Avenue.

Within the Yard, a cogeneration plant in Building 41 (Morris Avenue and Fourth Street) produces approximately 286 MW of power. This cogeneration plant is owned and operated by Brooklyn Navy Yard Cogeneration Partners, L.P. ("BNYCP") which is a subsidiary of Olympus Power, LLC. BNYCP has an agreement with BNYDC to provide 10MW of power to the Yard. Excess power produced by the plant is purchased and distributed by ConEd to Manhattan. BNYDC has had discussions with BNYCP to provide an additional 15 MW of power to the Yard; however, this additional power would not service the BNY Site.

The BNY Site and Steiner Studios are currently not connected to service provided by the cogeneration plant which only provides electrical service to the Yard associated buildings.

There is inadequate power service within the BNY Site. All power systems will require replacement.

Gas

National Grid is the service provider within the area of the BNY Site. According to as built mapping and meetings with National Grid personnel, gas service is available within all streets abutting the property. A 20" diameter gas main at 15 psi is located within Flushing Avenue and Kent Avenues. Williamsburgh Street West contains a 4" line extending from the 20" main in Flushing Avenue.

The gas infrastructure within the BNY Site is in disrepair and in its current condition no longer provides gas service to the existing buildings.

Telecommunications

The BNY Site is in a location that provides multiple opportunities for telecommunication connections. The major services offered are Internet, Video, and Telephone, which are provided through both copper and fiber optic communication wire. There are three main service providers in this area: Verizon FIOS, Cablevision/Lightpath, and Time Warner Cable. The telecommunication mains are located within the abutting streets: Flushing Avenue, Williamsburgh Street West and Kent Avenue. Currently, the Yard is serviced by Verizon.

Car Access

Expected access to the future development is assumed to be via two driveway entrance locations. Preliminary evaluation of both driveway locations suggests the need for new signalization, sidewalk improvements, and potential pedestrian signal upgrades.

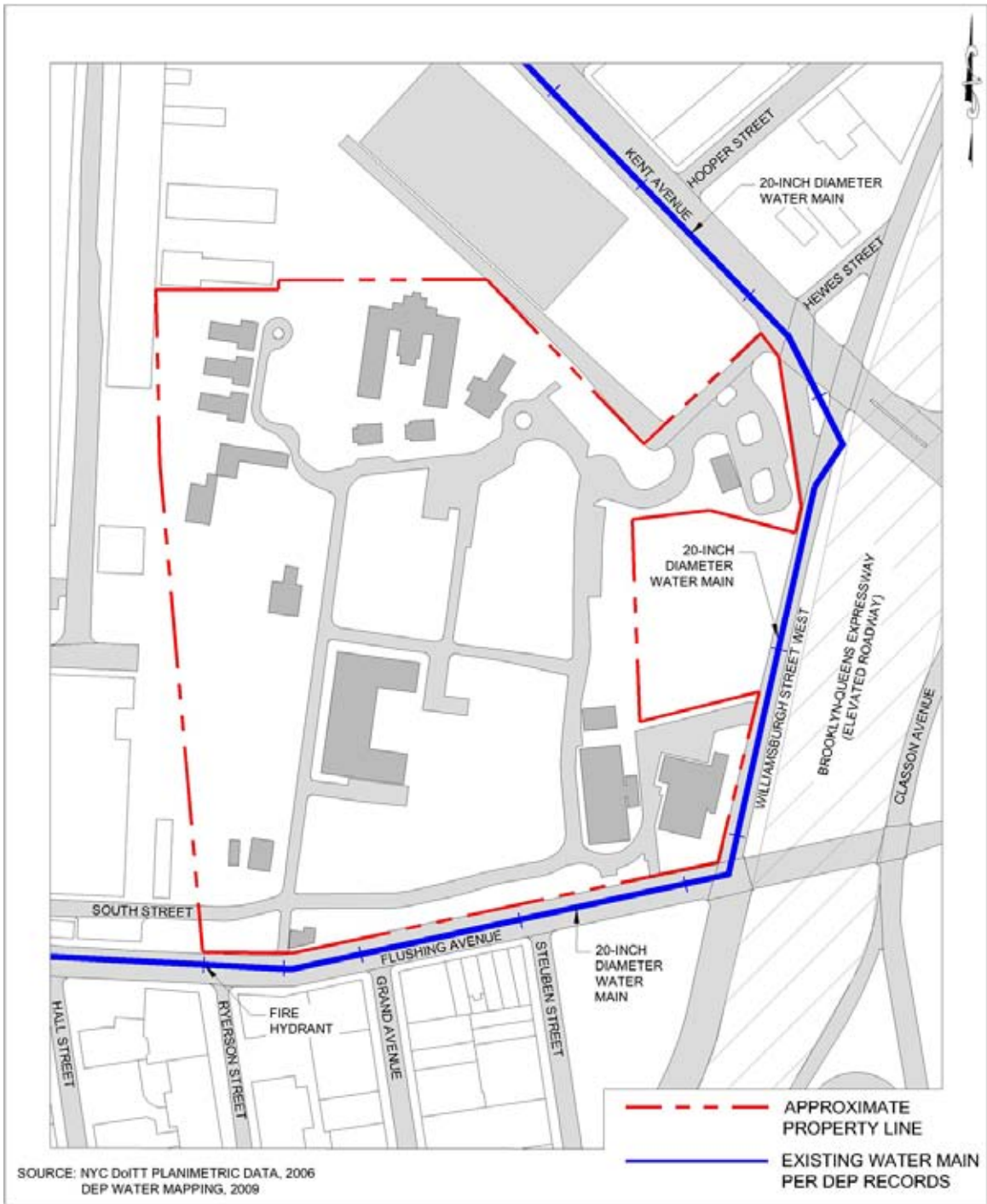


Exhibit G –Existing Water Infrastructure at BNY Site

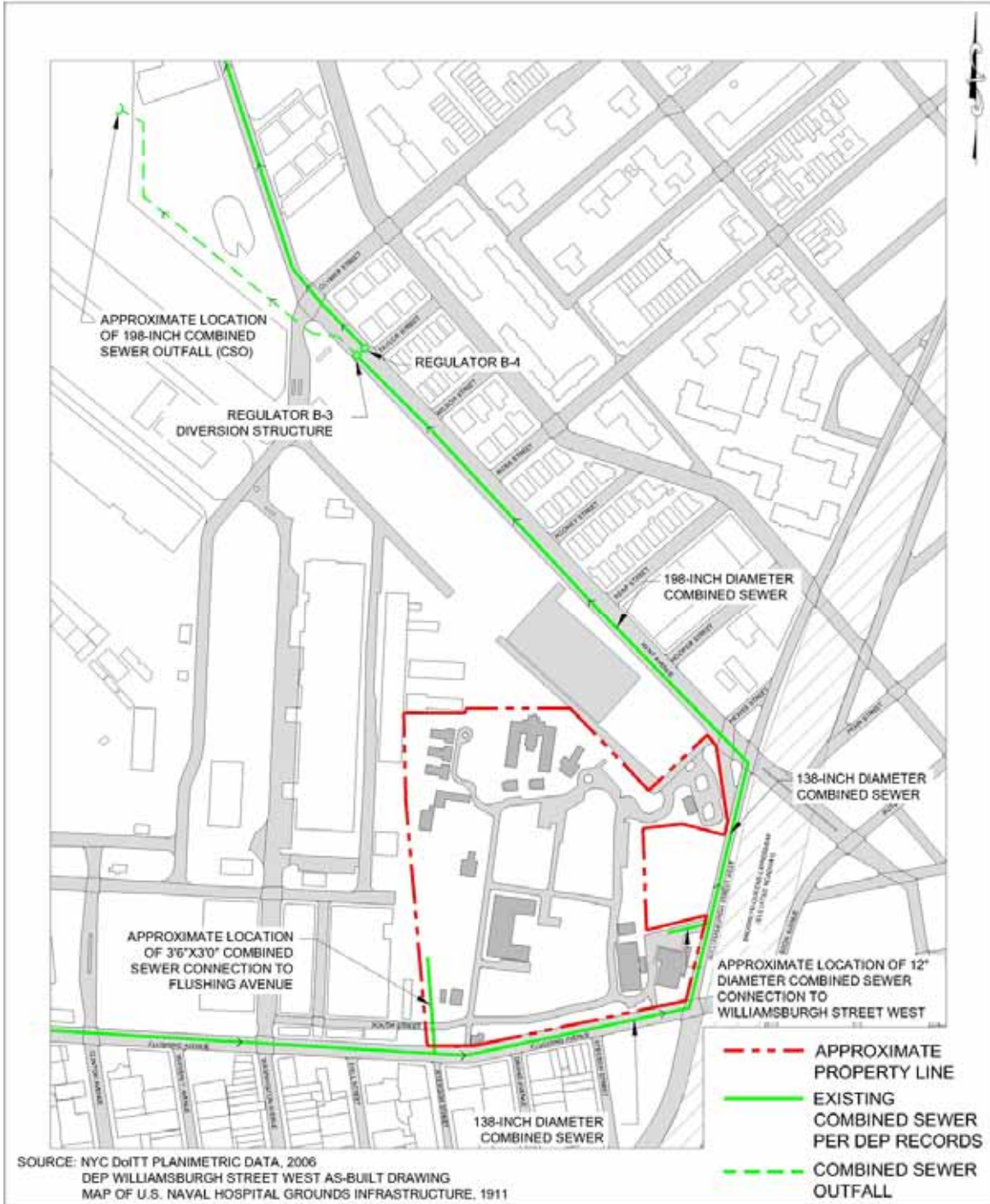


Exhibit H –Existing Storm/Sewer Infrastructure at BNY Site

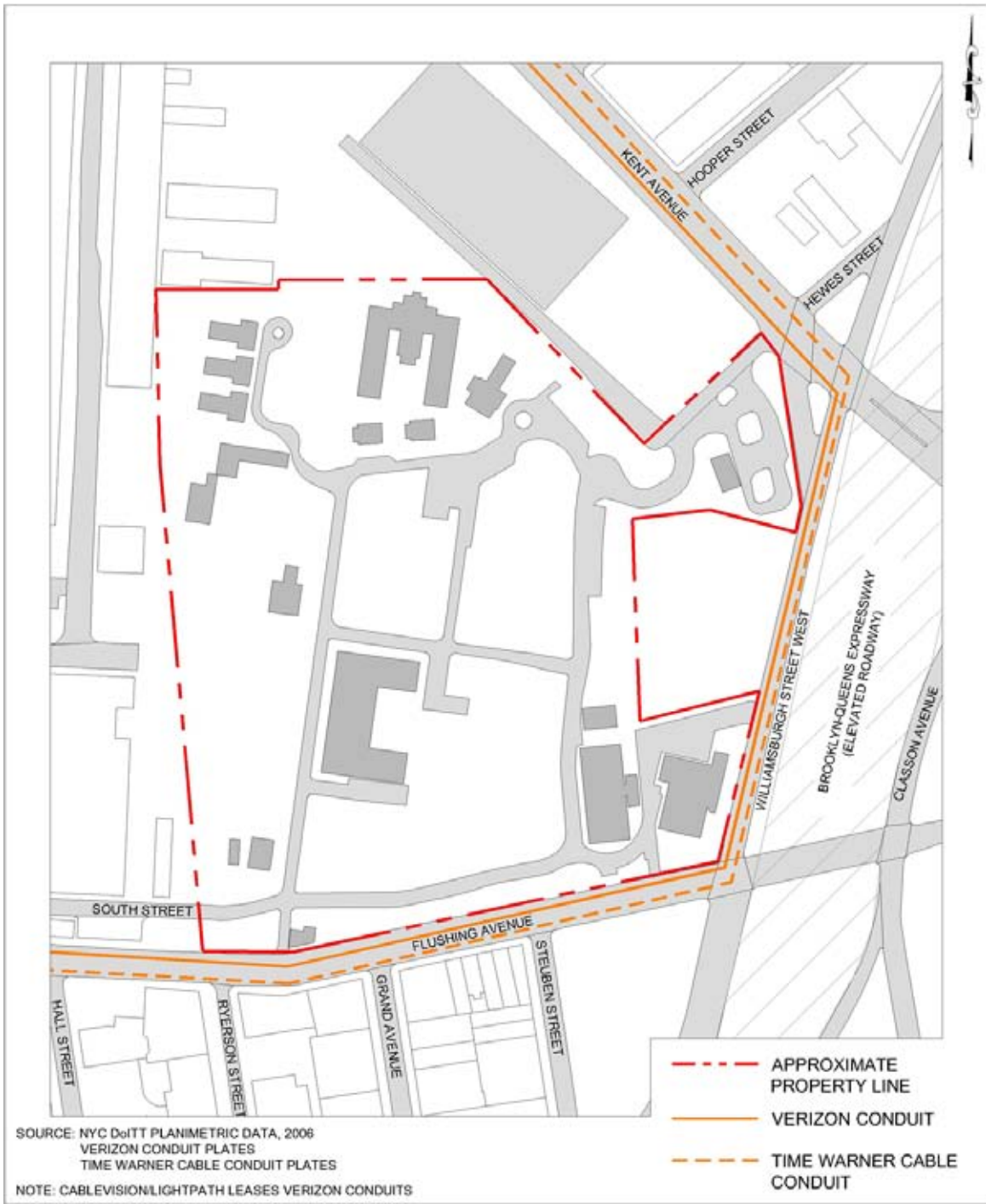


Exhibit I – Existing Telecommunications Infrastructure at BNY Site

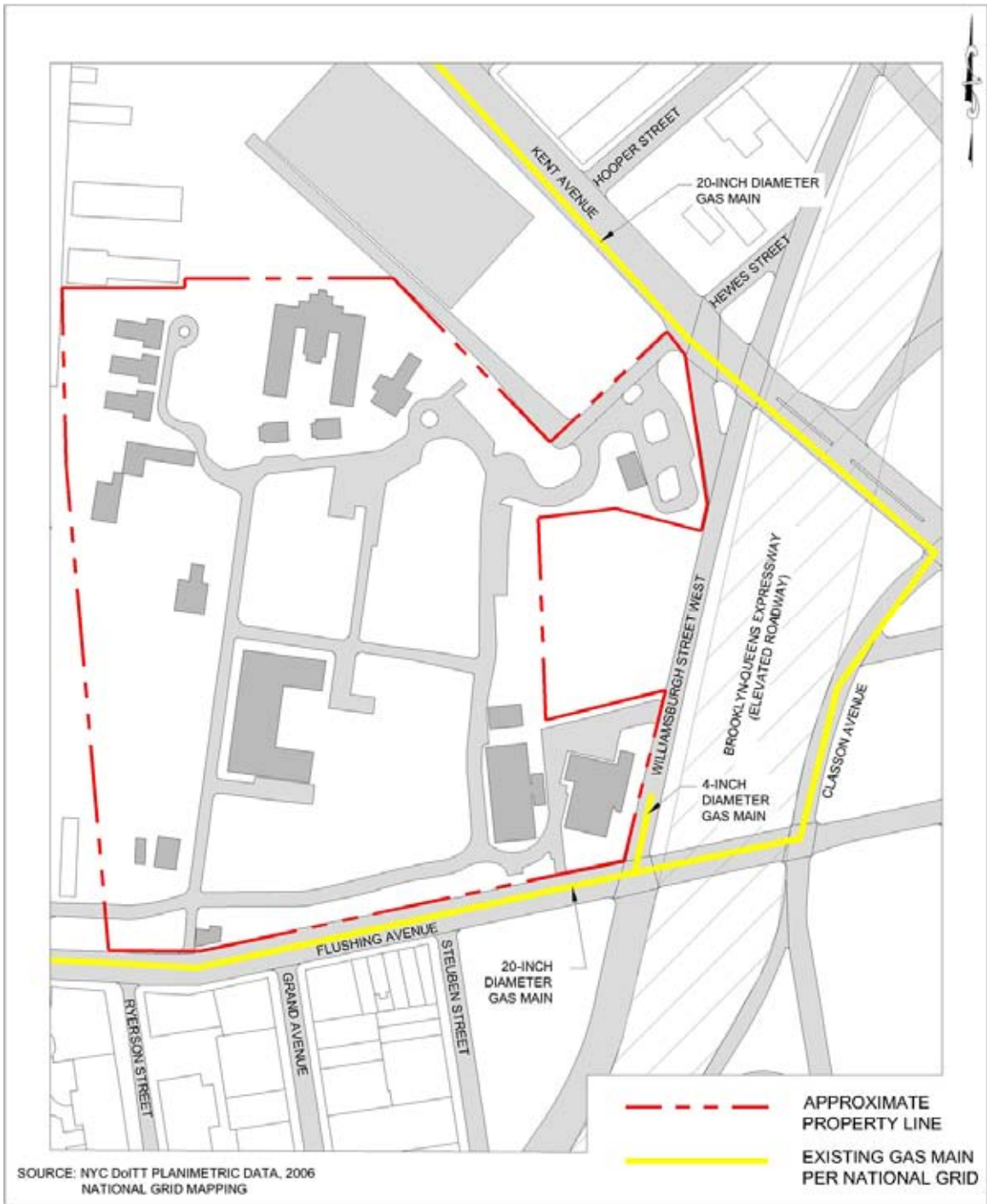


Exhibit J - Existing Gas Infrastructure at BNY Site

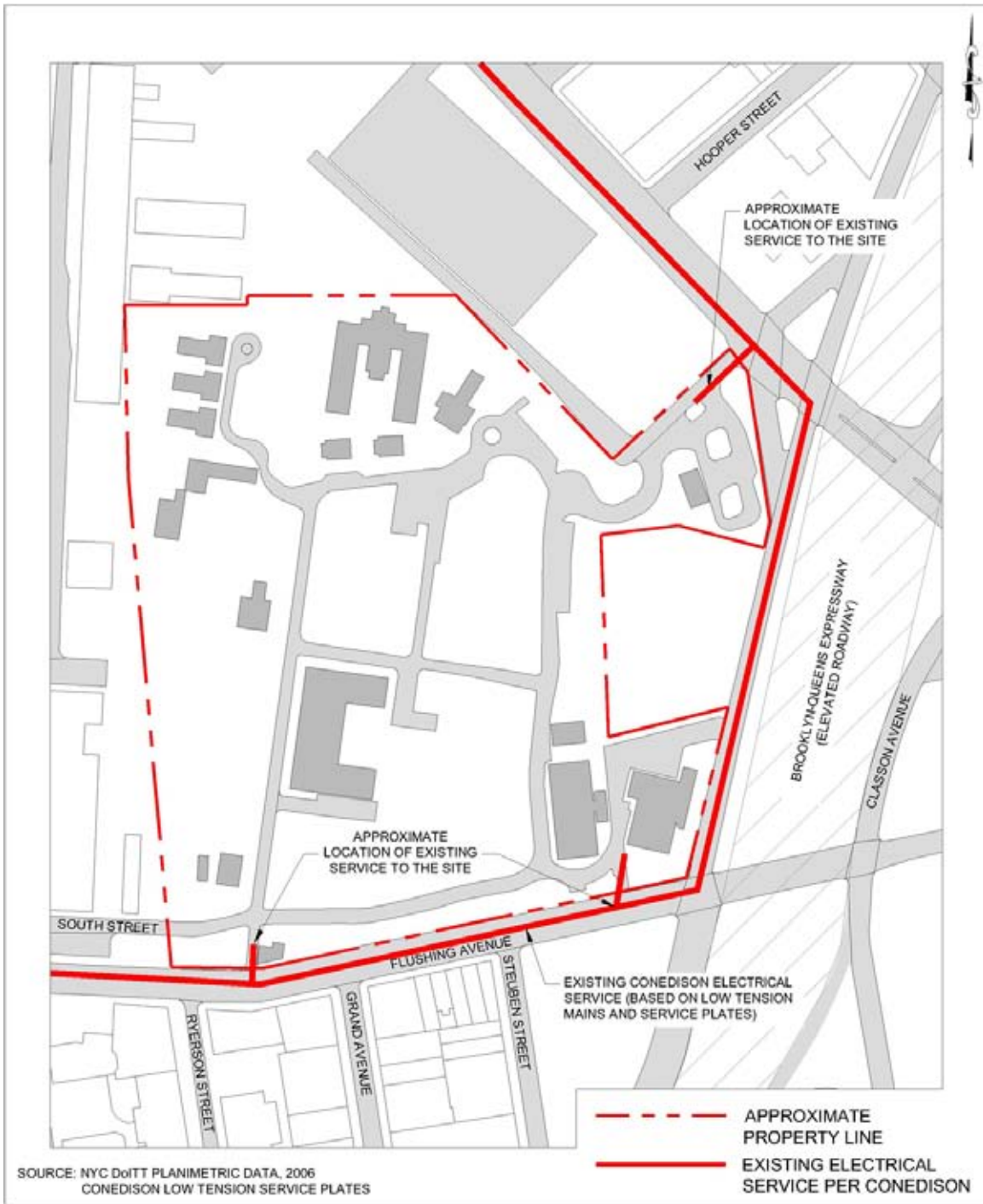


Exhibit K –Existing Electric Infrastructure at BNY Site

Capital Support at Brooklyn Navy Yard

The City intends to make a Capital Award for the BNY Site of up to approximately \$100 million to be used for Capitally Eligible Expenses. Respondents will be judged on the total amount of the Capital Award requested, with lower requests preferred.

BNY Off-Site Work Scope

The AKRF BNY Study identifies infrastructure work within and outside of the bounds of the BNY Site that it is anticipated would be required in order to facilitate a Project of up to 2.0 million square feet. NYCEDC has used this study to identify limited off-site scope items that it is willing to perform to facilitate the Project (the “BNY Off-Site Work Scope”). The BNY Off-Site Work Scope does not include all the site make ready work that is necessary for the Full Build – please see the AKRF BNY Study for more information.

The BNY Off-Site Work Scope is limited to the three items below, the cost of which totals \$18 million (the estimate of this work is included in the Site File as “BNY Off-Site Work Estimate”). A Respondent may request that NYCEDC perform portions of the BNY Off-Site Work Scope and take the relevant and corresponding costs as a deduction in the Capital Award (e.g. if a Respondent requests that NYCEDC perform the entire BNY Off-Site Work Scope, the maximum City capital available to the Respondent will be \$82 million).

- Combined Sewer (\$5MM)
 - Modifications to the weirs within the Diversion & Tide Gate Chamber and the Regulator and modifications to the pipe connecting the Chamber and the Regulator (see page 8 of the AKRF BNY Study).
- Electrical (\$6MM)
 - Allowance to supply existing feeders from the surrounding area to the perimeter of the BNY Site (see page 12 of the AKRF BNY Study).
- Streets (\$7MM)
 - Intersection improvements (curb cuts, modifications to medians, new traffic signals) at two BNY Site access points (see page 15 of the AKRF BNY Study).

It is anticipated that, if a Respondent were to request that NYCEDC perform the BNY Off-Site Work Scope, NYCEDC would complete the work in three years (a year and a half for design and approvals and another year and a half for construction).

APPENDIX B: ROOSEVELT ISLAND, GOLDWATER CAMPUS

Roosevelt Island is a long sliver of land in the East River between Manhattan and Queens, running from Manhattan's East 46th to East 85th streets, parallel to Manhattan's 'Medical Mile.' The Island is about two miles long, with a maximum width of 800 feet, and a total area of 147 acres. Roosevelt Island is approximately 250 yards east of Manhattan and 200 yards west of Queens. It is across from the Upper East Side and Midtown East neighborhoods of Manhattan and the Ravenswood and Astoria neighborhoods in Queens.

Roosevelt Island is a relatively low-density area - about two thirds are devoted to open space. The business community resembles a small town, with most commercial activity located on the main street. Businesses are mostly neighborhood services such as grocers, a supermarket, restaurants, and a post office.

The Coler/Goldwater medical campus is located on Roosevelt Island and is split into two locations: at the south end of Roosevelt Island is the 1930's Goldwater Specialty Hospital and Nursing Facility ("Goldwater Campus" or RI Site) and at the north end is Coler Specialty Hospital and Nursing Facility ("Coler Campus"). Combined, the two locations comprise a 2,016 bed long-term acute hospital and skilled nursing care facility.

Two parks are currently being developed on the southern half of Roosevelt Island, south of the RI Site: Southpoint Park and FDR Four Freedoms Park. The Southpoint Park is currently under construction and will be operated by the Roosevelt Island Operating Corporation ("RIOC") upon completion. In addition, the FDR Four Freedoms Park is currently under development and is expected to open in 2012. This park will be operated by New York State.

Additional development on Roosevelt Island includes Phase II of the Southtown Development Project, a residential development, which will start in December 2012, adding three additional buildings to Southtown. And currently, the Riverwalk condo development in the south, and the Octagon Apartments project in the north are being developed.

