

MINUTES OF THE
MEETING OF THE BOARD OF DIRECTORS
OF
BUILD NYC RESOURCE CORPORATION
HELD REMOTELY PURSUANT TO EXECUTIVE ORDER
ISSUED BY THE GOVERNOR OF THE STATE OF NEW YORK
June 23, 2020

The following directors and alternates were present, constituting a quorum:

HeeWon Brindle-Khym
Marlene Cintron
Brian Cook, alternate for Scott M. Stringer,
Comptroller of The City of New York
Khary Cuffe
Anthony Del Vecchio
Albert De Leon
Barry Dinerstein, alternate for Marisa Lago,
Chair of the City Planning Commission of The City of New York
Andrea Feirstein
Pedram Mahdavi, alternate for Vicki Been,
Deputy Mayor for Housing and Economic Development
Jacques-Philippe Piverger
James Prendamano
Betty Woo, alternate for James Johnson,
Corporation Counsel of The City of New York

The following directors and alternates were not present.

James Patchett,
Robert Santos
Shanel Thomas

Eric Clement, a Managing Director for New York City Economic Development Corporation ("NYCEDC"), convened the meeting of the Board of Directors of the Build NYC Resource Corporation ("Build NYC" or the "Corporation") at 9:33 a.m., at which point a quorum was present. The meeting was held pursuant to Executive Order 202.1 (2020), issued by the Governor of the State of New York, remotely by conference call, during which interested members of the public were invited to listen in by dialing 1-866-868-1282 or 1-847-413-2405, and entering the Passcode: 7268463#.

1. Adoption of the Minutes of the May 12, 2020 Board of Directors Meeting

Mr. Clement asked if there were any comments or questions relating to the minutes of the May 12, 2020 Board of Directors meeting. There were no comments or questions; a motion to approve such minutes was made, seconded and unanimously approved.

2. Financial Statements for April 30, 2020 (Unaudited)

Christine Robinson, Assistant Vice President of NYCEDC, presented the Corporation's Financial Statements for the ten-month period ended April 30, 2020. Build NYC closed on four transactions recognizing \$522,000 in project finance fee revenues. Additional income derived from compliance, application, post-closing, and other fees adding to \$202,000. Approximately \$1.8 million in expenditures were recorded for the same period, majorly consisting of the management fee, public hearing, and marketing expenses.

4. Approval of Annual Contract with NYCEDC

Krishna Omolade, a Vice President for NYCEDC and Executive Director of the Corporation, presented for review and approval the Corporation's Annual Contract with NYCEDC (the "Contract"), pursuant to which NYCEDC would provide administrative services to the Corporation in support of the Corporation's programs. Mr. Omolade stated that under the Contract, NYCEDC provides services to the Corporation such as project management, legal and accounting services.

There being no further comments or questions, a motion to approve the Corporation's Annual Contract with NYCEDC attached hereto as Exhibit A, as submitted, was made, seconded and unanimously approved.

Mr. Omolade presented the next five items required by the Public Authorities Reform Act. The Board voted for all five items at the conclusion of the presentation.

5. Approval of Investment Guidelines Policy

Mr. Omolade presented for review and approval the Corporation's Investment Guidelines Policy, as required by the Public Authorities Accountability Act.

6. Approval of Policy for Disposition of Personal Property

Mr. Omolade presented for review and approval the Corporation's Disposition of Personal Property Policy, as required by the Public Authorities Accountability Act.

7. Approval of Policy for Acquisition and Disposition of Real Property

Mr. Omolade presented for review and approval the Corporation's Acquisition and Disposition of Real Property Policy, as required by the Public Authorities Accountability Act.

8. Approval of the Procurement Policy

Mr. Omolade presented for review and approval the Corporation's Procurement Policy, as required by the Public Authorities Accountability Act.

9. Mission Statement and Performance Measurements

Mr. Omolade presented for review and approval the Corporation's Mission Statement and Performance Measurements, as required by the Public Authorities Accountability Act.

There being no comments or questions, a motion to approve the Corporation's Investment Guidelines Policy attached hereto as Exhibit B, Disposition of Personal Property Policy attached hereto as Exhibit C, Acquisition and Disposition of Real Property Policy attached hereto as Exhibit D, Procurement Policy attached hereto as Exhibit E and Mission Statement and Performance Measurements attached hereto as Exhibit F was made, seconded and unanimously approved.

10. Board Self-Evaluation

Mr. Omolade presented the Board of Directors' Self-Evaluation Survey (the "Survey") attached hereto as Exhibit G, which was reviewed and approved by the Governance Committee. Mr. Omolade stated that the Survey was required under the Public Authorities Accountability Act.

11. Blue School and Blue School Real Estate LLC

Noah Schumer, a Project Manager for NYCEDC, presented for review and adoption a bond approval and authorizing resolution for an approximately \$64,479,000 tax-exempt and taxable revenue bond issuance for the benefit of Blue School and Blue School Real Estate LLC and recommended the Board adopt a SEQRA determination that the proposed project is a Type II action and therefore no further environmental review is required. Mr. Schumer described the project and its benefits as set forth in Exhibit H.