History

Roosevelt Island is owned by the City. Most of Roosevelt Island, but not including the Goldwater Campus or the Coler Campus, was leased to the State of New York's Urban Development Corporation, d/b/a Empire State Development Corporation ("ESDC") for 99 years in 1969. The Roosevelt Island Operating Corporation ("RIOC"), a subdivision of the State of New York, has assumed the role of the ESDC as lessee. The Island is part of the Borough of Manhattan and is currently home to a medical campus and a residential population of 12,000 people.

Housing on the Roosevelt Island is a mix of condo, rental, and staff dormitories for medical institutions in Manhattan. The first residential building was completed in 1975. Subsequently, 3,250 apartments were constructed in the northern part of Roosevelt Island. In late 2002, two buildings were completed in the Southtown development as staff dormitories.

Transportation Options

There is no direct vehicular link between Roosevelt Island and Manhattan; however, the Roosevelt Island Bridge provides a vehicular link between Roosevelt Island and Queens. Roads throughout the Island provide vehicular access to the Goldwater Campus. The streets located to the south of the Queensboro Bridge are not mapped streets. RIOC maintains and operates the existing street network pursuant to its lease from the City.

There are a number of public transportation options available on Roosevelt Island.

Tram

The Roosevelt Island Tram is an aerial commuter tram with two cabins that operates from 59th Street and Second Avenue in Manhattan to the Tram Building on Roosevelt Island located just north of the Queensboro Bridge. The Tram was recently refurbished and runs every 15 minutes during off-peak hours (including weekends); during weekday rush hours (7:00 AM to 10:00 AM and 3 PM to 8 PM), it operates every 7.5 minutes. The trip time is 4.5 minutes and fare can be paid with a Metrocard.

Subway

Subway service via the F line is available to Roosevelt Island, with one stop immediately north of the Queensboro Bridge. The Roosevelt Island F is only one stop from Midtown Manhattan. The F provides service along 6th Avenue in Manhattan and through Queens, to Jamaica.

Bus

The MTA Q102 bus provides service to the residents/commuters on Roosevelt Island. Currently, the bus enters Roosevelt Island via the Roosevelt Island Bridge, travels north along Main Street to Coler Campus and then follows Main Street south towards the Goldwater Campus. The bus travels around Goldwater Campus, traveling south along East Road and north along West Road before returning to Main Street. The bus then exits the island via the Roosevelt Island Bridge and returns to Queens. Along this route the Q102 bus makes a stop at the main entrance to Goldwater Campus.

RIOC operates the "Red Bus" route, which provides service only on Roosevelt Island. The "Red Bus" operates daily with service every 15-30 minutes. MTA Metrocards are not accepted on the "Red Bus". The RIOC bus route only extends as far south as the road between Goldwater Campus and the Sportspark. Discussions with RIOC would be necessary to extend the "Red Bus" further south.

Site Location

The RI Site is located on the southern end of Roosevelt Island in the middle of the East River, directly across from Manhattan. The RI Site is bounded by Road 4 to the north, East Road to the east, Road 3 to the south and West Road to the west.

Site Description

The RI Site is designated as Lot 20, on Block 1373 of the Borough of Manhattan. The property line is approximately five feet off of the outer face of the existing buildings. The RI Site comprises approximately 10 acres.

The RI Site is level at street grade and offers impressive views of the entire New York City skyline and the East River bridges, as well as the historic structures on the Queens waterfront.

The RI Site is surrounded by asphalt pavement, concrete curb, concrete walkways and landscaping. Limited parking and a one-way asphalt roadway system is provided around the campus. In this portion of the island, a concrete seawall forms the barrier along the East River. The majority of the parking areas, landscaped areas, as well as the entire circulation roadway, esplanade and seawall are on RIOC-controlled property.

The City has commissioned a boundary and utility survey of the RI Site which will be completed and made available in August 2011.

Buildings

The Goldwater Campus contains nine existing buildings (Buildings "A" through "H", plus Building "J") all of which are interconnected by a basement floor tunnel which enables Hospital personnel and materials to easily traverse the length of the site. All buildings were constructed in 1939 except for Building J, which was built in 1968. The gross building area of the campus is 647,000

SF, with an additional 150,000 SF of basement area. See *Exhibit L – Detailed Site Map*, which follows.

The existing buildings are of masonry and steel construction and range in height from one to seven stories. The buildings are currently heated through a steam heating system, however no central cooling is provided. Most of the space has individual window units while a few patient areas and offices have package units. The buildings feature low voltage power with 120/220 volt electric service. The buildings are not fully sprinklered.

Respondents may propose demolition, reuse or a combination thereof of the existing buildings.

Seawall Conditions

RIOC recently commissioned a Phase II - Seawall Study (copy provided in the Site File). From the portions of the report provided, the Phase II - Seawall Study did not identify any major issues with the seawall adjacent to the site. The west side of the RI Site has a 1,401 linear feet section of concrete seawall. The seawall study identified the need to repair deteriorated concrete and expansion joints in this location. The seawall on the east side of the RI Site is constructed from both stone and concrete. A 680 linear foot section of this eastern seawall is a stone wall with a concrete (non-cantilevered) cap. Recommendations were made to clean the stone wall and remove and replace loose grout. The additional 969 linear feet section of the eastern seawall adjacent to the RI Site is constructed of concrete. RIOC is responsible for ongoing maintenance and repair of the seawall.

Floodplain

According to FEMA maps, no portion of the RI Site is within the 100-year floodplain though a small portion of the adjacent roadway is. The 500-year floodplain extends onto the RI Site at the areas of lowest elevation. On the east side of the RI Site, the low point is approximately the area between Buildings B and E. The 500-year floodplain extends to both of these buildings and a portion of Building A. The FEMA map is provided in the Site File.

Geotechnical

Previous borings completed for the construction of Building J (dated 1966) and in the vicinity of the Queensboro Bridge (dated 1946) revealed sand with silt, gravel, fill materials and/or organic matter, underlain by a layer of decomposed bedrock and competent bedrock below the ground surface. Bedrock elevations ranged from approximately 8 to 10 feet below ground surface closer to the Queensboro Bridge and from 12 to 24 feet below the ground surface closer to Building J.

Haz Mats

AKRF performed a Phase I Environmental Site Assessment at the RI Site in order to identify contamination issues that could affect future development (see Site File for Phase I). Initial analysis indicates that there may be lead in the topsoil on the RI Site and that the buildings will require lead and asbestos abatement. NYCEDC has commissioned Phase II testing on the RI Site, the results of which will be released in August 2011.

Site Availability

The Goldwater Campus contains a licensed nursing facility with 991 beds and is operated by the City of New York's Health and Hospitals Corporation ("HHC"), which is a City-controlled entity. The City has plans to consolidate the current nursing facility with medical facilities in the Coler Campus on Roosevelt Island and relocate other functions to the North General Campus in upper Manhattan. The RI Site will be available for lease and development by the end of 2013.

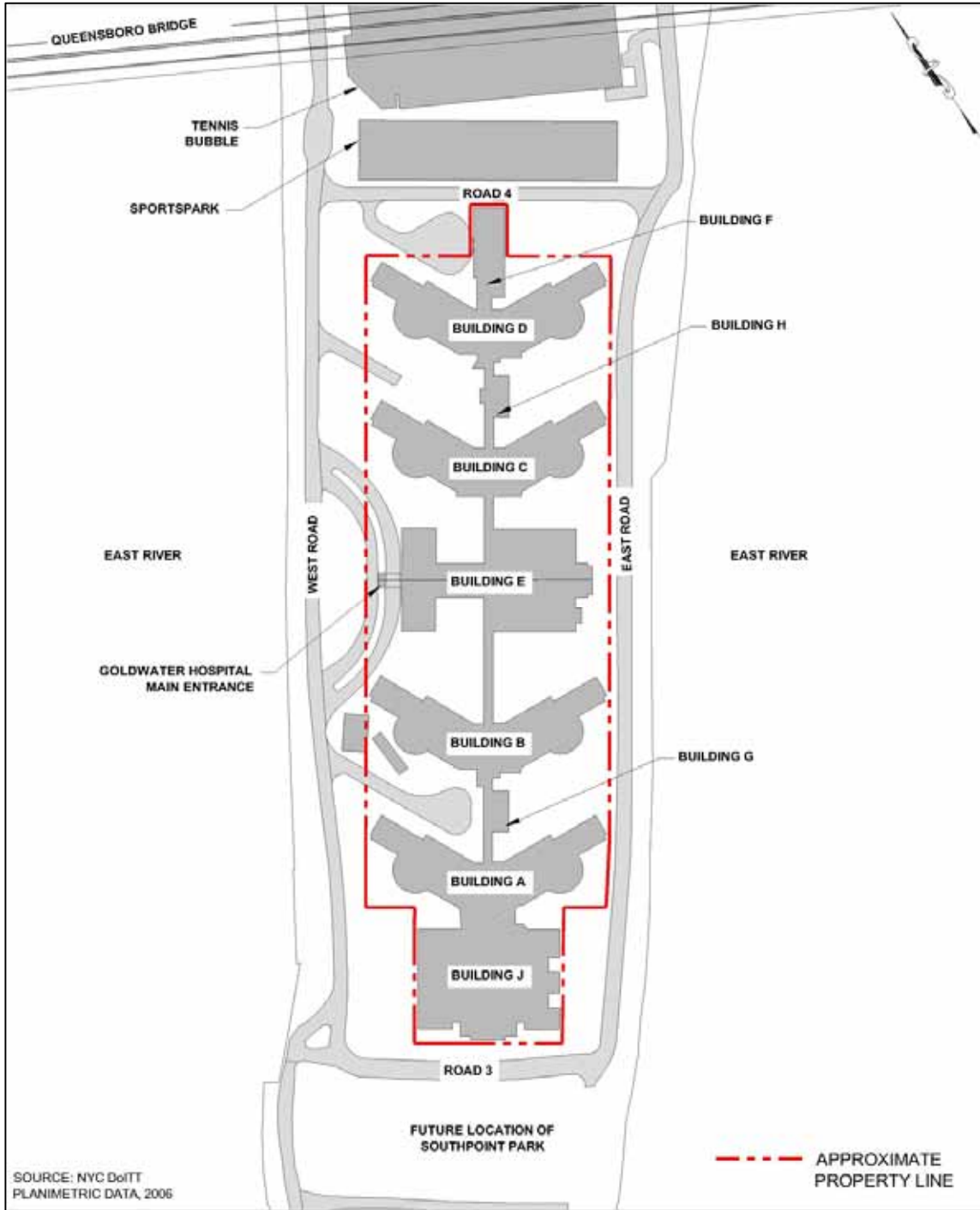


Exhibit L – Detailed Site Map (Source: AKRF)

Site Development Guidelines

Proposals for the RI Site must follow the guidelines and parameters laid out below.

Lease Provisions

The City lease to ESDC indicates that in the event that the Goldwater Campus shall no longer be devoted to hospital uses, the property should be developed in a manner consistent with the General Development Plan (“GDP”). In addition, the lease states that ESDC (acting through RIOC) should be consulted with a view to developing a plan for development of the Goldwater Campus as a part of the GDP. Preliminary conversations with ESDC indicate support for development of the Project on the RI Site. The GDP and City lease to ESDC are included in the Site File.

Zoning

Under the Zoning Resolution the Goldwater Campus is zoned R7-2, which is a medium density housing district. The zoning for the Goldwater Campus allows for 3.44 FAR for Residential Development and 6.5 FAR for Community Space. The current zoning also allows for colleges or universities, including professional schools but excluding business colleges or trade schools. Student dormitories are also permitted. Commercial uses on site may be allowable depending on their relation to the Applied Sciences Facility and whether these uses are deemed an accessory use. It is anticipated that non-accessory retail uses will require re-zoning. Depending on the Respondents development plan the Goldwater Campus may need to be rezoned in order to accommodate the Project. This would entail an environmental review under CEQR and a public review process under ULURP.

Respondents should note that the lot line for the Goldwater Campus does not currently extend to the roads surrounding the site. However, the GDP does state that access will be provided to the Goldwater Hospital.

Respondents should also note that the RI Site falls within a waterfront area and is subject to the provisions of the Zoning Resolution governing waterfront areas.

Design Guidelines

Any development would need to be undertaken in consultation with RIOC, and the design would require PDC approval.

Approval Process

As noted in the body of the RFP, the Developer will be required to seek relevant Project approvals during the Predevelopment Agreement Term, and prior to entering into the Lease, Funding Agreement and Assignment. Development of the RI Site will require entering into a Funding Agreement, Assignment, and Lease. It is anticipated that the RI Site will be removed from the master HHC lease and separately leased to the Developer by the City, through NYCEDC. It is anticipated that the RI Site Project will therefore require, amongst others, the approvals below. The following is not a comprehensive list of approvals that would be required for the Full Build (e.g. City of New York Department of Buildings approval of construction documents, amongst others).

City Comptroller / City's Office of Management and Budget

The Funding Agreement will require approval of the City's Office of Management and Budget and registration by the City Comptroller.

CEQR

The Project will be subject to City Environmental Quality Review (“CEQR”). An NYCEDC planner will assist the Developer and its consultants in complying with applicable environmental review procedures, including preparation of an EAS and, if necessary, an EIS.

ULURP

The Project will be subject to ULURP approval. It is anticipated that the ULURP review would encompass the lease of City property and zoning modifications. An NYCEDC planner will assist the Developer and its consultants in complying with ULURP. There will be one ULURP process for all approvals necessary for the Project.

384(b)(4)

The Project will be subject to City Charter Section 384(b)(4) for public review of business terms. The Developer will present its plans to both the relevant local Community Board as well as the relevant Borough Board as a part of the 384(b)(4) review process.

NYCEDC

The Project will be subject to review and approval internally by the NYCEDC Board of Directors.

Public Design Commission ("PDC")

The Project design will be subject to review and approval by PDC.

Site Location

Borough: Manhattan
Neighborhood: Roosevelt Island
Block: 1373 Lot: 20
Community Board: 8



Exhibit M – Aerial Map of RI Site

Transportation

- City Bus Routes — Q102
- Subway Stations
- Roosevelt Island Tramway
- Site

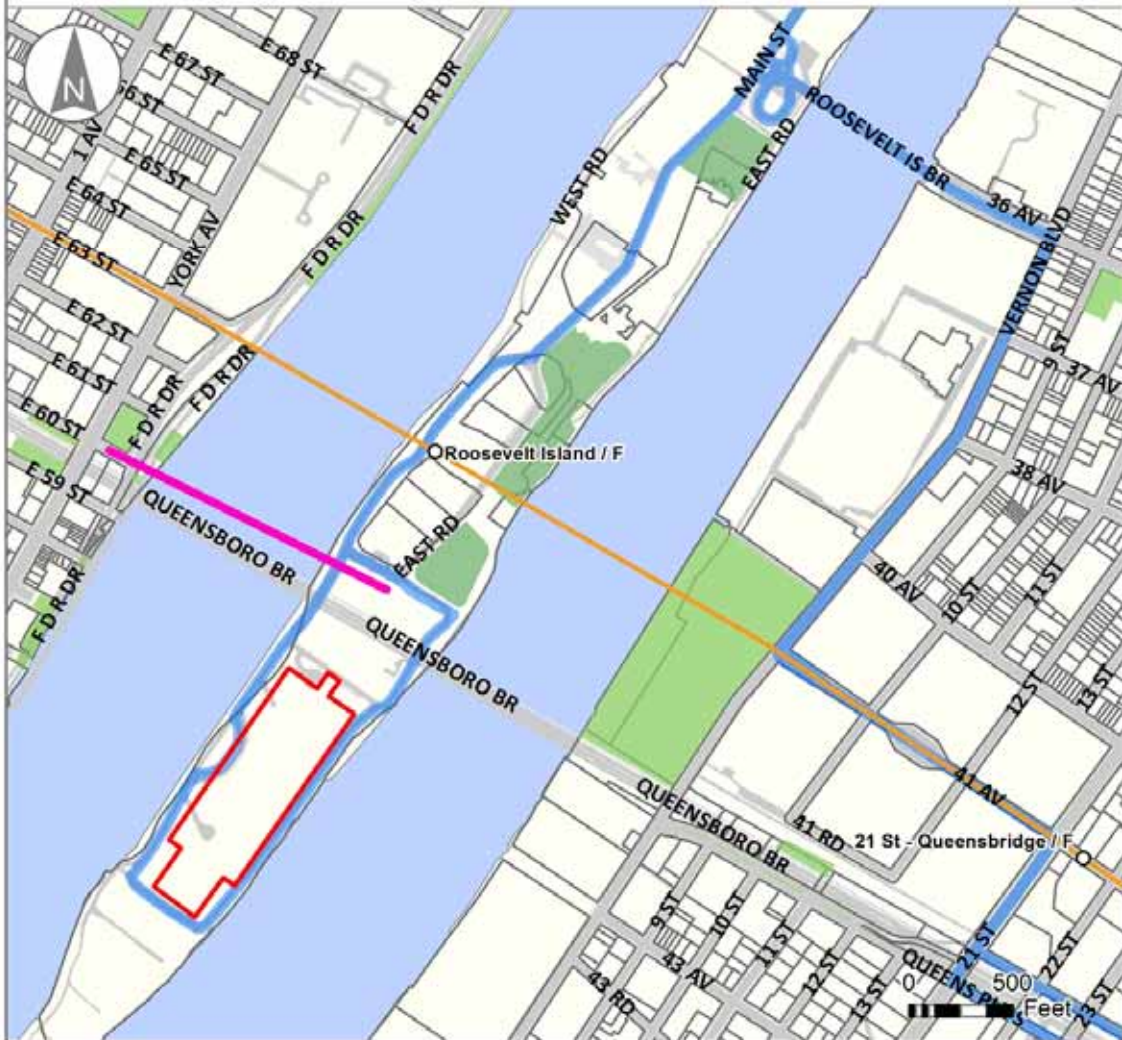


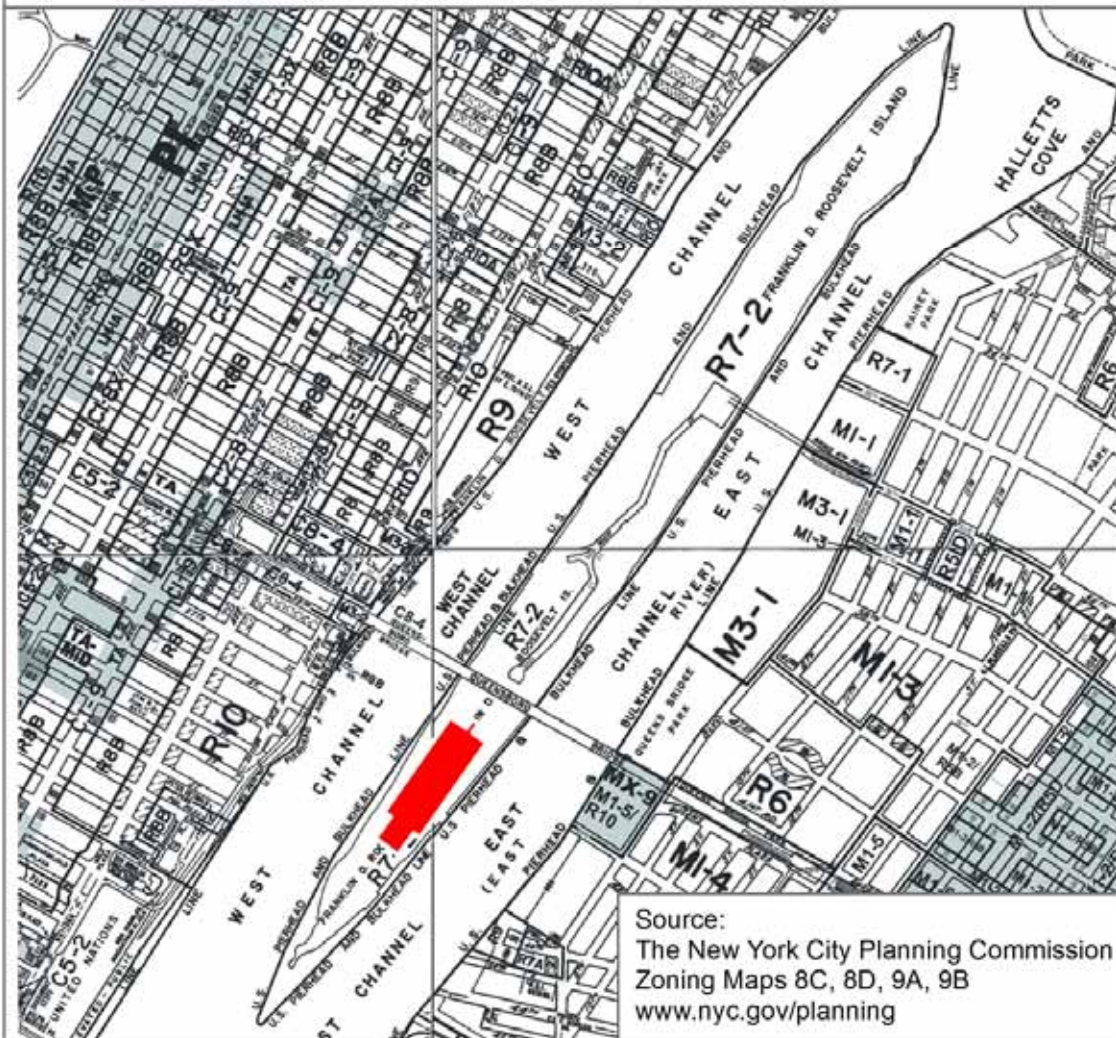
Exhibit N – Transportation Map of RI Site

Zoning

Borough: Manhattan
Block: 1373 Lot: 20
Zoning District: R7-2



 Site



Source:
The New York City Planning Commission
Zoning Maps 8C, 8D, 9A, 9B
www.nyc.gov/planning

Exhibit O – Zoning Map of RI Site

Existing Infrastructure

Since the infrastructure on the island was built by a state agency, everything was built to the state standards at that time. Although not required to follow city code, RIOC has adopted guidelines that are consistent with those of the NYC Department of Design and Construction ("DDC") in preparation for the turnover of Roosevelt Island from RIOC to NYC in 2068 (end of the lease period). In general, RIOC has planned for new construction to comply with city code (e.g., steel faced curb, street lighting, etc.).

Although Roosevelt Island is in the borough of Manhattan, it receives its police, fire, sanitation, and power services from Queens. Much of the infrastructure under and surrounding the RI Site is in good condition. NYCEDC has undertaken significant due diligence on utilities within and immediately surrounding the RI Site in order to provide a thorough understanding of existing conditions, summarized in the AKRF RI Site Assessment Study included in the Site File ("AKRF RI Study"), along with all back-up utility maps and reports. Summary diagrams of existing infrastructure conditions are included as *Exhibits P - V*.

Water

Water service on Roosevelt Island is expected to be adequate in size to support the Project. However, it is anticipated that water mains immediately surrounding the RI Site may need to be rebuilt given their proximity to Project construction and given their age and condition.

Based on DEP records, there are two water mains that supply water to Roosevelt Island. Water is supplied from Queens by a 12" diameter steel water main built in 1955. The second source of water for Roosevelt Island is a 20" diameter ductile iron pipe (DIP) water main built in 1973 that enters the island from 35th Avenue in Queens. This water main is located in the same subaqueous tunnel as a 20" diameter sanitary force main. In addition, Roosevelt Island also has a 4" water line that is connected to the island from City Water Tunnel #3 at Shaft #15b, which is located between Coler Campus and the Roosevelt Island Bridge. This 4" water line connects from the shaft to the 20" water main located within Main Street.

The Goldwater Campus is served by a 12" diameter cast iron pipe (CIP) water main built in 1902 in East Road. There is a 6" diameter CIP water main at the south end of the RI Site and another 12" diameter CIP water main built in 1924 in West Road. There are four fire hydrants serving the RI Site on East Road, 3 fire hydrants on Road 3 south of the site and 5 fire hydrants on West Road.

DEP maintains water mains located on Roosevelt Island. DEP personnel performed a hydrant flow test on April 20, 2011 at the direction of AKRF on the 12-inch diameter water main located in East Road adjacent to the RI Site. The static pressure was taken on the west side of East Road at the second hydrant south of the Queensboro Bridge. The static pressure at this hydrant was 70 pounds per inch (psi). The residual pressure when 500 gallons of water per minute was flowing was taken at the third hydrant south of the Queensboro Bridge on the west side of East Road. The residual pressure at this location was 69 psi.

Storm Sewer

There is a functioning storm sewer system on Roosevelt Island but its condition and design at the RI Site may not be sufficient to support the Project. According to the 1992 RIOC survey, there are nineteen outfalls discharging stormwater runoff east of the site and into the East River and eighteen outfalls discharging to the west (bounded by areas south of the "Sportspark" and north of "Old City Hospital") and into the East River. The survey listed a number of the existing outfalls as buried or inaccessible.

NYCEDC has commissioned video inspections of the storm water outfalls to determine if they can be reused. Such results will be made available in August of 2011. If the existing storm sewers are adequate for reuse, it is expected that they would continue to be maintained by RIOC. If new

outfalls are required RIOC has requested that they be constructed to DEP standards but it is anticipated that RIOC will maintain the new outfalls.

Sanitary Sewer

There is a functioning sanitary system in place on Roosevelt Island which also services the RI Site. Some upgrades of the surrounding line may be required to support the Project. In addition some upgrades may be required to the south and main pump stations.

There are three pump stations on Roosevelt Island which are owned and operated by DEP. The south pump station collects sanitary sewer from the buildings south of the Queensboro Bridge and pumps sanitary flows to the gravity line within Main Street which eventually discharges to the main pump station. The main pump station is where all sanitary flow from Roosevelt Island is collected. Flow from the main pump station is pumped through a 20" sub-aqueous forcemain and discharged to an interceptor pipe located in Queens.

The gravity sanitary sewers in East Road range in size from a 10" diameter sewer to an 18" diameter sewer and flow from north to south and drain into the south pump station. According to a survey commissioned in 1992 by RIOC, there is a force main from the Tram Building which conveys sanitary flow to an 8" gravity line at the Sportspark. The flow is then further directed into a 10" diameter gravity sewer in the East Road, adjacent to Goldwater Campus. On the west side of the RI Site, there is a 10" diameter sanitary sewer in West Road at the northwest corner of Goldwater Campus. The sewer in West Road ranges in size from 10" diameter to 12" diameter pipes. This sewer system conveys flow to an 18" diameter sewer in Road 3 (the southernmost roadway adjacent to the RI Site), to a 24" diameter pipe and then into the south pump station at the southeast corner of the RI Site. Based on as-built records, the sanitary sewers serving the RI Site are all constructed from vitrified clay pipe (with the exception of the 24" diameter pipe which is reinforced concrete pipe).

From the south pump station, a 14" diameter sanitary force main conveys flow to the north side of the Queensboro Bridge and then flows by gravity via a 30" diameter gravity sewer. Eventually the flow is connected to the Main pump station.

Electric

It is anticipated that the power supply on the Island would be adequate to support up to a 2 million square foot Project.

Power distribution to Roosevelt Island is via six existing high tension (13.8 Kilo Volt(K.V.)) distribution feeders from the 63rd Street Substation in Manhattan. The electrical conduit traverses the East River on the Queensboro Bridge and supplies electrical service to the existing buildings at the Goldwater Campus via 4 high tension (13.8 K.V.) distribution feeders beneath West Road.

There is no existing electrical service from Queens.

There is an additional electric service from the 53rd Street Subway Tunnel. The MTA houses equipment used to power the third rail of the subway line in the Strecker Laboratory Building. ConEd low-tension plates indicate that the service from the subway tunnel extends to and provides service to the DEP south pump station

ConEd estimates that Goldwater Campus currently uses approximately 6,000 Kilo Volt Amperes (kVA) via 4 distribution feeders.

Gas

It is expected that existing gas service to the RI Site will not be adequate to service the Project. Roosevelt Island is serviced with gas via two 8" diameter risers which connect to the island through the ConEd Ravenswood Tunnel. This tunnel is located within Main Street south of the

Roosevelt Island Bridge. Both of the existing 8" gas lines are supplied from Queens and no gas is supplied to the island from Manhattan. From the Ravenswood Tunnel, gas is conveyed south, under Main Street, to the RI Site. Gas is currently connected to Goldwater Campus at the northwest corner of the site between Buildings D and F via a 2" diameter medium pressure main constructed in 1993. The more recently constructed residential complexes, installed within the last 10 years, rely on electric heat because of the limited capacity/pressure in the current gas supply system.

Telecommunications

Verizon service connects to Roosevelt Island through the subway tunnel located south of the RI Site (MTA 53rd Street Subway Tunnel) near the location of the existing Strecker Lab building. From this location, Verizon service is carried north through an easement located along the eastern side of the RI Site. Currently, Verizon FIOS service is provided to several of the buildings on the island. It is anticipated that telecommunications services will be available for the Project.

Steam

Roosevelt Island contains a steam plant, which is referred to as the "Power House". It is located slightly north of the Queensboro Bridge in the area of the existing Tram Building. The steam plant is located on land controlled by RIOC but is operated by HHC. The plant currently operates using No. 6 fuel oil, which is brought to the site by truck.

The steam plant provides heat to the Goldwater and Coler Campuses as well as the Sportspark and the Motorgate Garage. A 5" and 8" diameter steam pipe enter Building D through a service tunnel that connects Coler and Goldwater Campuses. The 5" steam pipe is for summer use and the 8" steam pipe is for winter use.

Conversations with Coler-Goldwater Hospital personnel indicate that the amount of steam that the plant currently produces is adequate for both hospitals but is excessive if only one is functioning. When Goldwater Campus is vacated, providing steam to Coler Campus will require the construction of a new, smaller steam plant. Design and construction of such a plant would take several years.

AVAC

Roosevelt Island employs a unique system used to handle refuse collection. The Automated Vacuum Collection System ("AVAC") uses pneumatic tubes to transfer waste from the residential and commercial sections of the island to a central location. All waste is forced through conduit to the AVAC building, which is located north of the Motorgate Garage on the east side of Roosevelt Island. Once the waste reaches this location it is compacted and transferred to truck containers which are carted off of the island. The AVAC system serves the buildings between Coler and Goldwater Campuses but does not serve either of the hospitals. On the south end of the island, service extends to the Sportspark, which is in close proximity to the RI Site. This system is controlled by RIOC but is operated by the New York City Department of Sanitation. The AVAC system does not handle recyclable waste and instead the carting of recyclables is privately contracted.

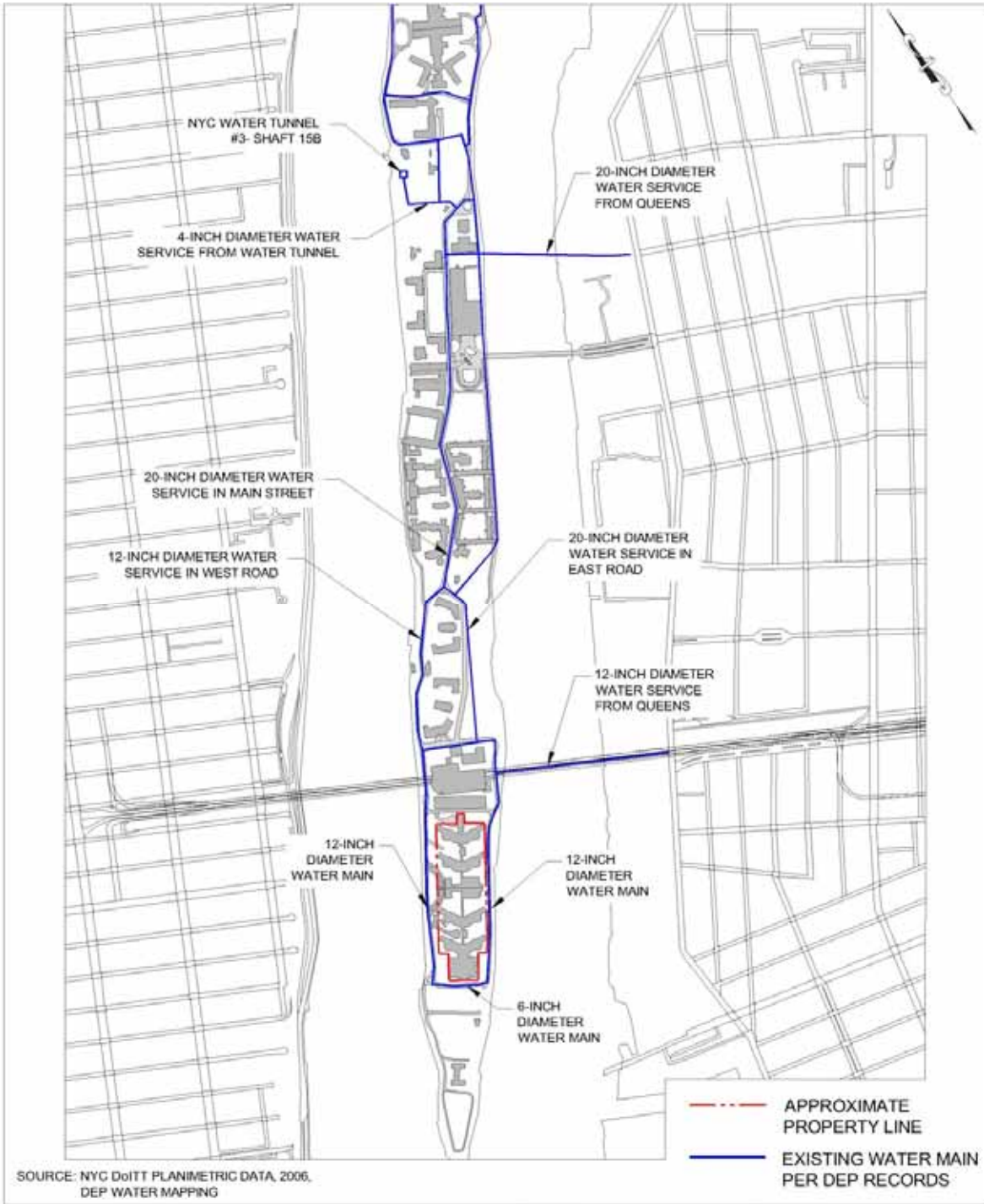


Exhibit P – Existing Water Infrastructure at RI Site

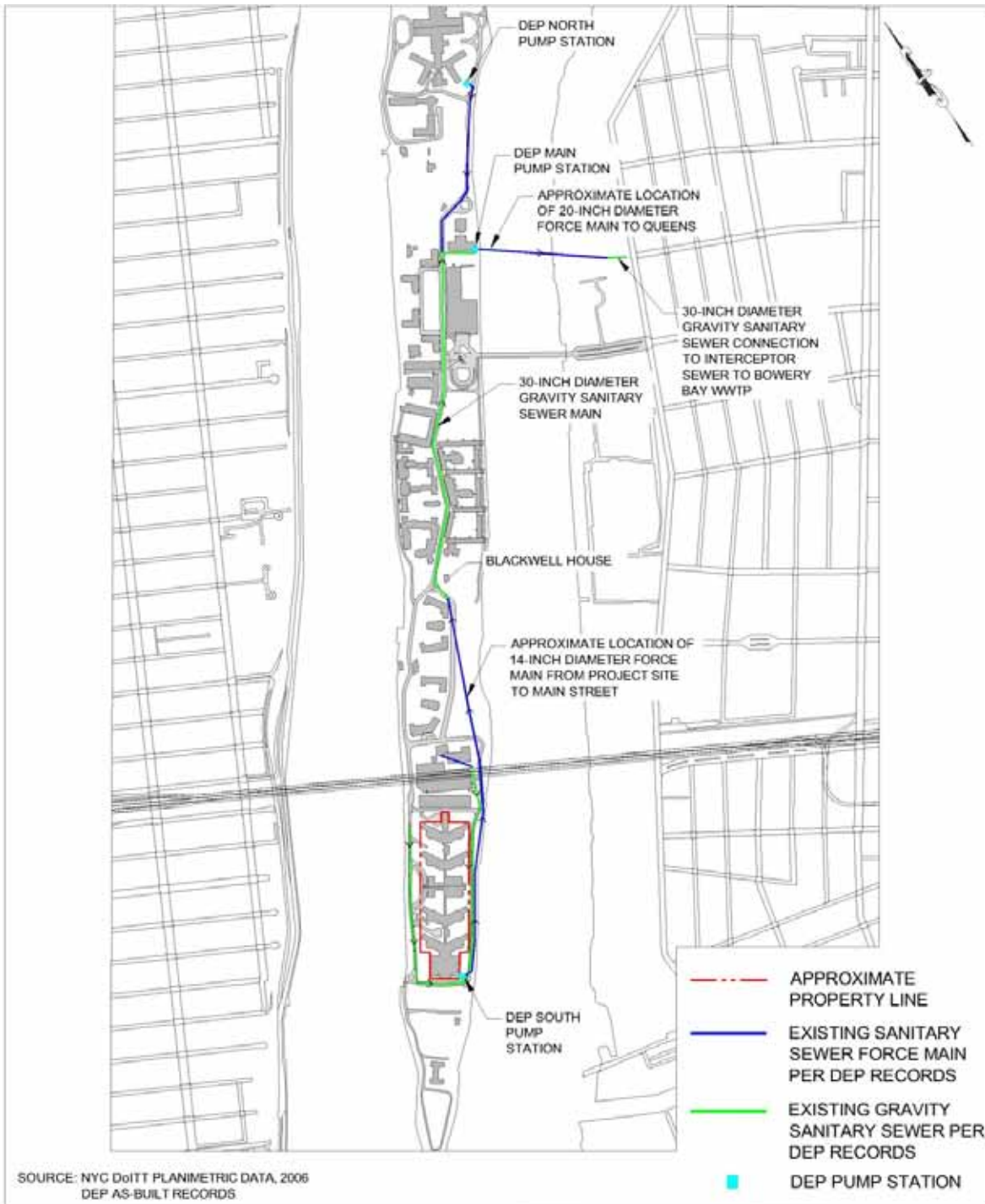


Exhibit Q – Existing Sanitary Sewer Infrastructure at RI (Drawing 1 of 2)

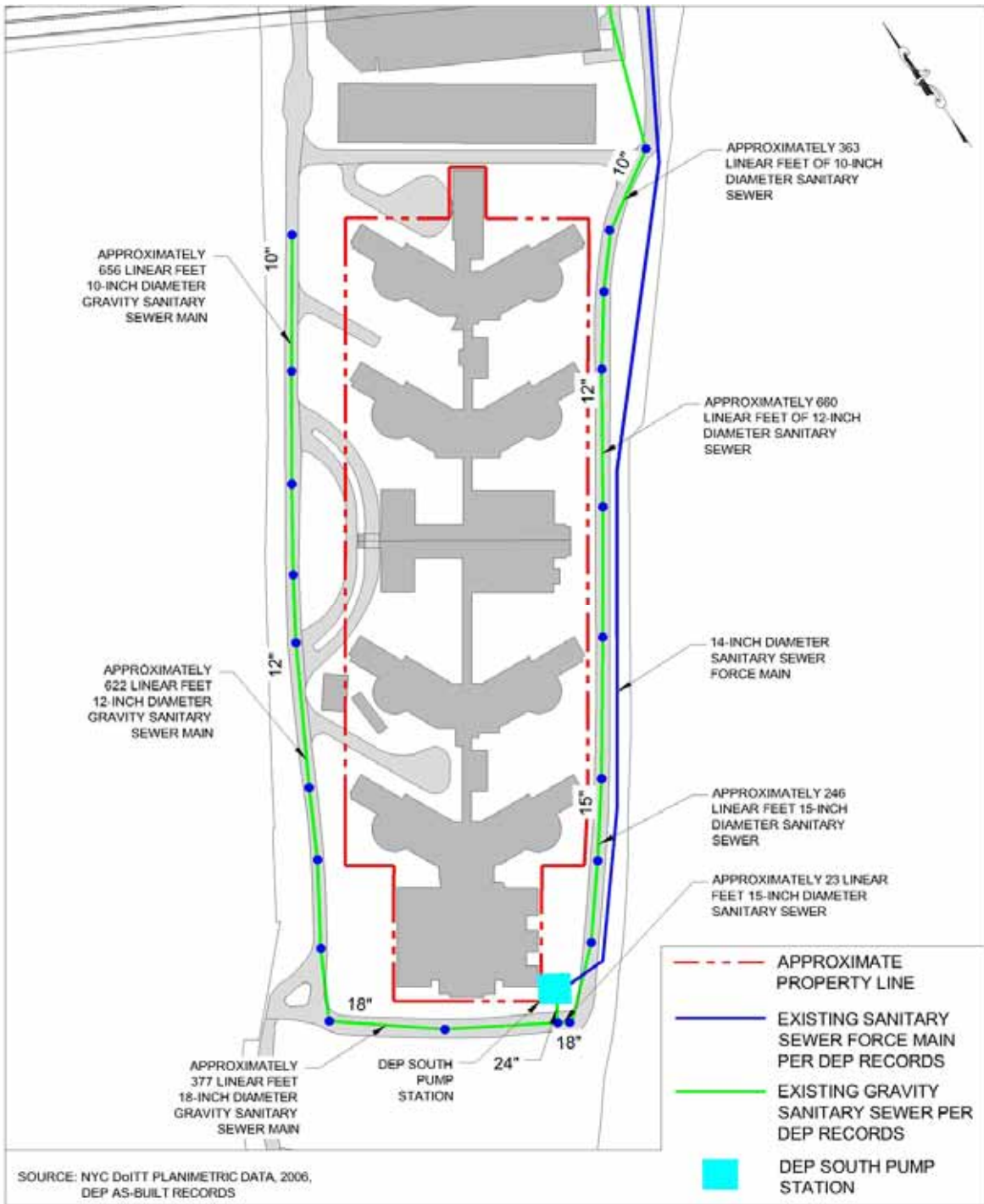


Exhibit R – Existing Sanitary Sewer Infrastructure at RI Site (Drawing 2 of 2)