Mr. Dinerstein stated that the Finance Committee reviewed this project. Mr. Dinerstein stated that the school has sort of struggled to reach its enrollment goals, but that was due to its inability to get its new space put together and completed. Mr. Dinerstein stated that the school has a pretty strong board of directors and that when this initially came before the Corporation Board of Directors back in 2016 there was some concern about it being a "start-up school" but it has continued to operate and thrive so the Finance Committee members are optimistic that

going forward the school will be able to meet its obligations. On behalf of the Finance Committee, Mr. Dinerstein recommended approval of this project.

There being no further comments or questions, a motion to approve the tax-exempt and taxable revenue bond issuance, authorizing resolution and SEQRA determination attached hereto as Exhibit I for the benefit of Blue School and Blue School Real Estate LLC and SEQRA determination was made, seconded and unanimously approved.

12. SCO Family of Services

Mac Thayer, an Assistant Vice President for NYCEDC, presented for review and adoption a bond approval and authorizing resolution for an approximately \$20,500,000 in tax-exempt and taxable revenue bond issuance for the benefit of SCO Family of Services and recommended the Board adopt a SEQRA determination that the proposed project is a Type II action and therefore no further environmental review is required. Mr. Thayer described the project and its benefits as set forth in Exhibit J.

Dinerstein stated that the Finance Committee reviewed this project and that the organization is financially strong and has been in operation for a long time. On behalf of the Finance Committee, Mr. Dinerstein recommended approval of this project.

There being no further comments or questions, a motion to approve the tax-exempt and taxable revenue bond issuance, authorizing resolution and SEQRA determination attached hereto as Exhibit K for the benefit of SCO Family of Services and SEQRA determination was made, seconded and unanimously approved.

13. Adjournment

There being no further business to come before the Board of Directors at the meeting, pursuant to a motion made, seconded and unanimously approved, the meeting of the Board of Directors was adjourned at 9:45 a.m.


Assistant Secretary

Dated: 7/28/20
New York, New York

Exhibit A

AGREEMENT

between

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION

and

BUILD NYC RESOURCE CORPORATION

FOR FISCAL YEAR ~~2020~~2021

Dated as of July 1, ~~2019~~2020

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AGREEMENT, dated as of the 1st day of July, ~~2019~~2020 between NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION (“EDC”), a corporation incorporated under the Not-for-Profit Corporation Law of the State of New York, having an office at ~~110 William Street~~One Liberty Plaza, New York, New York ~~10038~~10006, and BUILD NYC RESOURCE CORPORATION (“BNYC”), a not-for-profit local development corporation incorporated pursuant to Section 1411 of the Not-for-Profit Corporation Law of the State of New York, having an office at ~~110 William Street~~One Liberty Plaza, New York, New York ~~10038~~10006.

WHEREAS, BNYC was created and organized for the purposes, *inter alia*, of promoting economic development in the City; and

WHEREAS, EDC provides economic development services to The City of New York pursuant to a contract between The City of New York and EDC, dated as of July 1, 2014, as amended from time to time (the “Master Contract”); and

WHEREAS, BNYC and New York City Economic Development Corporation, a not-for-profit local development corporation incorporated pursuant to Section 1411 of the Not-for-Profit Corporation Law of the State of New York (“Old EDC”), entered into an agreement dated as of January 1, 2012 (for the second half of the fiscal year ending June 30, 2012) (the “Original Contract”), whereby BNYC hired Old EDC, as an independent contractor, to provide BNYC and its Board of Directors certain staff and administrative services in support of BNYC’s operations; and

WHEREAS, pursuant to an agreement dated as of July 1, 2012, the parties to the Original Contract renewed the same; and

WHEREAS, on November 1, 2012, the following actions occurred simultaneously: (a) Old EDC merged into New York City Economic Growth Corporation, a New York not-for-profit

corporation, (b) New York City Economic Growth Corporation survived as successor in interest to Old EDC and assumed the rights and obligations of the latter, and (c) New York City Economic Growth Corporation changed its name to “New York City Economic Development Corporation,” which is the party hereinabove defined as “EDC;” and

WHEREAS, pursuant to agreements dated July 1, 2013, July 1, 2014, July 1, 2015, July 1, 2016, July 1, 2017, ~~and~~ July 1, 2018, and July 1, 2019, BNYC and EDC, as successor-in-interest to Old EDC, renewed the Original Contract; and

WHEREAS, BNYC and EDC (as successor-in-interest to Old EDC) desire to renew the contractual relationship between BNYC and EDC by entering into this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, BNYC and EDC agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 For the purposes of this Agreement the following terms shall have the respective meanings ascribed to them below:

“Act” shall mean, the Not-for-Profit Corporation Law of the State of New York and in particular Section 1411 thereof.

“Agreement” shall mean this agreement as the same may from time to time be modified, amended, renewed or supplemented in accordance with the provisions contained herein.

“Applicant” shall mean any person, firm, corporation, partnership or association that has submitted an application to BNYC for bond financing by BNYC.