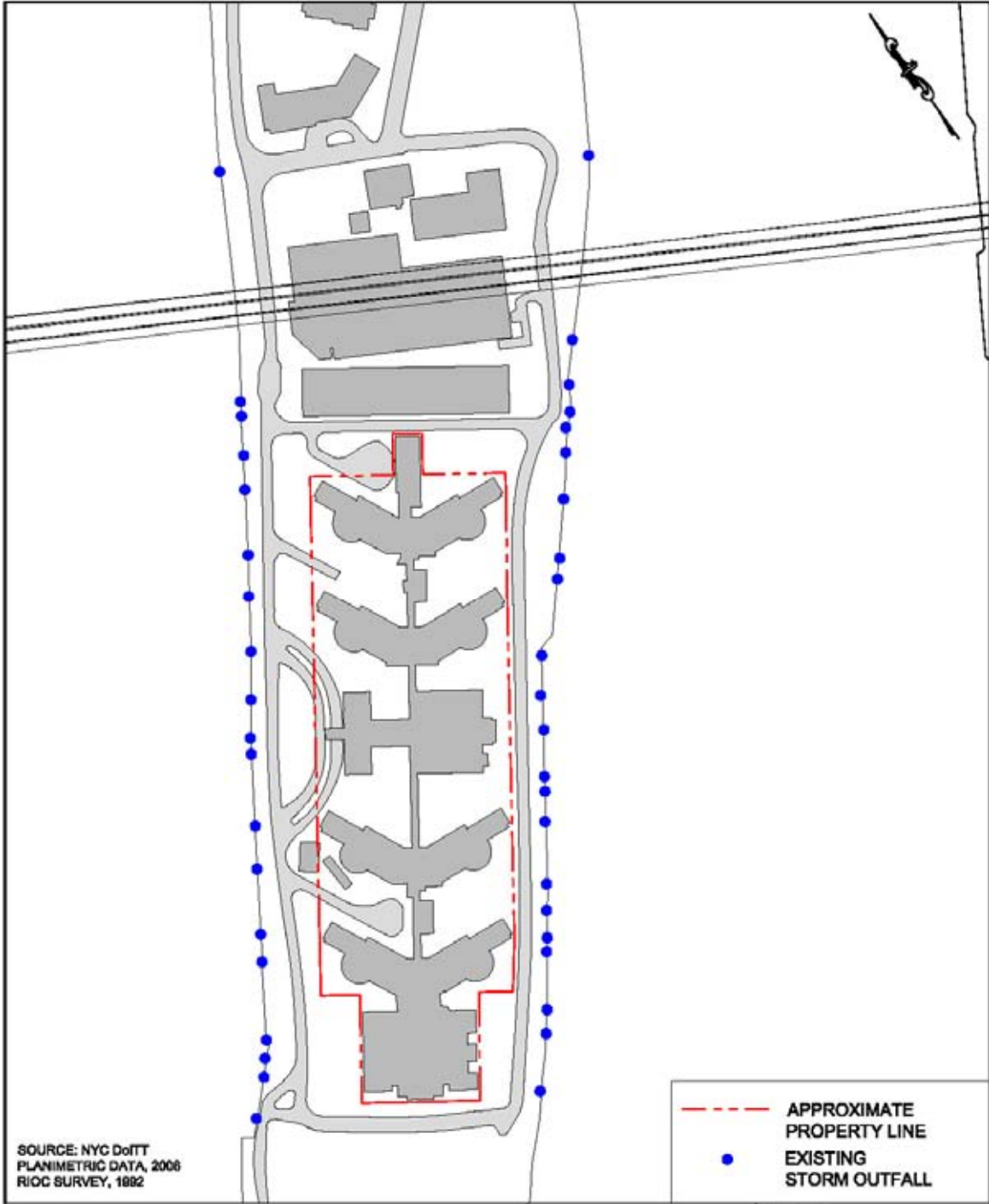


Exhibit S – Storm Water Infrastructure at RI Site

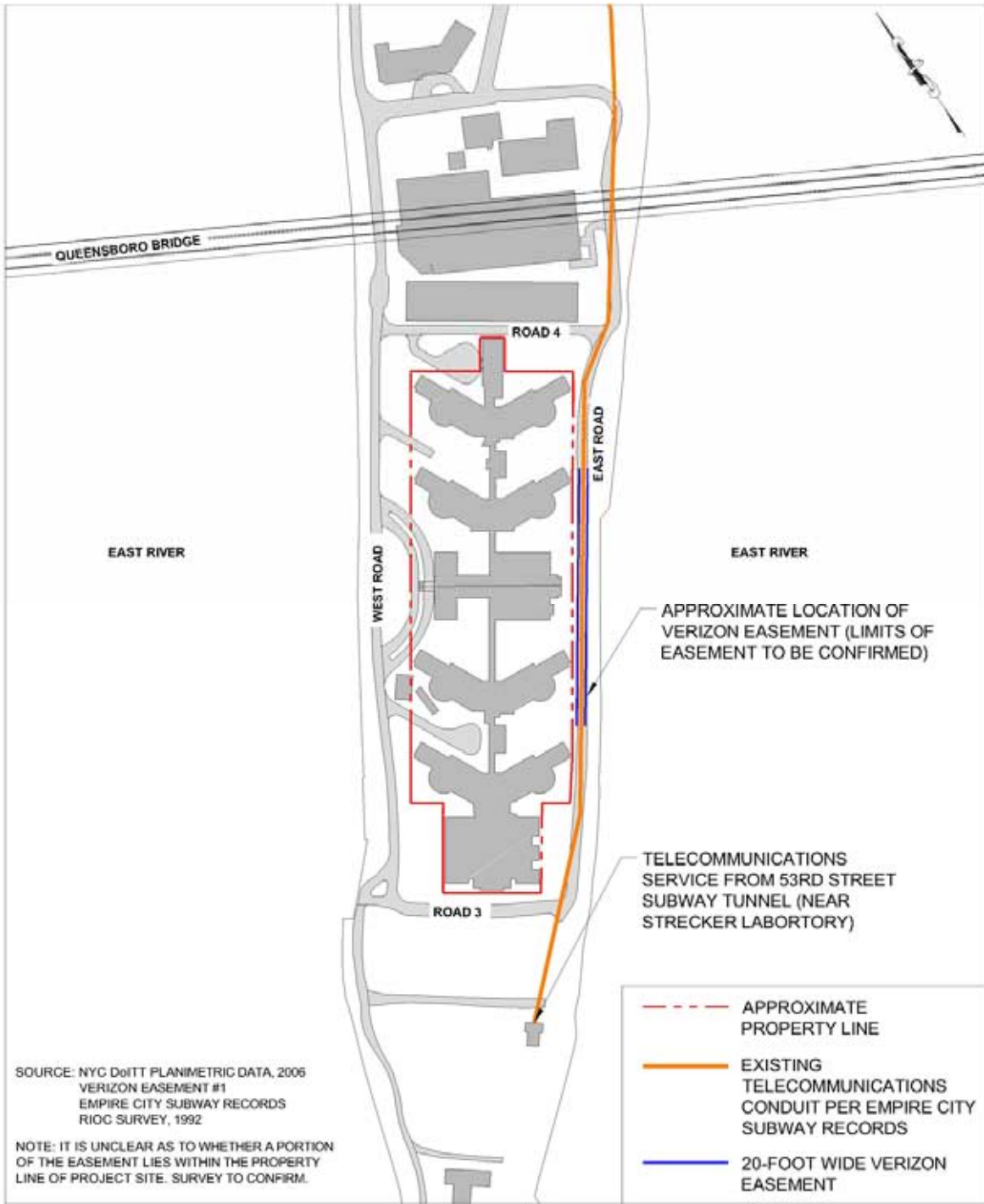


Exhibit T – Existing Telecommunications Infrastructure at RI Site

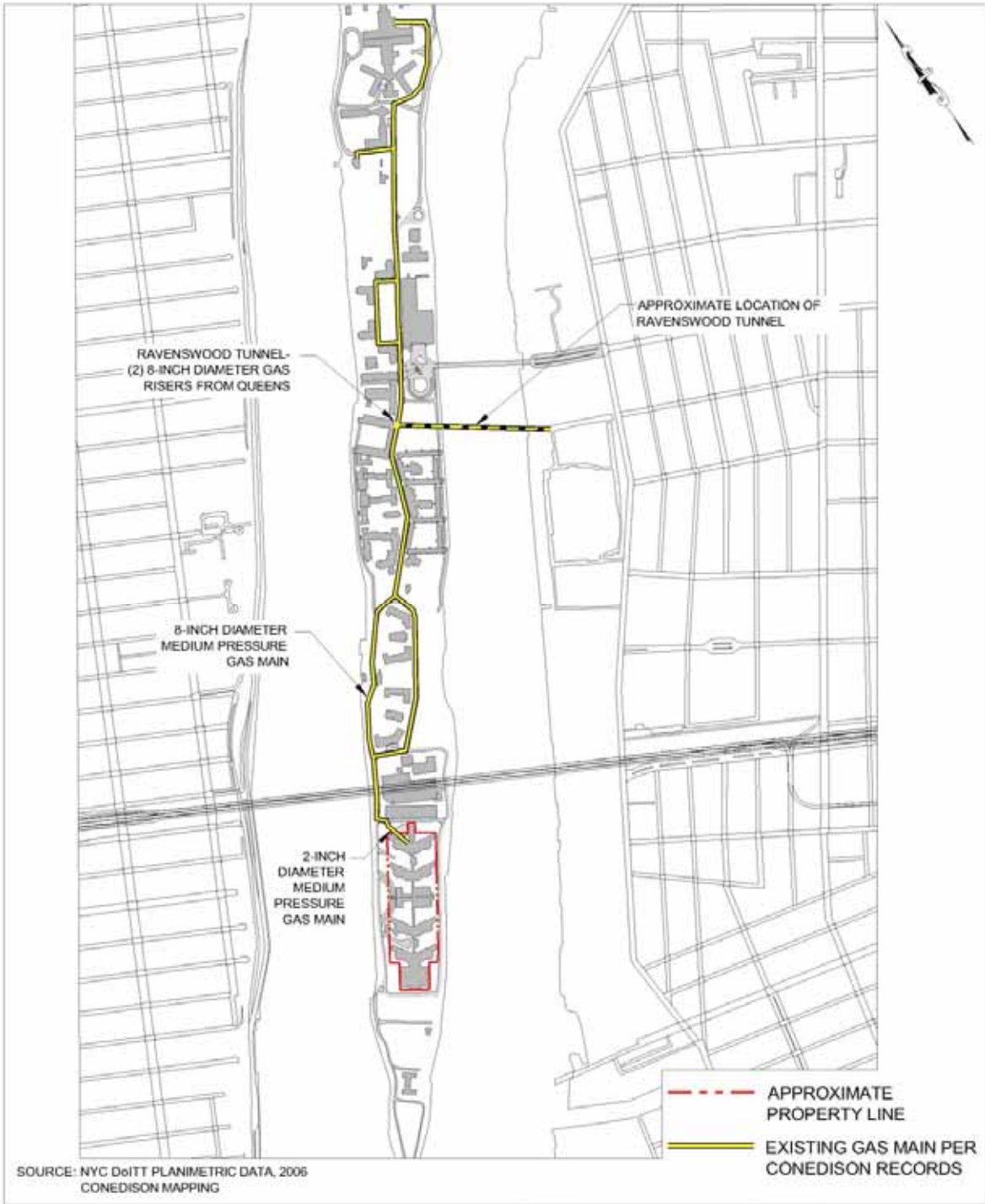


Exhibit U – Existing Gas Infrastructure at RI Site

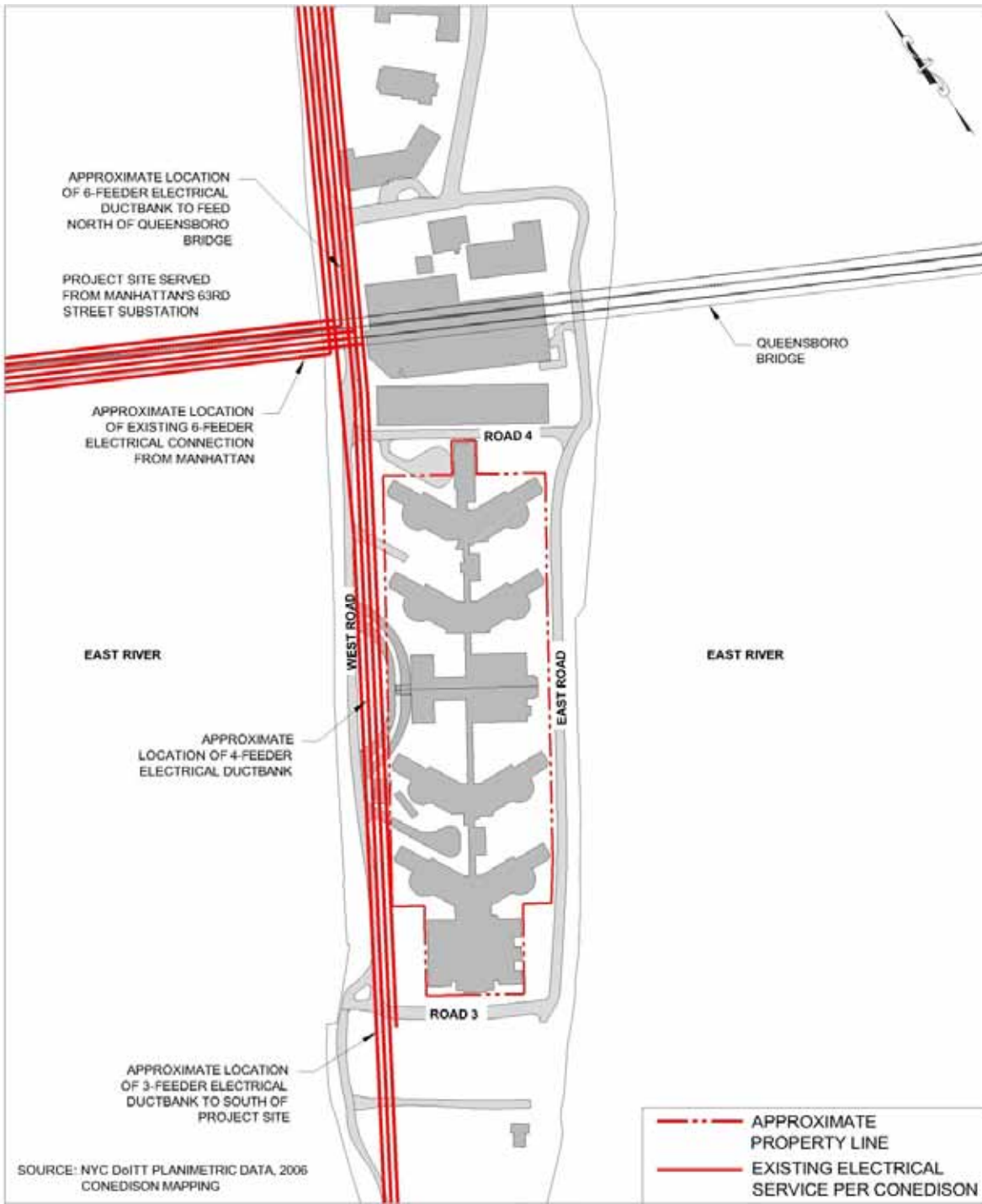


Exhibit V – Existing Electric Infrastructure at RI

Capital Support at Roosevelt Island

The City intends to make a Capital Award contribution for the RI Site of up to approximately \$100 million which would need to be used for Capitally Eligible Expenses. Respondents will be judged on the total amount of the Capital Award requested, with lower requests preferred.

RI Off-Site Work Scope

The AKRF RI Study identifies infrastructure work within and outside of the bounds of the RI Site that it is anticipated would be required in order to facilitate a Project of up to 2.0 million square feet. NYCEDC has used this study to identify limited off-site scope items that it is willing to perform to facilitate the Project (the "RI Off-Site Work Scope"). The RI Off-Site Work Scope does not include all the site make ready work that is necessary for the Full Build – please see the AKRF RI Study for more information.

The RI Off-Site Work Scope is limited to the three items below, the cost of which totals \$37 million (the estimate of this work is included in the Site File as "RI Off-Site Work Estimate"). A Respondent may request that NYCEDC perform portions of the RI Off-Site Work Scope and take the relevant and corresponding costs as a deduction in the Capital Award (e.g. if a Respondent requests that NYCEDC perform the entire RI Off-Site Work Scope, the maximum City capital available to the Respondent will be \$63 million).

- Sanitary Sewer (\$15MM)
 - New partial sanitary sewer in Main Street, new partial sanitary sewer in Queens, relining of a portion of the existing piping in East Road and Road 3 leading to the DEP South Pump Station and a \$9MM Allowance for upgrade of South and Main DEP Pump Station (see page 7 of the AKRF RI Study).
- Gas (\$18MM)
 - Allowance for ConEd to bring gas service to RI Site (see page 13 of the AKRF RI Study).
- Electric (\$4MM)
 - Extend two (2) additional feeders located north of the site down to property line boxes (see page 15 of the AKRF RI Study).

It is anticipated that, if a Respondent were to request that NYCEDC perform the RI Off-Site Work Scope, NYCEDC would complete the work in three years (a year and a half for design and approvals and another year and a half for construction).

APPENDIX C: GOVERNORS ISLAND, DEVELOPMENT SITES

Governors Island (the “Island”) is a 172 acre island located ½ mile from the southern tip of Manhattan and ¼ mile from Brooklyn. It contains nearly 225 buildings, considerable open space and mature trees, piers, and substantial recreational amenities. The waterfront offers dramatic and impressive vistas of the New York skyline, the New York Harbor, the Statue of Liberty, Ellis Island, and the Brooklyn Bridge. The outer edge of the Island is defined by a 2.2-mile Great Promenade, and the interior is divided into two distinct halves by Division Road: the 92-acre North Island and the 80-acre South Island.

The Island is currently visited each year by approximately 500,000 people who come to enjoy bike riding along the promenade, free public concerts or simply to spend time in this green, public space. The Island has served as a venue for numerous arts and sports events, concerts and other recreational events that draw visitors from throughout the five boroughs and beyond during a public season that stretches roughly from June to October.

The City recently announced a \$325 million capital plan for the Island, including \$260 million in new funding. Improvements will include upgrades to the potable water, electrical, and telecom systems, reconstruction of significant elements of the storm sewer and seawall system, rehabilitation of the Island primary maritime facilities, and open space investments including, an overhaul of the park space on the North Island, and a new 22-acre park on the South Island. The planned park improvements that comprise phase one of the Park and Public Space Master Plan for Governors Island include features such as the Hammock Grove and the Play Lawn (See *Exhibit W – Phase 1 Park Plan* and *Exhibit X – Master Plan*). The plan is currently in the design development phase with environmental review underway and with commencement of construction of phase one in 2012.

History

The Island served an important military function from the 1800s until the 1960s. During the American Civil War, it was used for recruitment and as a prison for captured Confederate soldiers. In World Wars I and II the Island served as a supply base for Army ground and air forces. In 1966, the Island was transferred to the U.S. Coast Guard and became its largest installation, serving both as a self-contained residential community and as a base of operations.

In 1997, the Coast Guard closed its facilities on the Island. On January 31, 2003, 150 acres of the Island were transferred jointly to the City and New York State. The remaining 22 acres were declared the Governors Island National Monument (the “National Monument”), which is owned and managed by the National Park Service. In July 2010, the City- and State-owned portion of the Island was transferred to Governors Island Corporation (d/b/a The Trust for Governors Island) (“TGI”), a newly created not-for-profit entity which is an instrumentality of the City. See *Exhibit Y – Island Map* for a map of the existing conditions on the Island.

North Island

The 92-acre North Island includes the 22-acre National Monument. The remaining portion of the North Island is owned and managed by TGI. The North Island is both a National Historic Landmark District and a New York City Landmarks Historic District. It includes more than one million square feet of available real estate in 50 historic buildings, ranging in size from 3,000 square foot single-family homes, to the 400,000 square foot Liggett Hall (c. 1929), a military housing structure designed by McKim, Mead & White. Liggett Hall, a 440,000 square foot brick and concrete structure, is able to accommodate a variety of uses, faces a row of historic houses built between 1893 and 1917 for officer’s housing. Buildings include former housing, offices, and other military structures. While the district as a whole, and the building facades, are protected by historic preservation regulations, most of the interiors are not, and would be available for gut rehabilitation and reconfiguration.

South Island

The southern half of the Island was added as part of a landfilling process that occurred during the early 20th century. There is more than one million square feet in existing buildings on the South Island, all of which is slated for demolition. The buildings were built by the Coast Guard in the 1970's and 1980's and it is not economically efficient to consider re-using these structures. TGI has established two separate zones for future development on the South Island. Between these two development zones, and extending to the southern tip of the Island, will be the new park and public space.



Exhibit W – Phase 1 Park Plan



Exhibit X – Master Plan



Exhibit Y – Island Map

Transportation Options

The Island is currently accessible via a TGI-operated vehicle and passenger ferry that leaves from the Battery Maritime Building (“BMB”) in Lower Manhattan. BMB is conveniently located near numerous subway lines and Manhattan’s two major roadways (the FDR Drive and the West Side Highway). The ferry currently operates on weekdays throughout the year and departs from BMB every hour from 7AM to 6PM, and all week during the summer season (approximately June-October). The ferry arrives at the Island at Soissons Dock. In addition to the BMB, there are additional passenger ferry landings on Governors Island (Pier 101 and Yankee Pier), and throughout New York Harbor. Commercial ferry services are available for service to these ferry landings on a contract basis. For example, during the summer season, free passenger ferry service is also available on the weekends from Brooklyn, leaving from Pier 6 at the foot of Atlantic Avenue.

Site Location

The GI Site identified in this RFP includes nearly all of the existing historic buildings on the North Island, as well as the two development zones on the South Island.

The North Island site includes all vacant buildings on the TGI-owned portion of the North Island. The only exceptions are buildings 550 and 134, which are under lease to the Urban Assembly New York Harbor School.

The South Island parcels consist of two separate development pads: an east pad (“East Pad”) and a west pad (“West Pad”). The East Pad is approximately 28 acres and the West Pad is approximately 8 acres.

Site Description

The North Island is a relatively natural, rolling landscape, while the South Island is predominantly level land, occupied by vacant buildings. The two development pads on the South Island are bounded by Division Road to the north, the planned Great Promenade to the exterior and the planned 40-acre South Island park to the interior.

Buildings

The South Island portion of the GI Site includes dozens of structures previously used for family housing and other ancillary uses such as an auto shop, gas station, bath house and pool, and support center. It is assumed that all of the buildings within this portion of the GI Site would be demolished (see *Exhibit AC*).

Seawall Conditions

Ocean and Coastal Consultants (“OCC”) performed a study in November 2008 to evaluate the condition of the seawall. The seawall surrounding the waterfront perimeter of Governors Island generally consists of between five and eleven courses of granite stone blocks. There are seawall courses that remain above water or underwater regardless of the tide, while others lie within the tidal zone. While the size of the granite blocks varies along different areas of the seawall the typical block is approximately 5 feet long, between 18 inches and 24 inches tall and approximately 30 inches deep. The joints between seawall blocks are filled with mortar of varying thicknesses. The shoreline below the seawall generally is protected by riprap stones up to 3 feet in diameter. The waterfront in the area between Pier 102 and Pier 101 is protected by sections of steel sheet pile bulkhead and in some areas may not have granite blocks inshore of the bulkhead. The existing conditions portion of the OCC Report is included in the Site File.

Floodplain

According to FEMA maps, the perimeter of the Island is within the 100-year floodplain and the 500-year floodplain extends to the interior of the Island. However the interior of the North Island falls outside of the 500-year flood plain. A FEMA map for the Island is not included in the Site File; however, the FEMA map can be accessed online at <http://msc.fema.gov>.

Geotechnical

Geotechnical reports for Governors Island categorize the soil on the Island into two general classifications: 1) soil inboard of the historic shoreline and 2) soil outboard of the historic shoreline. According to these reports, the geologic profile of the historic section of the Island, or soil inboard of the historic shoreline, consists of miscellaneous fill (sands with silt and gravel and brick, wood, ashes and cinder), above glacial soils (sands with silt, clay and gravel, and boulders and cobbles), decomposed rock and bedrock. The geologic profile of the “filled” in area of the Island, or soil outboard of the historic shoreline, consists of miscellaneous fill (sands with silt and gravel and metal, cobbles, boulders, brick and cement), organic silt and clay, glacial soils (sand with silt, clay and gravel, and boulders) and bedrock. Geotechnical reports for the Island are included in the Site File.

Haz Mats

TRC Environmental Corporation performed a Site Characterization Investigation in March 2011 to further characterize the soil and groundwater conditions on the Island. Most of the subsurface material is non-hazardous contaminated urban fill but there are discrete hazardous hot spots in the former industrial/working pier areas, outside of the areas identified for redevelopment as part of this RFP. In addition, due to the storage of munitions during the U.S. Coast Guard and Department of Defense tenure, there is potential for unexploded ordnances throughout the Island; the oversight of an explosives expert during all invasive site work is necessary and required. The TRC Report is included in the Site File.

Site Availability

The GI Site would be available for lease and development immediately following receipt of all approvals.

Site Development Guidelines

Proposals for the GI Site and any adaptive reuse on the North Island must follow the guidelines and parameters laid out below.

Deed Restrictions

The Island is subject to a number of restrictions intended to preserve public use on the Island, including the requirement that the specific types of uses be part of the long term redevelopment of the Island, including:

- Parkland
- Educational uses
- Open space
- Museums and historic sites
- Transportation uses (i.e. ferry facilities)
- Not-for-profit cultural facilities

The Island may also contain a number of different ancillary uses, including:

- Entertainment facilities
- Short-term or extended stay accommodations (e.g. dormitories or faculty housing)
- Cultural and arts facilities
- Hospitality uses, including hotels and conference/banquet facilities
- Commercial office space
- Retail, service and dining facilities
- Public parks
- Health facilities
- Other public, commercial and mixed-use purposes

Certain uses are explicitly prohibited, including:

- Residential uses, except for residential use associated with the required or ancillary uses described above
- Industrial or manufacturing uses
- Casino or gaming uses
- Parking (except for service vehicles)
- Electric power generating stations other than those that furnish power only to the Island

Zoning

The Island is currently zoned R3-2. Respondents should also note that according to waterfront zoning regulations the GI Site falls within a waterfront area and is subject to the provisions of the waterfront zoning chapter.

While the specific actions required will be a function of each Respondent's development plan, it is anticipated that the GI Site will need to be rezoned in order to accommodate the Project. A rezoning would entail an environmental review under CEQR and a public review process under ULURP.

Design Guidelines

Development on the North Island must be guided by the Governors Island Preservation and Design Manual (a copy of which is provided in the Site File). Development on the South Island is not guided by historic considerations but will be subject to design guidelines, and other regulatory reviews, as applicable.

Approval Process

As noted in the body of the RFP, the Developer will be required to seek relevant Project approvals during the Predevelopment Agreement Term, and prior to entering into the Lease and Funding Agreement. Development of the GI Site will require entering into a Funding Agreement and Lease. It is anticipated that the GI Site will be leased to the Developer by TGI. It is anticipated that the GI Site Project will therefore require, amongst others, the approvals below. The following is not a comprehensive list of approvals that would be required for the Full Build (e.g. City of New York Department of Buildings approval of construction documents, amongst others).

City Comptroller / City's Office of Management and Budget

The Funding Agreement will require approval of the City's Office of Management and Budget and registration by the City Comptroller.

Tax Lot Subdivision

It is anticipated that the Developer will pursue a tax lot subdivision to create a separate tax lot representing only that portion of the GI Site utilized for the Project.

Lease Business Terms

The business terms of the Lease will be subject to approval by the TGI Board of Directors, the First Deputy Mayor and the DSBS Commissioner. Existing deed restrictions prohibit a purchase option for the GI Site.

CEQR

The Project will be subject to City Environmental Quality Review ("CEQR"). An NYCEDC planner will assist the Developer and its consultants in complying with applicable environmental review procedures, including preparation of an EAS and, if necessary, an EIS.

ULURP

It is anticipated that the Project will be subject to ULURP review and approval for zoning modifications, and any other. An NYCEDC planner will assist the Developer and its consultants in complying with ULURP. There will be one ULURP process for all approvals necessary for the Project.


NYCEDC

The Funding Agreement will be subject to review and approval internally by the NYCEDC Executive Committee.

Site Location

Borough: Manhattan
Block: 1 Lot: 10
Community Board: 1



 East and West Pads

Note: TGI-owned portions of the North Island are also part of GI Site



Exhibit Z – GI Site Location

Transportation

- Subway Stations
- Governors Island Ferry
- Friday East River Ferry Service
- ▭ East and West Pads



Note: TGI-owned portions of the North Island are also part of GI Site

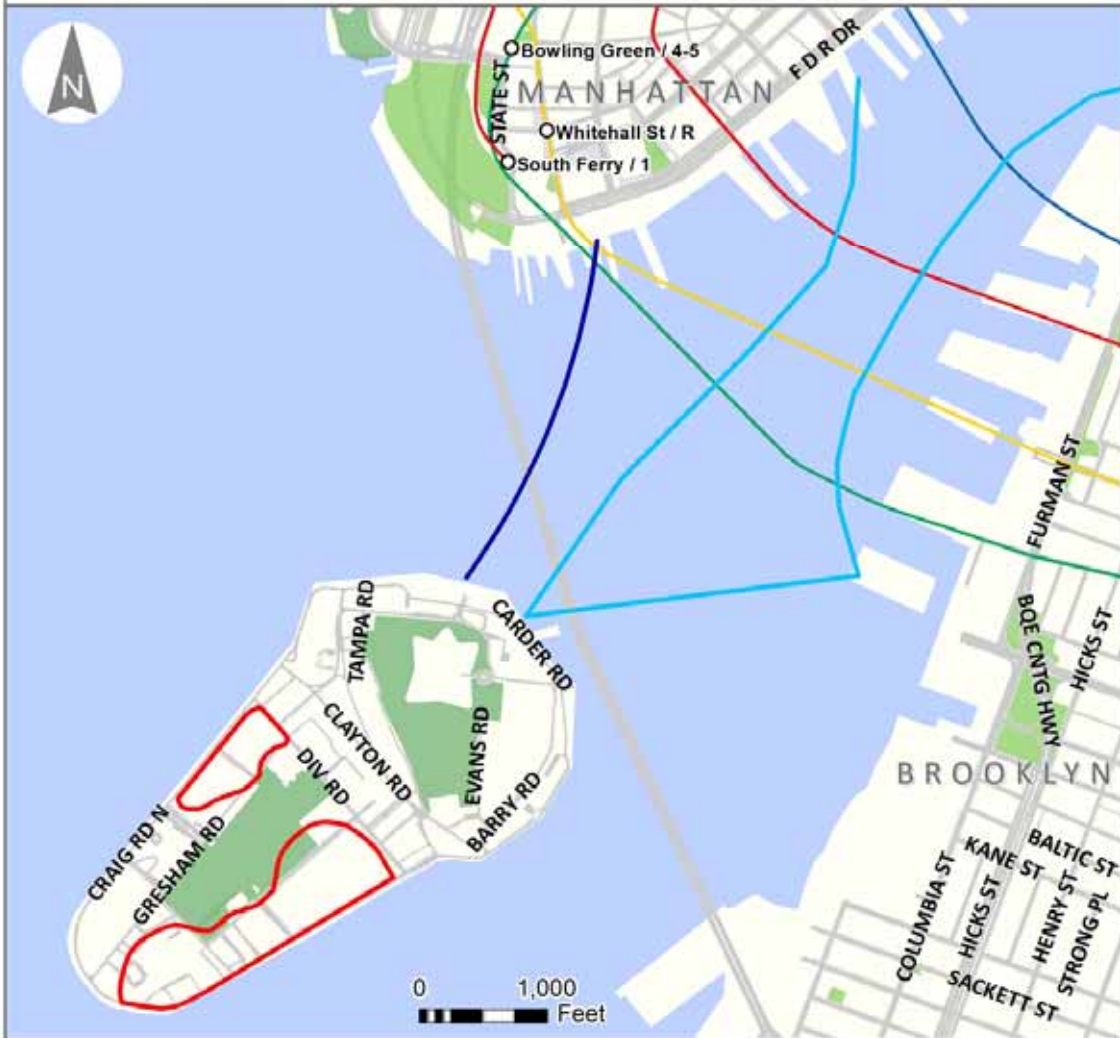



Exhibit AA – GI Site Transportation

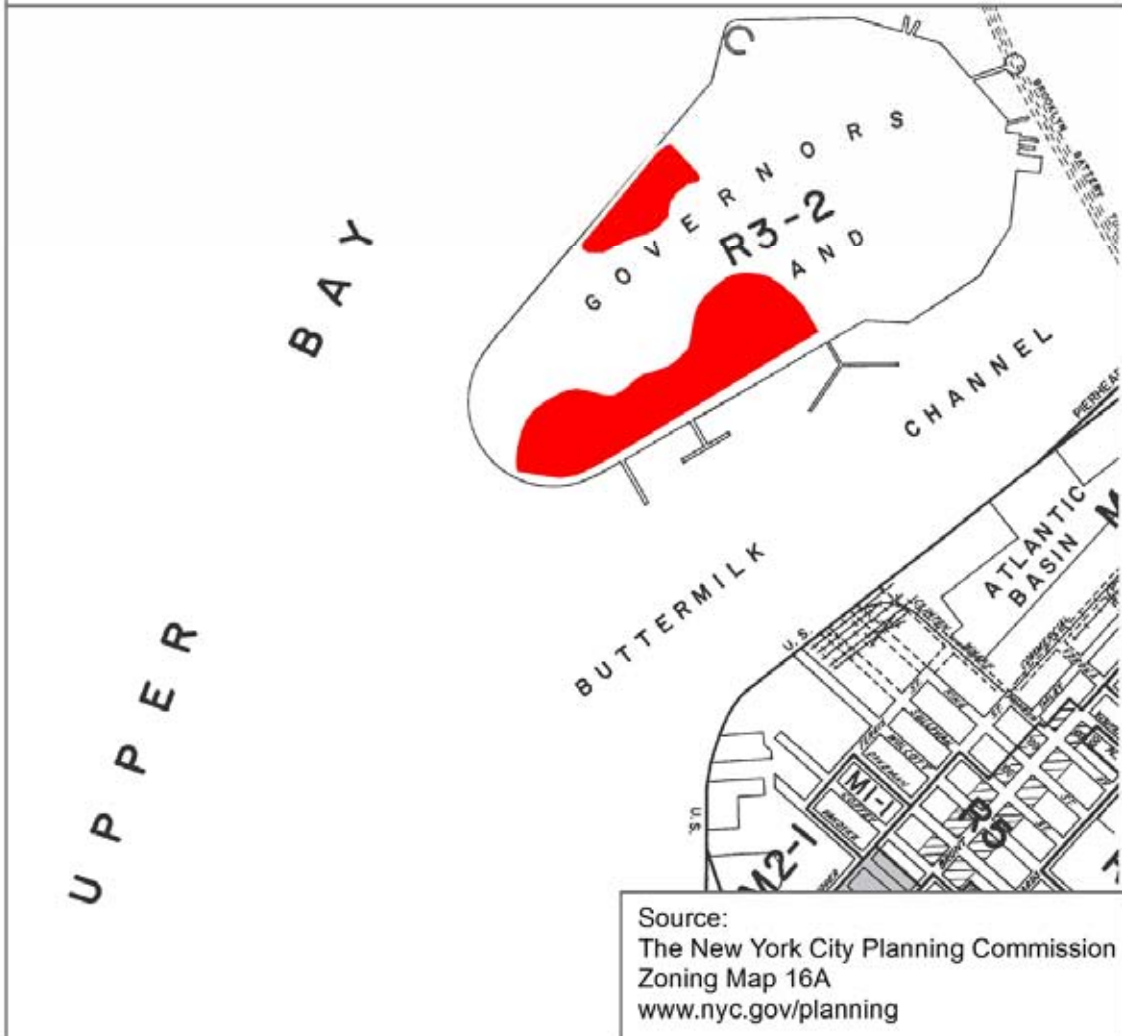
Zoning

Borough: Manhattan
Block: 1 Lot: 10
Zoning District: R3-2



 East and West Pads

Note: TGI-owned portions of the North Island are also part of GI Site



Source:
The New York City Planning Commission
Zoning Map 16A
www.nyc.gov/planning

Exhibit AB – GI Site Zoning

Existing and Planned/Funded Infrastructure

Currently, the Island has working sanitary sewers, natural gas lines, storm sewers and electrical systems. The Island does not have potable water service. In planning for the development currently underway at the Island, it was determined that potable water service needed to be supplied to the Island and that most of the existing utilities would require significant upgrade. Through previously allocated City capital and with the recently made \$260mm award, TGI currently has funding of \$325mm for these significant infrastructure improvements. The below infrastructure subsections outline both the existing infrastructure and the improvements that are currently funded and underway. This infrastructure is illustrated in *Exhibits AC – AI* – please note that locations are approximate.

Water

As noted, the Island currently has no potable water service. The existing pipes under the Island and connecting the Island to Brooklyn are not reusable. TGI is currently proceeding with the construction of a new 12” subaqueous pipe to connect the Island to Brooklyn. In addition, a distribution main will be constructed across a portion of the North Island. The existing and funded water infrastructure does not provide service redundancy in the event that the new subaqueous water service to the Island is interrupted.

Storm Sewer

The existing storm sewers on the Island are in varying states of repair. TGI is currently proceeding with the consolidation of storm sewer outfalls at the perimeter of portions of the Island and is also planning to supply new drainage pipes throughout areas of new park development as depicted in *Exhibit AE*. This work includes replacing outfalls and the storm sewer lines leading to the outfalls.

Sanitary Sewer

TGI is currently funded for and proceeding with the construction of new sanitary sewer piping in the South Park and limited repairs to existing sanitary sewer piping connecting the Island to Brooklyn.

Electric

TGI is currently funded for and proceeding with a new 27KV capable electrical service to the Island through the Brooklyn Battery Tunnel. TGI is also completing a partial replacement of the raceway and cable for the existing 5KV system.

Telecommunications

TGI is currently funded for and proceeding with a new fiber-optic telecommunications service to the Island through the Brooklyn Battery Tunnel. TGI is also installing new conduit and cables from building 130 to 140.

Seawall

TGI is funded for a comprehensive repair and replacement of the seawall, in close coordination with the storm sewer work outlined above. This project will occur over the next several years and will include the complete replacement of areas that receive the greatest impact from waves and other natural forces, and substantial repair of the remainder of the seawall. Maintenance of the seawall is expected to remain the responsibility of TGI.

Other Amenities

TGI is currently funded for and proceeding with the following:

- Rehabilitation of Yankee Pier scheduled 2015 and 2019,
- Rehabilitation of Soissons Dock scheduled 2012, 2015, 2018, and
- Construction of the South Park Hammock Grove, and Play Lawn.

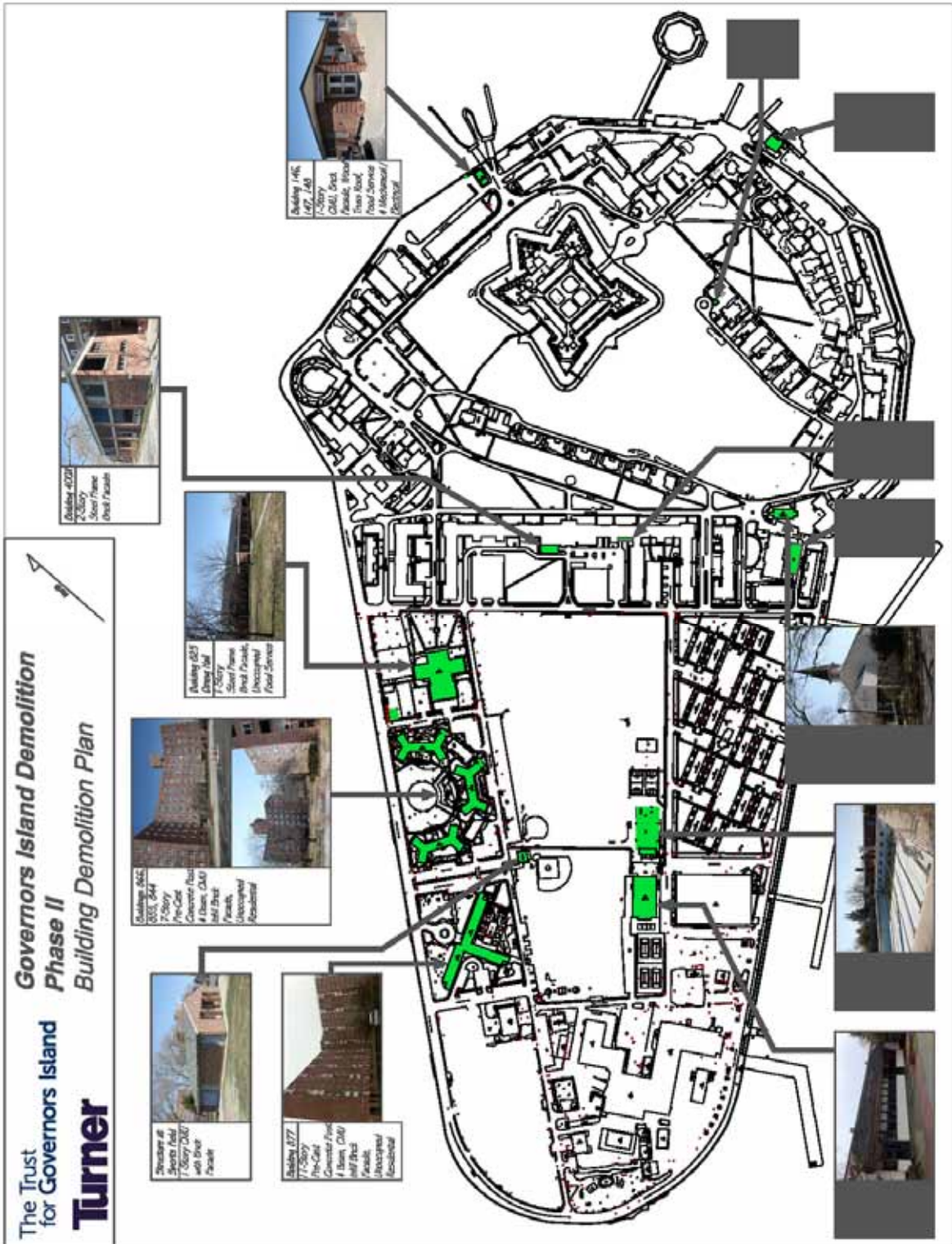


Exhibit AC – GI Site Funded Demolition Work



Exhibit AD –Approximate Island Funded Water Main Work



Exhibit AE – Approximate Island Funded Storm Water Work



Exhibit AF – Approximate Island Funded Sanitary Sewer Work



Exhibit AG – Approximate Island Funded Electrical Work



Exhibit AH – Approximate Island Funded Tele Data Work

Area of Basis for GI Direct Work Scope



NYCEDC GMIS 07/12/11

Exhibit A1 – Approximate Area of Basis for GI Off-Site Work Scope

Capital Support at Governors Island

The City intends to make a Capital Award contribution for the GI Site of up to approximately \$100 million which would need to be used for Capitally Eligible Expenses. Respondents will be judged on the total amount of the Capital Award requested, with lower requests preferred. For the GI Site, any elements of the GI Off-Site Work Scope that are required for the Project must be performed by the City or NYCEDC and, therefore, the cost of such items will be deducted on a dollar for dollar basis from the Capital Award.

GI Off-Site Work Scope

The due diligence included in the Site File identifies infrastructure work within and outside of the bounds of the GI Site that it is anticipated would be required in order to facilitate a Project of up to 1.0 million square feet. The GI Off-Site Work Scope does not include all the site make ready work that is necessary for the Full Build – please see the due diligence included in the Site File for more information.

The GI Off-Site Work Scope is limited to the six items below, the cost of which totals \$82 million (the estimate of this work is included in the Site File as “GI Off-Site Work Estimate”). A Respondent must note which portions of the GI Off-Site Work Scope are required for the Project. The relevant and corresponding costs for those portions of the GI Off-Site Work Scope required for the Project will be deducted from the Capital Award (e.g. if a Respondent requires that the City or NYCEDC perform the entire GI Off-Site Work Scope, the maximum City capital available to the Respondent will be \$18 million).

- Sanitary Sewer (\$32MM)
 - Replacement of existing sanitary sewer line from Island to Brooklyn pump station. Distribution of this new sewer will be provided to the perimeter of the GI Site.
- Water (\$20MM)
 - Installation of a second 12” subaqueous water pipe to Brooklyn in order to provide redundancy for development of the GI Site. Distribution of potable water will be provided to the perimeter of the East Pad on the South Island portion of the GI Site.
- Electric (\$13MM)
 - Extension of the four 27KVA electrical feeders being run through the Brooklyn Battery Tunnel to the northern perimeter of the East Pad on the South Island portion GI Site; and, additionally, extension of 5KVA feeders from a new substation (substation itself not in scope) back to building 130 to support the existing Island facilities.
- Tele/Data (\$1MM)
 - Conduit distribution to the perimeter of the East Pad on South Island portion GI Site for a new telecommunications service. Cable to be provided by the service provider.
- Storm Water (\$13MM)
 - Four new outfalls and associated piping work at perimeter of the East Pad on the South Island portion of the GI Site.
- Seawall (\$3MM)
 - Rebuild seawall surrounding four new storm water outfalls.

GI Off-Site Work Scope assumes the following:

- GI Off-Site Work Scope and estimate was developed for the portion of the East Pad indicated in *Exhibit A1*.
- GI Off-Site Work Scope and estimate assumes the use of Yankee Pier for NYCEDC or the City’s work. It is expected that Yankee Pier will be available. If Yankee Pier is unavailable for such use, an upgrade to Lima Pier will be required to allow it to be used by construction personnel. This upgrade is estimated to cost \$8.5 million.

It is anticipated that, if a Respondent were to require the completion of the GI Off-Site Work Scope for the Project, that NYCEDC or the City would complete the work in three years (a year and a half for design and approvals and another year and a half for construction).

APPENDIX D: ALTERNATE SITE

As noted in the RFP, the City intends to allocate capital for the Project. Respondents proposing to locate the Project at an Alternate Site must identify and secure control of the relevant site. The Developer will be required to show the ability to gain site control with, at a minimum, an option to purchase or lease, before the Predevelopment Agreement can be executed. The Developer must secure full site control before NYCEDC will enter into the Funding Agreement.

Approval Process

As noted in the body of the RFP, the Developer will be required to seek relevant Project approvals during the Predevelopment Agreement Term, and prior to entering into the Project Agreements. In order to obtain the Capital Award for a Project located on an Alternate Site, the Developer must enter into the Funding Agreement. The Alternate Site Project will therefore require, amongst others, the following approvals:

City Comptroller / City's Office of Management and Budget

The Funding Agreement will require approval of the City's Office of Management and Budget and registration by the City Comptroller.

CEQR

The Project will be subject to City Environmental Quality Review ("CEQR"). An NYCEDC planner will assist the Developer and its consultants in complying with applicable environmental review procedures, including preparation of an EAS and, if necessary, an EIS.

NYCEDC

The Funding Agreement will be subject to review and approval internally by the NYCEDC Executive Committee.

APPENDIX E: ECONOMIC DEVELOPMENT BENEFITS

The following are select economic development benefits that may be available to certain Projects if the Project meets 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 described herein are subject to approval by the appropriate governmental agencies. Accordingly, neither the Respondents nor any third party should view the contents of this section as a final offer from, or commitment of, the State, City, NYCEDC or any other affiliated or unaffiliated agency or public authority. The information below is subject to change.

Program Administering Agencies

ESDC

ESDC is New York State's primary agent for economic development, dedicated to making New York the most compelling place in which to live, work and do business. ESDC works in partnership with the public and private sectors to create an environment that spurs innovation and economic development while enhancing New York State's competitive advantage as the world capital for many industries, ranging from finance and media to technology and agriculture. ESDC's services include helping companies identify the financial assistance that will most benefit their business including direct loans, loan guarantees and grants that can help companies reduce the costs of undertaking a job creation or retention project in the State. ESDC administers the Excelsior Program, which provides benefits for job creation and job growth. For further information, please visit: <http://www.empire.state.ny.us/>

New York City Industrial Development Agency ("IDA")

NYCEDC administers the programs of the IDA. The IDA issues double and triple tax-exempt industrial development revenue bonds to assist eligible commercial and industrial businesses to finance capital expansion projects within the City's five boroughs. These organizations may also qualify for abatements on their sales, real estate and mortgage recording taxes (if applicable). An eligible project must create or retain permanent jobs in New York City and IDA financing must be necessary to induce the project to be undertaken in the City.

For more information regarding the programs' eligibility requirements and restrictions, contact:

New York City Economic Development Corporation
Real Estate Transaction Services
110 William Street
New York, NY 10038
(212) 312-3600 / (888) NYC-0100
www.nycedc.com/nycida

New York City Department of Small Business Services ("DSBS")

DSBS makes it easier for businesses in the City to form, do business, and grow by providing direct assistance to business owners, fostering neighborhood development in commercial districts, and linking employers to a skilled and qualified workforce. DSBS provides the following services:

Workforce Career Centers are located throughout the five boroughs and provide the City's jobseekers with a full array of employment services including career advisement, job search counseling, skills training, and job placement. DSBS runs New York City's workforce development programs, which connect employers to a skilled workforce and provide training and placement services to the City's adult workforce. For more information, please visit: www.nyc.gov/workforce

NYC Business Solutions Training Funds ("Training Funds") provide the City employers with funding and support to develop the skills of their workers and promote career advancement for their employees. The program provides benefits for both employers and their entry-level workers.

By offering financial support for training, Training Funds help employers to afford training programs that can reduce turnover and increase productivity, thereby lowering the cost of doing business in the City. At the same time, trainees benefit from new skills, increased compensation, and a higher quality of life. Through both channels, Training Funds strengthen the City's economy. For more information, please visit: www.nyc.gov/training

NYC Business Solutions is a suite of services offered by DSBS to help businesses start, operate and expand in the City. Regardless of the size or stage of a business, NYC Business Solutions can help meet the needs of entrepreneurs and business owners. NYC Business Solutions' services can be accessed at NYC Business Solutions Centers located in the five boroughs. For more information, please visit: www.nyc.gov/businesssolutions

Financing Programs

Dormitory Authority of the State of New York ("DASNY")

The Dormitory Authority of the State of New York is a public authority empowered to provide financing and construction services to nonprofit higher education and health care institutions, certain state agencies, and nonprofit organizations specified by law. The following programs may apply to the Project. Visit www.dasny.org for more information.

Independent Colleges and Universities Revenue Bonds are issued to finance the construction and renovation of facilities and acquisition of equipment for private, nonprofit colleges and universities. The Bonds are secured in most instances by the general pledge of revenues of the not-for-profit institution. The Bonds in most cases may be insured by a municipal bond insurance provider guarantying the timely payment of interest and principal payments on the outstanding bonds or backed by a letter of credit.

The Tax-Exempt Equipment Leasing Program is available to any customer authorized to finance their construction projects through the Dormitory Authority. Under this program, a traditional two-party commercial lease is converted into a tri-party tax-exempt lease and sub-lease structure. The commercial lender retains the role of lessor, with DASNY as the tax-exempt lessee. DASNY then subleases the equipment to the customer, who makes rental payments, with those payments assigned to the lending source. Because the lender does not pay federal, state or local taxes on the interest portions of the lease payments, the lease interest rate is lowered to reflect the full tax savings.

Supplemental Higher Education Loan Financing/College & University Education Loan Bonds are issued to fund student loans at participating colleges and universities. Bonds are secured by revenue pledges by each of the participating schools; each participant is liable only for its own obligations and not for those of any other participating school. The Bonds in most cases may be insured by a municipal bond insurance provider guarantying the timely payment of interest and principal payments on the outstanding bonds.

The Dormitory Authority and the New York State Energy Research and Development Authority ("NYSERDA") have formed a new partnership to help mutual customers develop innovative energy-saving projects. The partnership allows our customers access in one step to the services, expertise and financing available through both authorities. Together, the Dormitory Authority and NYSERDA will help customers find the necessary technical and financial assistance to turn ideas into money-saving, energy-efficient projects. To learn more about the program, see "The Dormitory Authority Joins with New York State Energy & Research Development Authority".

New York City Regional Center ("NYCRC")

The New York City Regional Center is an entity approved by the Department of Homeland Security to raise foreign investment capital and invest such funds in real estate projects in the City. The NYCRC is part of the EB-5 Regional Center (the "EB-5 Program") which was established by Congress to stimulate economic growth through foreign investment. The EB-5 Program's mandate is to use foreign investment to spur job creation in areas of high

unemployment while simultaneously affording eligible foreign investors the opportunity to become lawful permanent residents of the United States.

The NYCRC has provided funding for or is in the process of raising funds for the following projects in New York City:

- Brooklyn Navy Yard Redevelopment Project: \$60 million
- Steiner Studios Expansion Project: \$65 million
- Brooklyn Arena and Infrastructure Project: \$249 million
- New York City East River Waterfront Project: \$77 million
- Pier A Redevelopment Project: \$16.5 million

Some of the benefits from borrowing funds from the NYCRC include the following:

- Below market interest rates (current range 4% to 5% for City-sponsored projects)
- Interest-only loans
- Term of five to seven years
- Flexible loan structure for borrower
- Expedited loan underwriting process
- Ability to fund large-scale, multi-component, public/private projects
- Can raise money for multiple project phases, with up to \$249 million per offering

For more information, please visit: <http://nycrc.com/>

Not-For-Profit Bond Financing Program by a New Conduit Bond Issuer

Mayor Michael R. Bloomberg recently announced plans to create a new conduit bond issuing entity focused on helping not-for-profit institutions gain access to tax-exempt bond financing to low-cost, tax-exempt financing to expand or upgrade their facilities.

The new entity, a local development corporation, is expected to be created in the next four to six months and will be able to issue triple-tax exempt financing to eligible entities subject to board approval. More detailed information will become available in coming months; please visit www.nycedc.com for updates.

Economic Development Tax Incentive Programs

Commercial Expansion Program ("CEP")

The Commercial Expansion Program provides real estate tax abatement for new, renewal, or expansion leases for commercial office in Manhattan north of 96th Street or in Brooklyn, Queens, the Bronx, or Staten Island. Benefits include 3-year real estate tax abatement equal in the first year to the lesser of actual tax liability, and \$2.50 PSF with a 2-year phase-out (2/3 and 1/3) thereafter for leases of 3 or 4 years; and 5-year real estate tax abatement equal in the first 3 years to the lesser of actual tax liability, and \$2.50 PSF with a 2-year phase-out (2/3 and 1/3) thereafter for leases of 5 years or more.

Commercial Revitalization Program ("CRP")

The Commercial Revitalization Program provides tax incentives through a property tax abatement and Commercial Rent Tax special reduction for nonresidential or mixed-use premises. Applicants are required to make certain minimum expenditures to improve the eligible premises. Tenants who qualify for the CRP abatement are also eligible for a reduction in Commercial Rent Tax (known as the CRT Special Reduction). CRP benefits include: Three-year real estate tax abatement equal in the first year to the lesser of actual tax liability, and \$2.50 PSF with a two-year phase-out thereafter For leases of three or four years; and five-year real estate tax abatement equal in the first 3 years to the lesser of actual tax liability, and \$2.50 PSF with a two-year phase-out thereafter for leases of five years or more.

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, please visit:

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

Lower Manhattan Sales and Use Taxes Exemption (“LMSUTE”)

This program provides exemptions from State and City sales and use taxes for certain purchases of tangible personal property and services related to leased commercial office space in lower Manhattan. Benefits includes exemption from State and City sales and use taxes for office furniture, equipment and build-out costs for commercial businesses that lease space at the World Trade Center site (including 7 WTC), the World Financial Center, and Battery Park City for 10 years or more. Exemptions for build-out costs only for eligible leases with a minimum term of 10 years elsewhere in lower Manhattan south of Murray Street between South and West Streets.

Lower Manhattan Relocation and Employment Assistance Program (“LMREAP”)

The Lower Manhattan Relocation and Employment Assistance Program provides tax credits for businesses that relocate their employees from outside of New York City to Lower Manhattan. Benefits include a tax credit of up to \$3,000 per person per year for (a) 12 years for each person relocated; and (b) the remainder of the LMREAP term for a percentage of each job in the year of relocation and the succeeding four years. In year two to five, the percentage of each new job eligible for benefits equals the ratio of (a) the number of people relocated to Lower Manhattan from outside New York City; to (b) the sum of the number of people relocated and the company’s total New York City employment before relocation. Credit may be taken against the General Corporation Tax, Bank Tax, Unincorporated Business Tax and/or Utility Tax. If credit cannot be used in the year received, it can be refunded in the year of relocation and the following 4 years. Thereafter credit may be carried forward for five years.

New York City 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

The Excelsior Jobs Program

The Excelsior Jobs Program provides job creation and investment incentives to firms in such targeted industries as biotechnology, pharmaceutical, high-tech, clean-technology, green technology, financial services, agriculture and manufacturing. Firms in these industries that create and maintain new jobs or make significant financial investment are eligible to apply for up to four new tax credits. The Program encourages businesses to expand in and relocate to New York while maintaining strict accountability standards to guarantee that businesses deliver on job and investment commitments. Program costs are capped at \$500 million annually to maintain fiscal affordability and ensure that New Yorkers realize a positive return on their investment.

Environmental/Energy-related Tax Incentive Programs

Business Incentives Rate (“BIR”)

Business Incentive Rate (BIR) is an energy discount program co-administered by EDC and Con Edison. The program is designed to encourage economic growth in certain targeted industries by offering a discount off of Con Edison's electric delivery charges. Con Edison directly provides the electricity discount to eligible businesses under this program. NYCEDC processes and tracks the paperwork and performs Account Management and Compliance functions. Benefits include: reduction in the delivery components of electricity bills by approximately 35 percent and a five year term.

New York City Economic Development Corporation
110 William Street
New York, NY 10038
(212) 312-3600/(888) NYC-0100
EnergyBenefits@nycedc.com

Con Edison Economic Development Incentive Rates

For information on the Con Edison Economic Development Incentive Rates contact:

James B. Hartwick
Con Edison
511 Theodore Fremd Ave.
Rye, NY 10580
914-925-6459
hartwickj@coned.com

Lower Manhattan Energy Program ("LMEP")

The Lower Manhattan Energy Program provides reduced energy costs for businesses that relocate to Lower Manhattan. Benefits include up to a 45% rebate on regulated electricity delivery costs. Full benefits last for 8 years, with a 4-year phase-out thereafter.

New York City Energy Cost Savings Program ("ECSP")

The energy cost savings program reduces electricity and natural gas bills. Qualifying businesses must either (1) relocate to the Phase 1 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 Phase 1 Site's Assessed Value. Retailers, hotels, personal-service providers, and public-benefit corporations are not eligible.

For more information regarding these requirements, contact:

Energy Cost Savings Program
New York City Department of Small Business Services
110 William Street
New York, NY 10038
(212) 513-6415
www.nyc.gov/html/sbs

NYSERDA

NYSERDA's Focus on Colleges and Universities (C&U) identifies incentives for public and private institutions to reduce their energy usage. Through practical, technical assistance and financial incentives, Focus on C&U is designed to help New York State colleges and universities fund their energy and environmental objectives and maintain a healthy bottom line. NYSERDA has funding available for energy efficiency improvements on college and university campuses for new construction, renovations, or equipment upgrades. Focus on C&U will work to identify the range of NYSERDA incentives available for all qualified improvements.

For more information, please visit:

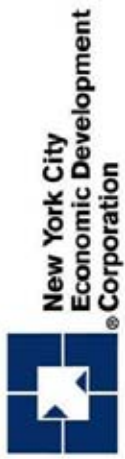
<http://www.nyserda.org/>
<http://www.nyserda.org/highered/default.asp>

New York State DEC Brownfields Cleanup Program

The goal of the Brownfield Cleanup Program is to enhance private-sector cleanups of "brownfields" and to reduce development pressure on "greenfields". A brownfield site is real property, the redevelopment or reuse of which may be complicated by the presence or potential presence of a contaminant. Contaminants include hazardous waste and/or petroleum. The Brownfields Cleanup Program provides benefits for the cleanup and redevelopment of brownfield sites including liability relief and tax credits.

Tax credits are provided in four areas; cleanup, redevelopment, real property taxes and for the purchase of environmental insurance. Respondents are encouraged to see the "Brownfield Cleanup Program Guide" (http://www.dec.ny.gov/docs/remediation_hudson_pdf/bcp_eligibility.pdf) on the NYS DEC website (<http://www.dec.ny.gov>) for further details as to how DEC determines whether a particular piece of property is eligible for participation in the BCP.

APPENDIX F: 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

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.
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.
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.
4. In the past 5 years, has any Subject Person or any Family Member identified in Section B, Part II (a "Subject Family Member"):
 - 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.
 - 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.
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.
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:
 - 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.
 - 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.
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

3. In the past 5 years, has any Subject Person or any Subject Family Member, been a former owner of the Project Property?
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.
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.
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.

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

APPENDIX G: HIRENYC PROGRAM PLAN

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 (the "HireNYC Program"). Participation in the HireNYC Program requires the Developer to make good faith efforts to achieve the hiring and workforce development goals described below. Respondents must submit a plan to NYCEDC to address participation through the HireNYC Program (such plan, the "HireNYC Program Plan").

For the purposes of this RFP, the target population is defined as persons who have an income that is below 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).

The hiring and workforce development goals to be incorporated into the HireNYC Program Plan shall include, at a minimum, the following goals (collectively, the "Goals"):

1. Hiring Goal: 15 percent (15%) of all new permanent jobs created in connection with the project (including jobs created by subtenants 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.

The HireNYC Program Plan must include the following elements:

1. Designation of a workforce development liaison to interact with NYCEDC and the City's workforce development agencies during the course of the HireNYC Program Plan.
2. Commitment by the Developer to do the following (and provide in each subtenant lease, if any, that the subtenant will do the following):
 - a. make good faith efforts to achieve the Goals with respect to its operations;
 - b. provide NYCEDC, through the HireNYC Program, 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 NYCEDC, through the HireNYC Program, six (6) weeks prior to commencing new business operations;
 - d. during initial hiring for any new permanent jobs, consider only applicants referred by NYCEDC, through the HireNYC Program, 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 NYCEDC, through the HireNYC Program, for the first five (5) business days, until the Hiring Goal is achieved or until all open positions are filled, whichever occurs first (unless NYCEDC reaches a different agreement with the subtenant regarding ongoing hiring practices);
 - f. submit to NYCEDC 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 NYCEDC to be included in public communications, including press releases and other media events.
3. Commitment by the Developer to facilitate targeted hiring by (a) arranging meetings and other events at which NYCEDC, through the HireNYC Program, can introduce potential or actual subtenants to the menu of services available from the City's workforce development agencies and (b) assisting with information sharing, providing space for hiring activities and transmitting feedback from subtenants regarding results of hiring initiatives.

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

1. Additional Workforce Development Goals including:
 - a. 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.
 - b. 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.
2. Training Goal: All subtenants will cooperate with the City's Department of Small Business Services ("DSBS") to provide skills-training or higher education opportunities to members of the target population.
3. Commitment by the Developer 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 subtenants of potential grant opportunities; and
 - c. provide assistance to subtenants to apply for grants, and share other opportunities or information as may be relevant.
4. Commitment by the Developer 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.
5. Commitment by the Developer to support connections to education and training. The workforce development liaison will work in partnership with DSBS to connect individuals interested and in need of education and training to training programs and further education, either at the *Workforce Career Center*, *NYC Business Solutions Center*, or through relationships with other accredited training providers.

NYCEDC may impose liquidated damages in the event that the 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 HireNYC Program.

HireNYC is a free program that connects the City's workforce development services to economic development projects. For more information about HireNYC contact:

Joshua Winter
Vice President, Strategic Planning
Phone: 212-312-3709
Email: jwinter@nycedc.com

Program website:
<http://www.nycedc.com/BusinessInNYC/WorkforceDevelopment/Pages/HireNYC.aspx>

HireNYC Program Description

Project Name: _____

Respondent Name: _____

Date: _____

Please explicitly explain how you will address the Goals. In your Proposal, describe what in-house resources are available to meet the program goals or how you will utilize the services available through the DSBS or other workforce development agencies.

1. New Jobs and Skill Level:
 - a. Number of new hires;
 - b. Number and type of skilled/semi-skilled jobs and unskilled jobs
2. Training and Certifications:
 - a. Training required for skilled-semi-skilled jobs
3. Workforce Development Liaison:
 - a. Contact information for liaison (include company title)

Description of Efforts to Meet Program Goals

1. Discuss how you will facilitate targeted hiring, such as:
 - a. arranging events at which NYCEDC, through its HireNYC staff, can introduce subtenants to the services available from the City's workforce development agencies; and
 - b. assisting with information sharing, providing space for hiring activities, and transmitting feedback from subtenants regarding results of hiring initiatives.
2. Discuss how you will support connections to education and training either in partnership with DSBS 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 the City's workforce development agencies (if applicable).

Job Type Examples including but not limited to:

Skilled/Semi-skilled:

- All jobs requiring a Commercial Drivers License (CDL), Courtesy Bus Drivers, Cargo Screeners, Mechanics, Managers, Second-level Assemblers, Machine Operators, Fork Lift Operators, Commercial Vehicle Operators, Bookkeepers, Accountants, and Supervisors

Unskilled:

- Warehouse Clerks, Office Clerks, Ramp Agents, Laborers, Packers, Assemblers, Cashiers, and Customer Service Representatives.

APPENDIX H: DOING BUSINESS DATA FORM

Doing Business Data Form

To be completed prior to distribution	
Agency: _____	Transaction ID: _____
Check One: <input type="checkbox"/> Proposal <input type="checkbox"/> Award	Transaction Type (check one): <input type="checkbox"/> Concession <input type="checkbox"/> Contract <input type="checkbox"/> Economic Development Agreement <input type="checkbox"/> Franchise <input type="checkbox"/> Grant <input type="checkbox"/> Pension Investment Contract

Any entity receiving, applying for or proposing on an award or agreement 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 a proposal to be considered responsive or for any entity to receive an award or enter into an agreement.**

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): <input type="checkbox"/> Entity has never completed a Doing Business Data Form. <i>Fill out the entire form.</i> <input type="checkbox"/> Change from previous Data Form dated _____. <i>Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.</i> <input type="checkbox"/> No Change from previous Data Form dated _____. <i>Skip to the bottom of the last page.</i>
--

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 relevant transactions with the City (e.g., contract managers if this form is for a contract award/proposal, grant managers if for a grant, etc.). 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 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.



APPENDIX I: PREDEVELOPMENT AGREEMENT

PREDEVELOPMENT AGREEMENT

between

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION¹

and

[_____]

Premises:

[Block _____, Lot _____ in the Borough of _____,
City and State of New York]

Dated as of [_____], 201[___]

¹ See note below regarding the party that will enter into this agreement with Developer.

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PREDEVELOPMENT AGREEMENT

This PREDEVELOPMENT AGREEMENT (this “Agreement”), dated as of this ____ day of _____, 201__ (the “Commencement Date”), is made by and among NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION, a local development corporation organized pursuant to Section 1411 of the New York State Not-for-Profit Corporation Law (“NYCEDC”), and _____, a _____ (“Developer” and together with NYCEDC, the “Parties”).²

RECITALS

WHEREAS, the City³ is the owner of that certain real property designated as Block _____, Lot _____ on the Tax Map for the Borough of _____ comprising approximately _____ square feet, as more particularly described in Exhibit A attached hereto and incorporated herein (the “Premises”);

WHEREAS, the City desires to encourage the construction and operation of a new applied sciences education and research facility in the City or materially expand and operate an existing facility for education and research in the applied sciences in the City (in either case, the “Project”);

WHEREAS, the City has retained NYCEDC pursuant to that certain Amended and Restated Contract dated as of June 30, 20__ (as amended from time to time, the “NYCEDC Contract”) to perform certain economic development services described therein;

WHEREAS, to facilitate the Project and consistent with the NYCEDC Contract, NYCEDC issued a Request for Proposals for the Project (the “RFP”);

WHEREAS, based on the responses to the RFP and, such additional supplementary information and materials as may have been submitted to NYCEDC in connection therewith, including the Proposal and supplementary information and materials submitted by Developer, NYCEDC desires to select Developer to undertake the Project, effective upon the Commencement Date and subject to the terms and conditions set forth herein;

² If a development site on Governors Island (the “GI Site”) is selected for the Project, Governors Island Corporation (d/b/a The Trust for Governors Island) (“TGI”) will also be a party to this agreement. In addition, certain other modifications to this agreement will be necessary as noted in the footnotes to the extent practicable. If the hospital campus of the Brooklyn Navy Yard (the “BNY Site”) is selected for the Project, Brooklyn Navy Yard Development Corporation (“BNYDC”) will also be a party to this agreement. In addition, certain other modifications to this agreement will be necessary as noted in the footnotes to the extent practicable. If an Alternate Site is selected for the Project then certain other modifications to this agreement will be necessary, again as noted in the footnotes to the extent practicable.

³ If the GI Site or a privately owned Alternate Site is selected for the Project this recital will be modified to reflect the ownership of such site.

WHEREAS, in furtherance of the Project and consistent with the NYCEDC Contract, NYCEDC contemplates leasing the Premises from the City pursuant to an Agreement of Lease in the form attached hereto as Exhibit B (the "Lease"), provided that concurrently therewith, NYCEDC shall assign all of its rights and responsibilities as tenant under said Lease to Developer pursuant to an Assignment of Lease in the form attached hereto as Exhibit C (the "Assignment") and then, immediately upon such assignment of the Lease, administer the Lease and act for and on behalf of the City with respect to the City's proprietary interest and the City's rights and obligations as landlord under the Lease;⁴

WHEREAS, in furtherance of the Project, NYCEDC and Developer desire to enter into a funding agreement in the form attached hereto as Exhibit D (the "Funding Agreement"), pursuant to which NYCEDC shall provide certain funds it obtains from the City to Developer for the purpose of reimbursing certain eligible costs of the Project, subject to the terms therein;⁵

WHEREAS, as a condition to Developer obtaining access to the Premises, Developer [has entered into/is entering into] a license in the form attached hereto as Exhibit E (the "License"), pursuant to which Developer and its designees shall be authorized to enter onto the Premises to perform certain predevelopment investigations, as more particularly described therein and on the terms and conditions set forth therein;⁶

WHEREAS, the Lease, Assignment and Funding Agreement (collectively, the "Transaction Agreements") have been fully negotiated by the respective parties thereto and will be executed and delivered substantially in the form attached hereto at the Closing (as defined below) in accordance with this Agreement;⁷

⁴ If the GI Site is selected for the Project, this recital will be modified to reflect that the Lease will be between TGI and Developer and NYCEDC will not administer the Lease. If a privately owned Alternate Site is selected for the Project, this recital will be modified to reflect that the Lease will be between the owner of such Alternate Site and Developer. In either case, the Assignment will not be necessary and all subsequent references would be omitted. . If the BNY Site is selected for the Project, this recital will be modified to reflect that the Lease will be initially between the City and BNYDC and that BNYDC will, immediately following its execution and delivery of the Lease, assign to Developer all of its rights and responsibilities as tenant under the Lease and thereafter administer the Lease.

⁵ If the BNY Site is selected for the Project, BNYDC, rather than NYCEDC, may enter into the Funding Agreement with Developer.

⁶ If the GI Site is selected for the Project, the License will be a substantially equivalent agreement between Developer and TGI. If a privately owned Alternate Site is selected for the Project, the terms of the License will be determined by negotiation between Developer and the owner of such Alternate Site, subject to the reasonable approval of NYCEDC, and this recital will be modified accordingly.

⁷ This recital will be modified as appropriate to include all documents that require execution and delivery by either or both of the Parties (and any other parties) in connection with the Closing and the Project as contemplated herein. For example, if the GI Site is selected for the Project, the Transaction Agreements will not include the Assignment and if an Alternate Site then owned by a private party other than Developer is selected for the Project, the Transaction Agreements will not include the Assignment but will include all

WHEREAS, each of the Parties desires to enter into this Agreement to set forth the conditions for the execution and delivery of each of the Transaction Agreements and all other actions and transactions necessary or appropriate to consummate the Closing;

WHEREAS, Developer has paid to NYCEDC all amounts required to be paid as of the Commencement Date in accordance with this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the covenants of the Parties set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. Definitions

All capitalized terms as used herein but not otherwise defined herein shall have the meanings set forth in the Lease.⁸

Section 2. Transaction Agreements

At the Closing (as defined below), subject to the terms and conditions of this Agreement, including, without limitation, the satisfaction of the Closing Conditions (as defined below), (i) the Parties will each execute and deliver the Transaction Agreements to which it is a party. The Parties acknowledge and agree that the Transaction Agreements have been fully negotiated as of the date of this Agreement and shall not be substantively modified by or at the request, directly or indirectly, of either Party, except in accordance with this Agreement or as the Parties may mutually agree. Any Party's consent to the modification of any portion of any of the Transaction Agreements in accordance with this Agreement shall not be deemed to be a consent to the modification of any other portion of any of the Transaction Agreements or any subsequent modification of the same portion of any such Transaction Agreement.

Section 3. Payments

Developer shall pay the following amounts to NYCEDC on or before the Commencement Date in the manner set forth below:

(a) An administrative fee in the amount of Five Hundred Thousand Dollars (\$500,000) (the "Administrative Fee") to be paid to NYCEDC by wire transfer in accordance with wire instructions to be provided by NYCEDC;

(b) A fee in the amount of [up to Five Hundred and Fifty Thousand Dollars (\$550,000)]⁹ to reimburse NYCEDC for costs and expenses it has incurred, or that have

documents providing for the lease or purchase and conveyance of such site as well as the Declaration referenced in the Funding Agreement.

⁸ If for any reason the Lease is not attached (for example, if Developer already owns the site selected for the Project) then, to the extent necessary, this provision will refer to a different document for the meanings of capitalized but otherwise undefined terms.

been incurred on its behalf, in connection with the due diligence performed for the Premises as of the Commencement Date, to be paid to NYCEDC by wire transfer, in accordance with wire instructions to be provided by NYCEDC;¹⁰

(c) A ULURP filing fee in the amount of _____ Dollars (\$_____);¹¹ and

(d) A CEQR filing in the amount of _____ Dollars (\$_____).¹²

All payments required this Section 3 are non-refundable and cannot be used as a credit against any other amounts due and payable under any of the Transaction Agreements or this Agreement.

Section 4. Term

This Agreement shall be for a term (the “Term”) commencing on the Commencement Date and expiring on the earlier of (a) the Closing Date (as defined below) and (b) December 31, 2013 (the “Initial Expiration Date”), provided, however, that NYCEDC shall extend the Initial Expiration Date for up to six (6) one-month extensions, provided that Developer requests each such one-month extension in writing no fewer than ten (10) Business Days prior to the first day of such additional month(s), Developer pays on or before the date of such request a non-refundable extension fee in the amount of _____ Dollars (\$_____) [Each Respondent must propose an Extension Fee amount] for each month (each, an “Extension Fee”) (as the Initial Expiration Date may be so extended, the “Expiration Date”). Upon the expiration of the Term, this Agreement shall be null and void and the Parties shall have no obligation to each other, except as expressly provided in this Agreement. For the purposes of this Agreement, the term “Business Day” shall mean a day that is not either Saturday or Sunday and is not a holiday observed by the City.

⁹ This amount will be each to the actual aggregate costs and expenses incurred by NYCEDC for the purpose described in this clause as of the Commencement Date. The exact amount will be specifically stated in this Agreement prior to execution by the Parties and will be subject to a cap of \$550,000.

¹⁰ No reimbursement for due diligence costs shall be required if the GI Site or an Alternate Site is selected for the Project.

¹¹ This amount will be determined based on the scope of the Project, without taking into consideration any reduction or waiver thereof as a result of the City’s involvement in the Project (a current schedule of fee amounts can be found at <http://www.nyc.gov/html/dcp/html/luproc/ulurpfee.shtml>).

¹² This amount will be determined based on the scope of the Project, without taking into consideration any reduction or waiver thereof as a result of the City’s involvement in the Project (a current schedule of fee amounts can be found at <http://www.nyc.gov/html/dcp/html/luproc/ceqrfee.shtml>).

Section 5. Developer's Covenants¹³

(a) Due Diligence Period. Within the first three (3) months of the Term (the "Due Diligence Period"), Developer will complete its due diligence of the Premises. Developer, and not the City, NYCEDC or any other Party, shall be responsible for the payment of all costs and expenses incurred by or on behalf of Developer in the course of all due diligence activities. Such expenditures will not entitle Developer to any credit against any amounts due and payable under any of the Transaction Agreements or this Agreement. To facilitate Developer's due diligence, Developer shall be granted access to the Premises, subject to the terms and conditions of the License.

(b) Approvals in General. During the Term, Developer, at its sole cost and expense, shall diligently obtain all discretionary public approvals and determinations necessary to proceed with the Project.

(c) ULURP. Developer shall cooperate fully and in good faith with the efforts of NYCEDC and/or the City to obtain the necessary approvals for the application prepared in accordance with the City's Uniform Land Use Review Procedure pursuant to Section 197-c or 197-d of the New York City Charter ("ULURP") in connection with the Project (the "ULURP Application").¹⁴ The date on which the ULURP Application shall be certified by the City's Department of City Planning ("DCP") is referred to herein as the "ULURP Application Certification Date". The date on which the ULURP Application shall be approved by all necessary bodies (or deemed approved in the absence of action by a necessary body) is referred to herein as the "ULURP Application Approval Date".

(d) Approval of the Terms of a City Disposition. Developer shall provide its good faith cooperation and assistance in connection with any presentations or responses requested in connection with any approvals required to be obtained in connection with the Lease or any transactions contemplated under the Lease, including for example, the approvals required pursuant to Section 384(b)(4) of the New York City Charter ("Section 384(b)(4)").¹⁵

(e) Work Product. Developer shall submit copies to NYCEDC of all work produced in connection with its due diligence, environmental review and pursuit of public approvals, including, without limitation, all studies, reports, data, drawings, plans,

¹³ This section will be modified as appropriate if a privately owned Alternate Site is selected for the Project.

¹⁴ Whether a ULURP Application will be required, and the content thereof if required, will depend on the specific features of the Project.

¹⁵ No approvals under Section 384(b)(4) are required for the lease or purchase of a privately owned Alternate Site. If the GI Site is selected for the Project, the Lease will not be subject to Section 384(b)(4). The terms of the disposition of the BNY Site could be approved pursuant to an alternative provision of the New York City Charter instead of Section 384(b)(4).

specifications, analyses, evaluations or other documents or materials. All such work product shall become the property of the City.¹⁶

(f) Background Investigation Questionnaire. On or before the Commencement Date, Developer shall complete and submit to NYCEDC and shall cause its principals to complete and submit to NYCEDC the qualification and background investigation forms required and provided to Developer by NYCEDC in connection with the leasing of real property by NYCEDC¹⁷ (“Background Questionnaire Forms”) and thereafter, until the Closing, promptly provide an update to such Background Questionnaire Forms if and when any information contained therein shall change. If any additional person or entity becomes a Principal at any time prior to the Closing, Developer shall, within ten (10) days after such person or entity becomes a Principal, cause such Principal to complete and submit a Background Questionnaire Form. A “Principal” is defined in the Background Questionnaire Forms.

(g) Closing Conditions. Developer shall promptly and in good faith take all steps necessary to fulfill the Closing Conditions (as defined below).

(h) Title and Survey. Not later than forty-five (45) days after the Commencement Date, Developer shall furnish to NYCEDC two (2) copies of a title report with respect to the Premises issued by a title insurance company licensed to do business in the State of New York (the “Title Report”), together with a current survey of the Premises which shall indicate the Tax Block and Lot of the Premises as they exist as of such date. The Title Report shall include a copy of (i) the current City Tax Map that includes the Premises and (ii) the historical City Tax Map (as of the date of the City’s acquisition of the Premises) that includes the Premises.¹⁸ The Title Report shall include a metes and bounds description of the Premises based upon the above described current survey. Developer shall have the survey of the Premises and the metes and bounds description thereof certified to the other Parties.¹⁹ Unless NYCEDC shall object to such description or shall find such certification insufficient, such description shall be used as the description in the tax lot subdivision application materials to be submitted by Developer so that the Premises shall be a separate tax lot, if applicable, and as the basis for the legal description of the Premises in the Lease.²⁰

(i) Tax Lot Subdivision. If, as of the Commencement Date, the Premises consists of a partial or tentative tax lot in the City Tax Map, Developer shall apply for

¹⁶ If an Alternate Site that is not owned by the City is selected for the Project, such work product will not be required to become property of the City. If the GI Site is selected for the Project, such work product will be required to be the property of TGI.

¹⁷ If the GI Site or the BNY Site is selected for the Project, the forms for this purpose may be replaced with other substantially similar forms for the equivalent purpose.

¹⁸ An historical City Tax Map will not be required if the GI Site or a privately owned Alternate Site is selected for the Project.

¹⁹ This certification will not be required if a privately owned Alternate Site is selected for the Project.

²⁰ The references to NYCEDC in this section will be changed to include TGI if the GI Site is selected for the Project or to include BNYDC if the BNY Site is selected for the Project.

and diligently seek to obtain a permanent tax lot number that encompasses the entire Premises and no other real property (“New Lot”). Not later than thirty (30) days after the date of Developer’s delivery of the survey to NYCEDC in accordance with Section 5(h), Developer shall submit the tax lot subdivision application materials and thereafter diligently take all additional actions necessary to cause the City Tax Map to be amended by subdividing the entire existing tax lot (“Prior Lot”) encompassing the New Lot, and cause a permanent tax lot number to be issued for each of the New Lot and every other portion of the Prior Lot. NYCEDC shall cooperate with such application and endeavor to cause all other parties whose cooperation may be necessary or appropriate in connection with such application to cooperate or otherwise support such application.

(j) Environmental Review.

(i) Developer shall be responsible for the completion of and approval of any and all required environmental reviews, assessments and impact statements in connection with the Project. To complete such reviews, assessments and impact statements, and the work necessary in connection therewith, Developer shall retain, at its sole cost and expense, a reputable environmental consultant or engineer, which environmental consultant shall be subject to the reasonable review and approval of NYCEDC.

(ii) Without limiting the generality of the foregoing, Developer shall, within three (3) months of the Commencement Date, diligently complete and submit to NYCEDC for its initial review, an Environmental Assessment Statement (“EAS”) for review by the “lead agency” in connection with the ULURP Application, together with the appropriate attachments required for submission of the EAS.

(iii) If it is determined by the “lead agency” that an additional environmental review under CEQR is needed in connection with any aspect of the Project, Developer, at its sole cost and expense, shall prepare and perform, or cause to be prepared and performed, in a timely manner (but in no event later than eight (8) months after the Commencement Date), all environmental reviews, studies and applications, including, but not limited to, the preparation of a Draft Environmental Impact Statement (“DEIS”), which may be required in order to obtain the certification of the City Planning Commission to proceed with, and obtain all further approvals of the appropriate governmental and quasi-governmental authorities and/or entities (the “Governmental Authorities”) for, the ULURP Application and any other legally required approvals related to the Project. Thereafter, Developer will diligently pursue completion of the CEQR process through final completion of the Final Environmental Impact Statement.

(iv) To the extent not already paid by Developer in accordance with Section 3, Developer shall pay all fees charged by the “lead agency” under CEQR and by the appropriate Governmental Authorities, for the review, filing and/or processing of the EAS, the EIS, and any and all other applications, studies and determinations required to obtain the certification of the City Planning Commission to proceed with, and obtain all

further approvals of the appropriate Governmental Authorities for, the Project pursuant to ULURP and any other legally required approvals. In the event that any such fees are not paid by the time of the Closing, or if the Closing does not occur prior to the expiration or earlier termination of this Agreement, such failure to pay shall constitute a default under this Agreement and, in any case, the payment obligations of Developer shall survive the Expiration Date.

(k) ULURP Certification. Developer shall make best efforts, and cooperate fully and in good faith with NYCEDC and DCP, to cause the certification of the ULURP Application to occur as soon as practicable in light of the requisite environmental review of the Project, and in no event later than nine (9) months after the Commencement Date.

(l) Public Design Commission. Not later than twelve (12) months after the Commencement Date, Developer shall (i) submit all materials necessary for preliminary review of the Project by the City's Public Design Commission (the "PDC"), all of which materials shall be subject to advance review and approval by NYCEDC, (ii) present such materials before the PDC and (iii) perform all other related tasks necessary or appropriate in connection with such preliminary review. After the initial presentation, Developer shall pursue Preliminary Design Approval from PDC with diligence.²¹

(m) LEED Silver Certification. In accordance with Local Law 86 of 2005 (as it may be modified, replaced or superseded from time to time, "LL86") or as otherwise required under the Lease, Developer shall cause (or make good faith efforts to cause, as applicable) all new or renovated buildings included in the Project to achieve LEED Silver certification (for New Construction and Major Renovation) from the United States Green Building Council. Not later than ninety (90) days after the ULURP Application Certification Date, Developer shall submit to NYCEDC a proposal for achieving such certification and for complying with all other requirements of LL86 as applicable, which proposal shall be subject to NYCEDC's review and approval.

(n) Schematic Design. Not later than fifteen (15) months after the Commencement Date, Developer shall deliver to NYCEDC an updated Schematic Design Package, including, without limitation, site plans, elevations, sections, massing diagrams, floor plans, circulation plans and major systems plans, reflecting all changes from the environmental review, ULURP and PDC review processes to date and a schematic cost estimate for the Project adequate for NYCEDC's review and for submission to the City's Office of Management and Budget seeking a certificate to proceed in connection with the Funding Agreement.

(o) Appraisal. Not earlier than the ULURP Application Certification Date, nor later than five (5) months following the ULURP Application Certification Date, NYCEDC shall obtain an independent appraisal (the "Initial Appraisal") of the fair

²¹ Review and approval by PDC will not be required if a privately owned Alternate Site is selected for the Project.

market value of the ground rent for the Premises under the Lease (as it may be adjusted, the “Appraised Value”). The Initial Appraisal shall be procured by NYCEDC and paid for by Developer (in advance and not on a reimbursement basis) within ten (10) Business Days after written demand from NYCEDC therefor. NYCEDC shall submit to Developer a copy of the Initial Appraisal promptly after it is completed and in final form and NYCEDC has received payment therefor from Developer. If the Closing Date does not occur within one (1) year after the date of the Initial Appraisal, then NYCEDC, in its sole and absolute discretion, may notify Developer in writing that an update of the Initial Appraisal is required. The Appraised Value shall be adjusted to reflect the new value. All appraisals and appraisal updates shall be conducted by appraisers selected and retained directly by NYCEDC, and paid for by Developer (in advance and not on a reimbursement basis, within ten (10) Business Days after written demand from NYCEDC therefor). Notwithstanding the foregoing, the rent for the Premises shall be as described in the Lease.²²

(p) Financing. Not fewer than one hundred and twenty (120) days prior to the then applicable date for the Closing, Developer shall (i) furnish to NYCEDC evidence of financing and equity, in the form of executed financial commitments and statements of the availability of dedicated funds certified by the appropriate officer of Developer, in an aggregate amount which is, to NYCEDC’s reasonable satisfaction, sufficient to perform the Construction Work required under the Lease and the Funding Agreement²³ and (B) is on terms that NYCEDC reasonably determines will permit the Project to be completed. The provisions of this Section 5(p) are included herein for the benefit of the City only and may be waived only by the City or NYCEDC or another party acting on the City’s behalf, in any such case in its sole discretion.

(q) Accreditation. Not fewer than ninety (90) days prior to the then applicable date scheduled for the Closing, Developer shall submit to NYCEDC evidence of the accreditation of the academic programs to be offered in connection with the Project or evidence reasonably satisfactory to NYCEDC of the status, as of such date, of Developer obtaining such accreditation.

(r) Employment Report. On or before the Closing Date, Developer shall complete and return to NYCEDC the initial employment report (the “Initial Report”) attached hereto as Exhibit F. If Developer or its “Affiliate” (as defined in the Initial Report) enters on or before the Closing Date into a sublease agreement (a “Sublease Agreement”) that permits the use or occupancy of a portion of the Premises by a tenant, then such tenant, upon entering into the Sublease Agreement must complete an Initial Report with regard to itself and any subtenants and submit it to Developer. If the information provided by such tenant on the Initial Report changes between the date of its

²² This provision will not apply if a privately-owned Alternate Site is selected for the Project.

²³ If a privately owned Alternate Site is selected for the Project concept equivalent to the required Construction Work will be set forth in the lease with the private owner (unless there is no such lease because Developer owns or will own the site selected for the Project) and the Funding Agreement.

submittal to Developer and the Closing Date, Developer shall promptly submit an amended Initial Report to NYCEDC. Developer must include such tenant's employment information in the Initial Report submitted by Developer to NYCEDC. Each Sublease Agreement entered into prior to the end of the applicable reporting period shall also include the provisions required by, and shall otherwise comply with, this Agreement. If the information provided on the Initial Report changes between the date of its submittal to NYCEDC and the Closing, Developer shall promptly submit an amended Initial Report to NYCEDC.

(s) Due Authorization, Etc... On or before the Commencement Date, Developer shall have provided NYCEDC with (i) proof satisfactory to NYCEDC as to the due organization of Developer and authority of Developer to enter into each of the Transaction Agreements, (ii) copies of Developer's organizational documents, (iii) proof reasonably satisfactory to NYCEDC as to the identity of the beneficial owners of Developer and that such beneficial owners of Developer as of the Commencement Date are the same as disclosed to NYCEDC in Developer's proposal in response to the RFP, except as otherwise disclosed by Developer to, and permitted in writing by, NYCEDC.

(t) Privately Owned Alternate Site. Developer shall provide the following evidence of its right to undertake the Project on the Premises no later than the dates indicated below:

(i) On or before the Commencement Date, a fully executed agreement to lease or purchase the Premises, or, in the alternative, a fully executed, non-contingent option agreement pursuant to which Developer may lease or purchase the Premises, in either case, which lease shall (A) be for an initial term, excluding any extension terms, of not less than 49 years, (B) contemplate and require all construction contemplated in connection with the Project as proposed by Developer to NYCEDC to be performed in accordance with the proposed construction schedule, (C) require the Premises to be used exclusively for the Project as proposed by Developer to NYCEDC and (D) otherwise be subject to the review and approval of NYCEDC, in its sole and absolute discretion; and

(ii) If an option agreement, as described above, rather than an agreement to lease or purchase the Premises is provided on or before the Commencement Date, then on or before the date that is _____ (__) months following the Commencement Date, an agreement to lease or purchase the Premises, which lease meets the criteria described in clause (i) above and which lease or purchase agreement shall have an outside date for the effectiveness of such lease or, in the case of a purchase and sale agreement, for the closing of such purchase and sale, not later than _____ (__) months after the Commencement Date. [Each Respondent must propose the applicable documents to be delivered to

guaranty site control of the Premises and the timeframes required for the delivery of same if a privately owned site is proposed for the Project]²⁴

Section 6. Predevelopment Deposit.

On or before the Commencement Date, Developer shall deposit with NYCEDC _____ Dollars (\$ _____) [Each Respondent must propose a Predevelopment Deposit amount] (the “Predevelopment Deposit”). NYCEDC shall deposit the Predevelopment Deposit into an interest bearing account, and all interest earned therein shall be added to the Predevelopment Deposit. During the Term, Developer may request that NYCEDC withdraw and disburse to Developer funds in an amount necessary to reimburse Developer for any cost or expense paid by Developer to any unrelated third party during the Term in furtherance of satisfying any of the Developer Covenants. Each such request to NYCEDC shall be in writing and shall include supporting documentation reasonably acceptable to NYCEDC (including, for example, receipts indicating payment having been made). If Developer has acted in good faith and proceeded diligently to satisfy the Developer Covenants and the Developer Closing Conditions (as defined below) but is unable to satisfy any of the Developer Covenants or Developer Closing Conditions within the time period(s) specified in this Agreement and, as a result, this Agreement is terminated, then NYCEDC shall credit the remaining portion of the Predevelopment Deposit, if any, towards any other payments then due and payable by Developer to the City or NYCEDC or to any other party pursuant to the License and then credit the balance of the Predevelopment Deposit, if any, to Developer. If this Agreement is terminated for any reason other than as set forth in the preceding sentence, then NYCEDC may retain the remaining portion of the Predevelopment Deposit, if any. If any portion of the Predevelopment Deposit remains on the Closing Date, then in connection with the consummation of the Closing, NYCEDC shall disburse such funds to Developer on the Closing Date.

Section 7. Security Deposit.

On or before the Commencement Date, Developer shall deposit with NYCEDC an amount equal to _____ Dollars (\$ _____) [Each Respondent must propose a Security Deposit amount] (the “Security Deposit”). The Security Deposit shall be deposited by NYCEDC into an interest bearing account, and all interest earned therein shall be added to the Security Deposit. If this Agreement is terminated for any reason, NYCEDC shall retain the Security Deposit, together with such other amounts deposited with NYCEDC as may be retained by NYCEDC in accordance with the terms of this Agreement, may be retained by NYCEDC.

Section 8. The Closing

(a) The execution and delivery of the Transaction Agreements and the

²⁴ This provision will apply only if a privately owned Alternate Site is selected for the Project.

performance of such other obligations as may be necessary in connection therewith and/or otherwise in connection with the Project (the “Closing”), will take place at 1:00 p.m. (i) on the date that is thirty (30) days following the later of (A) the ULURP Application Approval Date, (B) the date of the approval by NYCEDC’s Board of Directors (and/or the governing body of any other entity owned, controlled by or affiliated with the City) with respect all of its obligations under the Transaction Agreements to which it is a party in furtherance of the Project, (C) the date on which the final approval required in accordance with Section 384(b)(4) of the City Charter is obtained and (D) the date on which the Funding Agreement is registered by the City Comptroller OR (ii) on such earlier date upon which the Parties may mutually agree (in either case, the “Scheduled Closing Date”). The actual date on which the Closing shall occur is referred to herein as the “Closing Date”. The Closing shall be held at the offices of NYCEDC or at such other place within the City as NYCEDC may designate by notice to Developer.

(b) (i) Should the Closing not take place on or before the Scheduled Closing Date, through the fault, in whole or in part or in any way, of Developer, NYCEDC shall have the right, in its sole discretion, upon Developer’s written request (an “Extension Request”), to extend the date on which the Closing is to occur to such later date as NYCEDC determines to be reasonable, with TIME OF THE ESSENCE as against Developer (which date shall be a Business Day) and may be conditioned on receipt by NYCEDC of an administrative fee from Developer (as such date may be extended in accordance with this Section 8(b), the “Final Closing Date”). Any additional extension of the date of the Closing thereafter (i.e. an extension of the Final Closing Date) shall similarly be at NYCEDC’s sole discretion and with TIME OF THE ESSENCE as against Developer and may be conditioned on receipt by NYCEDC of an additional administrative fee from Developer.

(ii) Should it not be possible for the Closing to take place on or before the Scheduled Closing Date (or, as applicable, Final Closing Date) due to a delay in the satisfaction of any of the Other Closing Conditions (as defined below), notwithstanding the good faith efforts of NYCEDC, NYCEDC shall give Developer notice of the circumstances expected to cause such delay and shall have the right to extend such date on which the Closing is to occur by a period, not to exceed twelve (12) months, as needed to resolve such circumstances.

(c) Unless the date on which the Closing is to occur has been extended by NYCEDC as set forth in Section 6(b), if the Closing does not take place by the Scheduled Closing Date, this Agreement shall be deemed terminated on such date and NYCEDC shall have the remedies set forth in Section 17 of this Agreement. For the avoidance of doubt, failure of the Closing to take place on or before the Scheduled Closing Date or, as applicable, Final Closing Date, due to the fault, default or delay of Developer shall be a default by Developer under this Agreement.

(d) If the Closing does not take place by the Scheduled Closing Date, or such later date as NYCEDC may set in accordance with this Section 8, due solely to the failure of the City or any other entity owned, controlled by or affiliated with the City to satisfy

the Other Closing Conditions, then Developer may notify NYCEDC and the City of its election to terminate this Agreement and the effective date thereof.

Section 9. Closing Conditions

(a) The following are the “Developer Closing Conditions”:

(i) Developer shall have performed all of its obligations under Section 5, including, without limitation, that Developer shall have completed and submitted to NYCEDC the Background Questionnaire Forms and NYCEDC’s review of such forms shall have revealed no information which, under the City’s or NYCEDC’s policies, would preclude the leasing of the Premises to Developer pursuant to the Lease;²⁵

(ii) Developer shall have provided NYCEDC with proof satisfactory to NYCEDC that the insurance requirements set forth in the Transaction Agreements are satisfied;

(iii) Developer shall have performed the obligations and complied with all requirements to be performed or complied with as of the commencement date or effective date of each of the Transaction Agreements, as may be more particularly set forth therein;

(iv) Developer shall have provided NYCEDC with (i) updated proof satisfactory to NYCEDC as to the due organization of Developer and authority of Developer to enter into the Transaction Agreements, (ii) copies of Developer’s organizational documents if any changes have been made since the Commencement Date, (iii) proof satisfactory to NYCEDC as to the identity of the beneficial owners of Developer and that such beneficial owners of Developer as of the Closing Date are the same as disclosed to NYCEDC as of the Commencement Date, except as otherwise disclosed by Developer to, and permitted in writing by, NYCEDC;

(v) Developer shall have obtained from PDC the results of the PDC’s preliminary review of the Project;²⁶ and

(vi) [Developer shall have a final, fully executed [lease agreement or deed conveying fee title to the Premises] and all ancillary documents, as applicable, with respect to its [lease/purchase] of the Premises].²⁷

(b) The following are the “Other Closing Conditions”:²⁸

²⁵ This provision may be modified to conform to Section 5 to reflect the site selected for the Project.

²⁶ This provision will not apply if a privately owned Alternate Site is selected for the Project.

²⁷ This provision will only apply if a privately owned Alternate Site is selected for the Project and will be modified to reflect the specific features of the transaction pursuant to which Developer will have the right to undertake the Project on such Premises.

²⁸ This Section 9(b) will be modified as appropriate to reflect the site selected for the Project.

(i) If required in connection with the execution and delivery of the Transaction Agreements, the Office of the Mayor of the City shall have authorized the disposition of the Premises pursuant to the Lease;

(ii) The Office of Management and Budget of the City shall have issued a Certificate to Proceed for the Funding Agreement;

(iii) The City Comptroller shall have registered the Funding Agreement; and

(iv) The Board of Directors of NYCEDC (and/or the governing body of any other entity owned, controlled by or affiliated with the City, as applicable) shall have approved the terms of each of the Transaction Agreements to which it is a party and shall have authorized the execution and delivery thereof.

(c) The Developer Closing Conditions together with the Other Closing Conditions are collectively referred to herein as the “Closing Conditions”. If, prior to the Closing, NYCEDC reasonably believes that any of the Closing Conditions cannot be fulfilled by the latest date set forth for the Closing in Section 8, then NYCEDC may notify Developer in writing that this Agreement is terminated for such reason and thereafter neither Party shall have any rights against or liabilities to the other by reason of this Agreement except as expressly provided in this Agreement.

(d) If, on the date set for the Closing, any of the Closing Conditions shall not have been fulfilled, then none of the Parties shall have any obligation to execute and deliver the Transaction Agreements to which it is a party, and, except where such Closing Condition(s) has/have not been fulfilled on account of Developer’s failure to perform its obligations under this Agreement (in which case NYCEDC shall have the rights and remedies set forth in Section 15), neither Party shall have any rights against or liabilities to the other by reason of this Agreement.

Section 10. To Be Delivered By NYCEDC at Closing

At the Closing, NYCEDC will deliver the following to Developer:²⁹

(a) Evidence of the approval, pursuant to Section 197-c or 197-d of the City Charter, as applicable, for the disposition of the Premises as contemplated in the Transaction Agreements;

(b) Certificate of the Secretary or an Assistant Secretary of NYCEDC (and/or the appropriate officer of any other entity owned, controlled by or affiliated with the City,

²⁹ This section will be modified if the GI Site or a privately owned Alternate Site is selected for the Project.

as applicable)³⁰ dated on or prior to the Closing Date, certifying to the adoption of resolutions by the Board of Directors of NYCEDC (and/or the governing body of such other entity owned, controlled by or affiliated with the City, as applicable) authorizing the execution and delivery of the Transaction Agreements; and

(c) All necessary transfer tax forms in connection with the Transaction Agreements, duly executed, where appropriate, by NYCEDC (and/or such other entity owned, controlled by or affiliated with the City, as applicable).³¹

Section 11. To Be Delivered by Developer at the Closing

At the Closing, Developer will deliver the following to NYCEDC:³²

(a) Insurance certificates evidencing satisfaction of the insurance requirements set forth in the Transaction Agreements;

(b) All documents, materials and other deliverables required to be executed and delivered by Developer on or before the Closing Date under Section 5;

(c) Evidence of the due authorization of Developer for the execution and delivery of the Transaction Agreements;

(e) A duly executed counterpart of all necessary transfer tax forms;

(f) Payment by certified check or federal funds wire transfer of all amounts then due and payable under the Transaction Agreements, if any;

(h) All documents, materials, payments and other deliverables required to be executed and delivered by Developer on or before the delivery of the Transaction Agreements, as set forth in therein.

Section 12. Transfer Taxes, Recording

Developer shall pay, and at the Closing shall deliver to its title insurer's representative, Developer's checks for, the real property transfer tax imposed by the City and the real estate transfer tax imposed by the State of New York, with respect to the Transaction Agreements. At the Closing, each of the Parties, as applicable, or their respective attorneys, shall execute and acknowledge all applicable transfer tax returns. Promptly after the Closing, Developer shall cause each of a memorandum of the Lease and the Assignment, and all of the Transaction Agreements that are contemplated to be

³⁰ This will include TGI if the GI Site is selected for the Project and BNYDC if the BNY Site is selected for the Project.

³¹ This will include TGI if the GI Site is selected for the Project and BNYDC if the BNY Site is selected for the Project.

³² This provision may be revised if the GI Site or a privately owned Alternate Site is selected for the Project.

recorded, if any,³³ to be submitted for recording to the appropriate county office of the City Register and, in connection therewith, shall deliver an executed counterpart of the necessary transfer tax returns.³⁴

Section 13. Representations and Warranties of Developer

Developer represents and warrants that:

(a) Developer is a sophisticated developer of projects similar to the Project and possesses, or has engaged other parties that possess, specific expertise in the development of real property in the City, is familiar with the location, physical condition and state of repair of the Premises agrees to accept the Premises “as is”, “where is” and “with all faults”, in whatever condition and state of repair it may be on the Closing Date, without any abatement or reduction in, or credit or allowance against, the amounts due under the Lease by reason of any current condition of the Premises or any loss, damage, destruction or deterioration thereto or thereof subsequent to the Commencement Date.³⁵

(b) Before entering into this Agreement, Developer has undertaken such examinations and investigations of the Premises, and performed such other due diligence, as it desired at such time and, in entering into this Agreement, Developer has not been induced by and has not relied to any extent upon any information or materials provided to it or obtained by it by the City, NYCEDC or any other entity owned, controlled by or affiliated with the City or any representations, warranties or statements, whether oral or written, express or implied, made by the City, NYCEDC or any other entity owned, controlled by or affiliated with the City, or any agent, employee or other representative thereof or by any broker or any other person representing or purporting to represent any of such parties, which information, materials, representations, warranties or statements are not expressly set forth in this Agreement concerning the Premises, its state of title, condition or state of repair, tenancies or occupancies, the absence or presence of hazardous waste and materials and/or Hazardous Substances upon or under the Premises, or any other matter affecting or relating to the Premises or this transaction.

For purposes of this Agreement, “Hazardous Substances” shall mean any (i) “hazardous substance” as defined under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., or (ii) “hazardous waste” as defined under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., or (iii) “hazardous materials” as defined under the Hazardous Materials Transportation Authorization Act, 49 U.S.C. Section 5101 et seq., or (iv) “hazardous waste” as defined under New York Environmental Conservation Law, Section 27-0901 et seq., or (v)

³³ This will include the Declaration contemplated in the Funding Agreement if the GI Site or a privately owned Alternate Site is selected for the Project.

³⁴ This provision may be revised if the GI Site or a privately owned Alternate Site is selected for the Project.

³⁵ This provision may be revised if the GI Site or a privately owned Alternate Site is selected for the Project.

“hazardous substance” as defined under the Clean Water Act, 33 U.S.C. Section 1321 et seq., and the regulations adopted and publications promulgated pursuant to the above, and all other applicable laws, rules or regulations of all Federal, State and local authorities having jurisdiction over the Premises.

(c) Developer is a [redacted] [Each Respondent shall provide this information] duly authorized and organized, validly existing, and in good standing under the laws of the State of [redacted] [Each Respondent shall provide this information], and has all requisite power and authority to execute, deliver and perform this Agreement. Upon execution and delivery of this Agreement by the Parties, this Agreement shall constitute a legal, valid, binding and enforceable obligation of Developer.

Section 14. Title Defects

Nothing contained in this Agreement shall obligate the City, NYCEDC or any entity owned, controlled by or affiliated with the City to incur any expense or to bring any action or proceeding in order to cure any defects, encumbrances or other objections to title or to render title insurable in accordance with this Agreement.³⁶ If, however, any such party elects to attempt to render title insurable in accordance with this Agreement or to remove any such objection and is unable to do so before the Closing Date, NYCEDC shall be entitled to adjourn the Closing Date for a period of up to six (6) months by delivering a written notice thereof to Developer. If NYCEDC shall be unable to render title insurable in accordance with this Agreement or if NYCEDC shall elect at any time not to remove such objection or not to take such actions as are necessary to render title insurable in accordance with this Agreement, then NYCEDC shall so notify Developer. Unless Developer elects, by notice delivered to NYCEDC within ten (10) days after NYCEDC’s notice, to accept such title as NYCEDC is prepared to convey, without abatement of the amount due under the Lease, this Agreement ipso facto shall be deemed terminated, the Parties shall each be released from all liability under this Agreement, except as expressly provided in this Agreement.

Section 15. Notice

Any notice, demand, or request that, under the terms of this Agreement or under any statute, must or may be given or made by any of the Parties to any other Party shall be in writing, and, except as otherwise expressly provided herein, shall be given by mailing the same by registered or certified mail addressed as follows:

If to NYCEDC:

³⁶ This provision may be revised if the GI Site or a privately owned Alternate Site is selected for the Project.

New York City Economic Development Corporation
110 William Street
New York, New York 10038
Attn: Executive Vice President, Real Estate Transaction Services

With a copy to:

New York City Economic Development Corporation
110 William Street
New York, New York 10038
Attn: General Counsel

and

New York City Law Department,
100 Church Street,
New York, New York 10007,
Attention: Chief, Economic Development Division

If to Developer:

[Redacted]
[Redacted]
[Redacted]
[Redacted]

With a copy to:

[Redacted]
[Redacted]
[Redacted]
[Redacted]

[Each Respondent shall provide this information]

Either Party, however, may designate in writing any new or other address to which such notice, demand or request shall thereafter be so mailed. Any such notice, demand or request shall be deemed given when deposited in a general or branch post office, maintained by the U.S. Postal Service, enclosed in a registered or certified prepaid wrapper addressed as herein provided.

Section 16. Broker

Developer represents to the other Parties that it has not dealt with any broker in connection with the Project or this Agreement. Developer shall forever defend, indemnify and hold harmless the other Parties and their respective officials, officers, directors, members, principals, agents, representatives and employees, from and against any and all liabilities, claims, demands, penalties, fines, settlements, damages, costs, expenses and judgments arising from any claims for a commission or other similar compensation brought by any broker or brokerage firm or other firm or individual relating to the Project or this Agreement, arising in whole or in part from the actions or omissions of Developer or of any entity that is an affiliate of Developer or of the employees, officers, owners, directors, members, principals, representatives or agents of Developer or any entity that is an affiliate of Developer. The provisions of this Section shall survive the Closing.

Section 17. Developer's Default

(a) Each of the following shall constitute a default by Developer under this Agreement:

(i) if by the Closing Date (A) (I) all the Closing Conditions have been satisfied or (II) all the Developer's Closing Conditions have been satisfied and the Other Closing Conditions could, in NYCEDC's sole judgment, be satisfied by the Closing Date if Developer were willing to close by the Closing Date, and (B) Developer refuses or willfully fails to close by the Closing Date;

(ii) any default by Developer under the License or any other then existing agreement between Developer and NYCEDC, the City and/or the owner of the Premises in connection with the Project;

(iii) a breach of any of the covenants, agreements or obligations to be performed by Developer under this Agreement on or before the Closing Date, including, without limitation, any failure by Developer to perform its obligations as and when required to be performed under Section 5;

(iv) a false representation by Developer in this Agreement;

(v) any admission, by Developer, that Developer is unable to pay its debts as such become due; any assignment, by Developer, for the benefit of its creditors; any filing by Developer of a voluntary petition under Title 11 of the United States Code or a filing of such a petition against Developer or the entering of any order for relief against Developer; any filing by Developer of a petition or an answer seeking, consenting to, or acquiescing in, any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future Federal bankruptcy code or any other present or future applicable Federal, State or other

bankruptcy or insolvency statute or law, or if Developer shall seek, or consent to, or acquiesce in, or suffer the appointment of, any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of Developer, or of all or any substantial part of its properties, or of its rights under this Agreement; or if Developer shall take any action in furtherance of any action described herein; and

(vi) any failure to pay any amount due under this Agreement to any other Party as and when due.

(b) If Developer shall default in the manner set forth in Section 17(a), then NYCEDC shall have the right to terminate this Agreement by notice to Developer and retain the remaining portion of the Security Deposit and Predevelopment Deposit, and shall have all other rights and remedies available at law or equity.

Section 18. Miscellaneous

(a) Developer's interest under this Agreement shall not be assigned, nor shall Developer divest itself of any interest herein, without the prior written consent of NYCEDC, which consent shall be at its sole and absolute discretion. Any attempted assignment in contravention of this Section 18(a) shall be null and void. No equity interest in Developer shall be sold, assigned or otherwise transferred, nor shall any additional equity interest in Developer be issued, between the Commencement Date and the Closing Date without the prior written consent of the NYCEDC, which consent shall be at the sole and absolute discretion of NYCEDC. If any such equity interest is sold, assigned, transferred or issued without the permission of NYCEDC, Developer shall be in default under this Agreement and NYCEDC shall have the rights set forth in Section 17(b).

(b) This Agreement constitutes the full agreement among the Parties with respect to the transaction contemplated herein, and all prior understandings and agreements are merged into this Agreement. Neither this Agreement nor any provision hereof may be changed or canceled except by agreement in writing signed by the Party (acting by a duly authorized partner or officer thereof if the Party is a partnership or corporation) against whom any purported change is sought to be enforced.

(c) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

(d) The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

(e) This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

(f) The gender used in this Agreement shall be deemed to refer to the

masculine, feminine, or neuter gender, as the identity of the contracting Parties may require. The singular shall include the plural as the context may dictate.

Section 19. Binding Agreement

Neither the submission of this Agreement form to Developer nor the execution of this Agreement by Developer nor the delivery by Developer to NYCEDC of the Administrative Fee or any other payment contemplated under this Agreement shall constitute an offer or an agreement by NYCEDC to Developer to lease the Premises to Developer. This Agreement shall not be, be deemed to be, or become binding upon NYCEDC or any other party hereto to any extent or for any purpose unless and until it is executed by each of such Parties and fully executed counterparts are delivered to all Parties. Each of the signatories below represents that it has authority to sign on behalf of the Party for which it signed and has the power to bind such Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

NEW YORK CITY ECONOMIC
DEVELOPMENT CORPORATION

By: _____
Name: _____
Title: _____

[DEVELOPER]

By: _____
Name: _____
Title: _____

I have confirmed and approved:

Michael R. Bloomberg
Mayor of the City of New York

EXHIBIT A
THE PREMISES

EXHIBIT B

THE LEASE

[The Lease Follows on Next Page]

EXHIBIT C

ASSIGNMENT OF LEASE

[The Assignment of Lease Follows on Next Page]

EXHIBIT D

THE LICENSE

[The License Follows on Next Page]

EXHIBIT E

INITIAL EMPLOYMENT REPORT

[The Initial Employment Report Follows on Next Page]

INITIAL EMPLOYMENT REPORT

In order to comply with Local Law reporting requirements, the Company is required to complete and return this form to NYCEDC, 110 William Street, Attention: Compliance, New York, NY 10038 on or before the execution and delivery of its Project Agreement. **The Company shall submit one report that covers (i) the Company and its Affiliates and (ii) Developers and subtenants of Developers.** Each Developer must complete a copy of this form with respect to itself and any of its subtenants and return it to the Company.

1. Please provide the total number of employees in each category below that will be employed at the Project Location(s) by the Company and its Affiliates and any Developers and subtenants of Developers on or about the date of the Project Agreement (for land sales please use the date of the deed):

Permanent Full-Time Employees: _____	Non-Permanent Full-Time Employees: _____
Permanent Part-Time Employees: _____	Non-Permanent Part-Time Employees: _____
Full-Time Equivalent Employees: _____	Contract Employees: _____

2. Please estimate the total number of employees in each category below that will be employed (both retained and created jobs) at the Project Location(s) by the Company and its Affiliates and any Developers and subtenants of Developers on June 30th of the next eight (8) years following the Closing date:

	1 s t	2 n d	3 r d	4 t h	5 t h	6 t h	7 t h	8 ^t h y e a r
Full-Time Employees								
Part-Time Employees								
Full-Time Equivalent Employees								
Contract Employees								

DEFINITIONS:

“Affiliate” is (i) a business entity in which more than fifty percent is owned by, or is subject to a power or right of control of, or is managed by, an entity which is a party to a Project Agreement, or (ii) a business entity that owns more than fifty percent of an entity which is a party to a Project Agreement or that exercises a power or right of control of such entity.

“Company” includes any entity that is a party to a Project Agreement.

“Contract Employee” is a person who is an independent contractor (i.e., a person who is not an “employee”), or is employed by an independent contractor (an entity other than the Company or its Affiliate, a Developer or a subtenant of a Developer), who provides services at a Project Location.

“Full-Time Employee” is an employee who works at least 35 hours per week at a Project Location.

“Full-Time Equivalent Employee” is two or more Part-Time Employees who collectively work at least 35 hours per week at a Project Location.

“Part-Time Employee” is an employee who works less than 35 hours per week at a Project Location.

“Project Agreement” is any agreement or instrument (such as a lease agreement or deed) pursuant to which an entity purchases or leases (directly or by assignment from NYCEDC) property from NYCEDC.

“Project Location” is any location that is leased (directly or by assignment from NYCEDC) or purchased by the Company from NYCEDC.

“Developer” is a tenant or subtenant (excluding the Company and its Affiliates) that leases or subleases facilities from the Company or its Affiliate at any Project Location.

Certification: I, the undersigned, an authorized officer or principal owner of the Company/Affiliate/Developer, hereby certify to the best of my knowledge and belief, that all information contained in this report is true and complete. This form and information provided pursuant hereto may be disclosed to the New York City Economic Development Corporation (“NYCEDC”) and may be disclosed by NYCEDC in connection with the administration of the programs of NYCEDC and/or the City of New York; and, without limiting the foregoing, such information may be included in (x) reports prepared by NYCEDC pursuant to New York City Charter Section 1301 et. seq., (y) other reports required of NYCEDC, and (z) any other reports or disclosure required by law.

Entity

Name:

Signature

By:

Name

(print):

Date:

Title:

EXHIBIT F

THE FUNDING AGREEMENT

[The Funding Agreement Follows on Next Page]

APPENDIX J: STATEMENT OF AGREEMENT

(On letterhead)

Date:

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

Dear Ms. 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.

Moreover [Respondent] acknowledges that the information provided in the Site File, RFP and Appendices is for general information purposes only and that [Respondent] will not hold the City and NYCEDC, or their respective officers, employees, and agents responsible for the accuracy or completeness of the information set forth therein. [Respondent] acknowledges that all due diligence is the responsibility of the [Respondent].

Finally, [Respondent] agrees that if it shall be selected as a Finalist, it (together with each of the other Finalists) shall pay (on a pro rata and per Finalist allocated basis) for all such outside counsel fees and costs of NYCEDC.

Sincerely,

Respondent
[Respondent Title]

[Respondent must attach an affidavit to the Statement of Agreement indicating that the signatory is an authorized principle or officer of the Respondent]

APPENDIX K: CONDITIONS, TERMS AND LIMITATION

NYCEDC, acting on behalf of the City of New York, is issuing this Request for Proposals (“RFP”). 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:

1. Any City-Offered Site to be disposed of in connection with this RFP will be conveyed (leased or leased with an option to purchase) in its “as is” condition, subject to all applicable title matters.
2. 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 Site File, the physical condition of any City-Offered Site, the status of title thereto, its suitability for any specific use, the absence of hazardous substances or materials, or any other matter. All due diligence is the responsibility of the Respondent and each Respondent is urged to satisfy itself with respect to the physical condition of any City-Offered Site it may select for its Proposal, the information contained herein, and all limitations or other arrangements affecting such City-Offered Site. NYCEDC and the City will not be responsible for any injury or damage arising out of or occurring during any visit to the sites.
3. 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, design guidelines 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 shall be subject to successful completion of the City’s Uniform Land Use Review Procedure (“ULURP”), completion of the City Environmental Quality Review (“CEQR”), compliance with Section 384(b)(4) of the New York City Charter, and approval by NYCEDC’s Board of Directors (in each case as applicable). The approval of other boards of other entities may also be required depending on the nature of the transaction. ULURP and CEQR compliance shall be solely at the expense of the Developer. NYCEDC will cooperate with the Developer in obtaining necessary approvals.
4. A Respondent’s Proposal may be rejected if the Respondent or any of its principal shareholders, principals, partners or members is determined, in NYCEDC’s sole discretion, to be within a category of persons or entities with whom or which the City or NYCEDC may not generally do business. Respondent and all officers and principals thereof must complete a background questionnaire and may be subject to investigation by NYCEDC and the City’s Department of Investigation. Any designation may be revoked in NYCEDC’s sole discretion in the event any derogatory information is revealed by any such investigation.
5. NYCEDC and the City are not 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.
6. NYCEDC invites the participation of real estate brokers only to the extent such brokers act on behalf of and with the authorization of identified principals, provided that the broker arranges for the payment of its commission or other compensations exclusively by the Respondent. It shall be a condition to the designation of the Developer of the Project that the Developer agrees to pay any commission or other compensation due to any broker in connection with the Project, and to indemnify and hold harmless NYCEDC and the City from any obligation, commission or compensation brought by any broker by reason of the Project.
7. This is a request for proposals not a request for bids. NYCEDC shall be the sole judge of each Proposal’s conformance with the requirements of this RFP and of the merits of each Proposal. NYCEDC reserves the right to waive any conditions or modify any provision of this RFP with respect to one or more Respondents, to negotiate with one or more of the Respondents with respect to all or any portion of any City-Offered Site, to require supplemental statements and information from any Respondents, to establish additional terms and conditions, to encourage Respondents to work together, to conduct interviews with Respondents 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 City-Offered Sites 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 deadline stated in the RFP at its discretion. The timing of the selection of a Developer may differ depending upon the degree to which further information on Proposals must be obtained or due to other factors that NYCEDC may consider pertinent. All Proposals become the property of NYCEDC.

8. All terms in this RFP related to the permitted use and bulk of the City-Offered Sites 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.
9. Except as specifically provided herein, the Developer will pay all applicable taxes payable with respect to the Project, including transfer and mortgage recording taxes. 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.
10. 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.
11. In furtherance of NYCEDC's mission of economic development, the disposition of any City-Offered Site will be subject to NYCEDC's standard provisions for similar transactions.
12. As more particularly described herein, the Developer will be required to deliver evidence to NYCEDC of the creation of employment opportunities at the City-Offered Site for the first eight (8) years after the closing of the project. The Developer must also agree in good faith to consider any proposals made by the City or City-related entities with regard to jobs 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 Developer will be required to cause commercial subtenants to agree to these provisions at the time it enters into leases with such subtenants.
13. Upon submission of a Proposal to this RFP, Respondents, and their representatives and agents, shall treat their Proposals and all information obtained from the Site File or otherwise obtained from NYCEDC or the City in connection with this RFP (the "Confidential Information") confidentially, and shall not discuss, publish, divulge, disclose or allow to be disclosed the Confidential Information to any other Respondents or any other person, firm or entity, including press or other media, without NYCEDC's prior written approval.
14. CBDs and associated site descriptions should be considered guides for Respondents unfamiliar with the City, but not construed as location requirements for this RFP. Nor should the CBDs or any sites referenced within the CBDs be construed as real estate which the City or NYCEDC controls or can exercise authority over. Respondents must work with the respective owners(s) of any such site of interest.

APPENDIX L:
U.S. NEWS AND WORLD REPORT 2011 RANKINGS:
U.S. GRADUATE ENGINEERING SCHOOLS

Rank	Name
1	Massachusetts Institute of Technology
2	Stanford University
3	University of California--Berkeley
4	Georgia Institute of Technology
5	University of Illinois--Urbana-Champaign
6	Carnegie Mellon University
7	California Institute of Technology
8	University of Texas--Austin (Cockrell)
9	University of Michigan--Ann Arbor
10	Cornell University
11	Purdue University--West Lafayette
11	University of Southern California (Viterbi)
13	Texas A&M University--College Station (Look)
14	University of California--Los Angeles (Samueli)
14	University of California--San Diego (Jacobs)
16	Columbia University (Fu Foundation)
16	University of Wisconsin--Madison
18	Harvard University
18	Princeton University
20	Northwestern University (McCormick)
21	University of California--Santa Barbara
22	University of Maryland--College Park (Clark)
22	University of Pennsylvania
24	Virginia Tech
25	Pennsylvania State University--University Park
26	Johns Hopkins University (Whiting)
27	University of Minnesota--Twin Cities
27	University of Washington
29	Ohio State University
30	University of Florida
31	Duke University (Pratt)
31	North Carolina State University
31	University of California--Davis
34	Rice University (Brown)
35	Yale University
36	University of Colorado--Boulder
37	Rensselaer Polytechnic Institute
37	Vanderbilt University
39	Boston University
39	University of California--Irvine (Samueli)
39	University of Virginia
42	University of Rochester

Rank	Name
43	Lehigh University (Rossin)
44	Arizona State University (Fulton)
45	Brown University
45	Case Western Reserve University
45	Iowa State University
45	University of Delaware
49	Washington University in St. Louis
50	Dartmouth College (Thayer)

**APPENDIX M:
U.S. NEWS & WORLD REPORT 2011 RANKING:
WORLD'S BEST ENGINEERING AND IT UNIVERSITIES**

Rank	Name
1	Massachusetts Institute of Technology (MIT), United States
2	Stanford University, United States
3	University of California, Berkeley (UCB), United States
4	University of Cambridge, United Kingdom
5	California Institute of Technology (Caltech), United States
6	Imperial College London, United Kingdom
7	The University of Tokyo, Japan
8	ETH Zurich (Swiss Federal Institute of Technology), Switzerland
9	University of Oxford, United Kingdom
9	National University of Singapore (NUS), Singapore
11	Tsinghua University, China
12	Carnegie Mellon University (CMU), United States
13	Georgia Institute of Technology, United States
14	University of Toronto, Canada
15	University of California, Los Angeles (UCLA), United States
16	University of Illinois at Urbana-Champaign (UIUC), United States
17	Kyoto University, Japan
18	Delft University of Technology (TU Delft), Netherlands
19	University of Michigan, United States
19	Cornell University, United States
21	Princeton University, United States
22	Harvard University, United States
23	Tokyo Institute of Technology, Japan
24	KAIST - Korea Advanced Institute of Science & Technology, South Korea
25	University of Manchester, United Kingdom
26	Hong Kong University of Science and Technology (HKUST), Hong Kong
27	University of Texas at Austin (UT Austin), United States
28	Purdue University, United States
29	McGill University, Canada
30	University of British Columbia (UBC), Canada
31	École Polytechnique Fédérale de Lausanne (EPFL), Switzerland
32	University of Melbourne, Australia
33	Peking University, China
34	University of California, San Diego (UCSD), United States
35	École Polytechnique, ParisTech, France
36	Technische Universität München (TUM), Germany
36	Nanyang Technological University (NTU), Singapore
38	Seoul National University (SNU), South Korea
39	University of Waterloo, Canada
39	RWTH Aachen, Germany
41	National Taiwan University (NTU), Taiwan
42	University of New South Wales (UNSW), Australia

Rank	Name
43	Shanghai Jiao Tong University (SJTU), China
44	University of Sydney, Australia
45	Australian National University (ANU), Australia
46	University of Edinburgh, United Kingdom
47	Indian Institute of Technology Bombay (IITB), India
48	Technische Universität Berlin, Germany
49	Universität Karlsruhe, Germany
50	Eindhoven University of Technology (TU Eindhoven), Netherlands
51	UCL (University College London), United Kingdom
52	University of Hong Kong (HKU), Hong Kong
52	University of Southampton, United Kingdom
52	Indian Institute of Technology Delhi (IITD), India
55	University of Auckland, New Zealand
56	Columbia University, United States
57	Technion - Israel Institute of Technology, Israel
58	Monash University, Australia
59	Osaka University, Japan
60	University of Wisconsin-Madison, United States
60	KTH, Royal Institute of Technology, Sweden
62	University of Queensland (UQ), Australia
63	University of California, Santa Barbara (UCSB), United States
63	Indian Institute of Technology Kanpur (IITK), India
63	Politecnico di Milano, Italy
66	University of Washington, United States
67	National Tsing Hua University, Taiwan
68	Indian Institute of Technology Madras (IITM), India
69	Technical University of Denmark, Denmark
70	Hong Kong Polytechnic University, Hong Kong
71	University of Science and Technology of China, China
72	University of Pennsylvania (UPenn), United States
73	Northwestern University, United States
74	University of Alberta, Canada
75	Technische Universität Darmstadt, Germany
76	Katholieke Universiteit Leuven, Belgium
76	Chalmers University of Technology, Sweden
78	École Normale Supérieure de Paris (ENS Paris), France
79	Zhejiang University, China
80	University of Minnesota, United States
81	Yale University, United States
82	Virginia Polytechnic Institute (virginia Tech), United States
83	University of Bristol, United Kingdom
84	Universität Stuttgart, Germany
85	Chinese University of Hong Kong (CUHK), Hong Kong
86	University of Chicago, United States
86	Pennsylvania State University (Penn State), United States
88	Johns Hopkins University, United States
89	RMIT University, Australia

Rank	Name
90	Indian Institute of Technology Kharagpur (IITKGP), India
91	University of Birmingham, United Kingdom
91	Texas A&M University, United States
93	Bandung Institute of Technology (ITB), Indonesia
94	Tohoku University, Japan
95	Universitat Politècnica de Catalunya, Spain
96	Lomonosov Moscow State University, Russia
96	University of Maryland, College Park, United States
98	Vienna University of Technology, Austria
99	Trinity College Dublin, Ireland
100	Politecnico di Torino, Italy

**APPENDIX N:
ACADEMIC RANKING OF WORLD UNIVERSITIES:
ENGINEERING/TECHNOLOGY AND COMPUTER SCIENCES – 2010**

Rank	Name
1	Massachusetts Institute of Technology (MIT)
2	Stanford University
3	University of California, Berkeley
4	University of Illinois at Urbana-Champaign
5	Georgia Institute of Technology
6	The University of Texas at Austin
7	University of Michigan - Ann Arbor
8	Carnegie Mellon University
9	Pennsylvania State University - University Park
10	University of California, San Diego
10	University of Southern California
12	Northwestern University
13	Purdue University - West Lafayette
13	University of Maryland, College Park
15	University of California, Santa Barbara
16	University of Cambridge
17	Cornell University
18	California Institute of Technology
19	University of Toronto
20	Swiss Federal Institute of Technology of Lausanne
21	Texas A&M University - College Station
22	Princeton University
23	National University of Singapore
23	University of Wisconsin - Madison
25	Tohoku University
26	The Ohio State University - Columbus
26	University of Minnesota, Twin Cities
28	University of California, Los Angeles
29	University of Washington
30	The Imperial College of Science, Technology and Medicine
31	Kyoto University
32	North Carolina State University - Raleigh
33	The University of Manchester
34	National Taiwan University
34	University of Florida
36	University of Pennsylvania
37	Tokyo Institute of Technology
38	Technion-Israel Institute of Technology
39	National Cheng Kung University
39	The Hong Kong University of Science and Technology
41	Virginia Polytechnic Institute and State University

Rank	Name
42	Harvard University
43	City University of Hong Kong
43	Swiss Federal Institute of Technology Zurich
45	Tsinghua University
46	University of California, Davis
47	Columbia University
47	National Chiao Tung University
49	University of Oxford
50	Korea Advanced Institute of Science and Technology
50	University of Massachusetts Amherst
52-75	Arizona State University - Tempe
52-75	Catholic University of Leuven
52-75	Chalmers University of Technology
52-75	Duke University
52-75	McGill University
52-75	Osaka University
52-75	Pierre and Marie Curie University - Paris 6
52-75	Polytechnic University of Turin
52-75	Rutgers, The State University of New Jersey - New Brunswick
52-75	Seoul National University
52-75	Shanghai Jiao Tong University
52-75	Technical University of Denmark
52-75	The Chinese University of Hong Kong
52-75	The Hong Kong Polytechnic University
52-75	The University of Sheffield
52-75	University of California, Irvine
52-75	University of Colorado at Boulder
52-75	University of Melbourne
52-75	University of New South Wales
52-75	University of Science and Technology of China
52-75	University of Sydney
52-75	University of Virginia
52-75	University of Waterloo
52-75	Zhejiang University
76-100	Delft University of Technology
76-100	Ghent University
76-100	Harbin Institute of Technology
76-100	Indian Institute of Science
76-100	Indian Institute of Technology Kharagpur
76-100	Lund University
76-100	Michigan State University
76-100	Nanyang Technological University
76-100	National Tsing Hua University
76-100	Pohang University of Science and Technology
76-100	Rensselaer Polytechnic Institute
76-100	Rice University
76-100	Technical University Munich

Rank	Name
76-100	Tel Aviv University
76-100	The Johns Hopkins University
76-100	The University of Tokyo
76-100	University of Alberta
76-100	University of Bristol
76-100	University of Central Florida
76-100	University of Delaware
76-100	University of Southampton
76-100	University of Tennessee - Knoxville
76-100	University of Twente
76-100	University of Utah
76-100	Yale University