“Base Contract Fee” shall have the meaning provided in Section 5.1(b) of this Agreement.

“BNYC” shall mean Build NYC Resource Corporation, a not-for-profit local development corporation incorporated pursuant to Section 1411 of the Not-for-Profit Corporation Law of the State of New York.

“BNYC Annual Budget” shall mean the statement of annual estimated expenses (as the same may be amended from time), which BNYC shall or may incur for any fiscal year, whether directly or through EDC, pursuant to this Agreement. The BNYC Annual Budget for the fiscal year ending June 30, ~~2020~~2021 is annexed hereto as Exhibit “A”.

“BNYC Bank Accounts” shall mean all bank accounts of BNYC as of the effective date of this Agreement and all subsequent bank accounts established in accordance with applicable laws and the by-laws of BNYC for the deposit of funds of BNYC.

“Board” shall mean the Board of Directors of BNYC, including any duly designated committee thereof.

“City” shall mean the City of New York, a municipal corporation of the State of New York.

“Corporate Documents and Policies” shall mean, collectively: the certificate of incorporation and the by-laws of BNYC, as either may be amended from time to time; and policies adopted by the Board from time to time.

“Executive Director” shall mean the person elected by the Board of Directors of BNYC as the Executive Director of BNYC, which person shall serve as the chief executive officer of BNYC.

“EDC” shall mean New York City Economic Development Corporation, a New York not-for-profit corporation.

“Fees” shall mean the fees referred to in Section 5.1 hereof.

“Financial Advisor” shall have the meaning assigned to such term in Section 2.3(d) of this Agreement.

“Master Contract” shall mean the contract between The City of New York and EDC, dated as of June 30, ~~2018~~2019 as amended from time to time.

“Services” shall have the meaning provided in Section 2.1 of this Agreement.

“Term” shall mean the term of this Agreement as set forth in Article IV hereof.

ARTICLE II

SCOPE OF SERVICES

Section 2.1 The services described and set forth in this Article II shall hereinafter be collectively referred to as the “Services”.

Section 2.2 In order to assist BNYC in furthering the purposes of the Act, other applicable law, and the Corporate Documents and Policies; and so long as this Agreement is effective, EDC covenants and agrees to provide, in coordination with the Executive Director as provided in Article IX hereof and in accordance with the terms and conditions of this Agreement, such personnel, office space, access to equipment, furniture, conference rooms, other materials and services deemed necessary by the Board for the efficient (i) distribution, receipt, evaluation and processing of all applications for all bond and other transactions, (ii) monitoring, review, evaluation and servicing of all BNYC projects and all financings entered into by BNYC with respect thereto and (iii) coordination with local, state and federal agencies, including but not limited to the timely disclosure of all financial incentives and benefits provided by such agencies

and EDC, with respect to the projects financed and to be financed by BNYC.

Section 2.3 EDC covenants and agrees to provide to BNYC, in accordance with the Act, the Corporate Documents and Policies, and all other applicable laws, rules, regulations and agreements, such services as may be authorized by the Board and provided for in the BNYC Annual Budget, including but not limited to the following:

(a) Such advertising, marketing and other outreach services as are necessary and desirable to make Applicants and potential Applicants aware of the availability of BNYC services;

(b) Such technical assistance services to Applicants and potential Applicants as are necessary and desirable in connection with the administration of BNYC programs;

(c) Such information and assistance as may be deemed necessary by the Executive Director, on behalf of the Board, to monitor, report upon, timely enforce and evaluate the performance by EDC of its obligations under this Agreement;

(d) Such assistance in the selection of bond counsel and bond trustees as may be necessary or desirable in connection with the conduct of BNYC's business activities.

(e) Upon approval of the Board, to engage a financial advisor (the "Financial Advisor") to provide the following services to BNYC:

(i) Assist in the development of new BNYC financing programs and alternative financing mechanisms available to BNYC;

(ii) Assist in the development and structuring of BNYC bond issues, including but not limited to, issues of tax-exempt or taxable bonds, notes, commercial paper or variable

rate instruments, and financing either single borrowers or multiple borrowers through pooled or composite issues;

(iii) Perform financial analysis of select entities and projects seeking financing through BNYC and assist in the design of appropriate financing structures for those entities and projects;

(iv) Analyze the market for potential purchasers of BNYC bonds with a view toward optimal targeting of new issues;

(v) Assist in negotiations with managing underwriters, placement agents and credit enhancement providers;

(vi) Prepare for and participate in meetings with Federal, State and City officials, underwriters, placement agents, credit enhancement providers, investors, counsel, rating agencies and entities obtaining financing through BNYC;

(vii) Assist in the preparation of official statements, private placement memoranda, flow of funds memoranda and other documents in connection with BNYC financings; and

(viii) Work with rating agencies to obtain timely and proper ratings for BNYC issues.

(e) Such other services or assistance as the Board may request, provided however, that the expenses incurred in connection with such services or assistance must have been provided for in the BNYC Annual Budget.

Section 2.4 So long as this Agreement is effective, BNYC hereby authorizes EDC and EDC covenants and agrees to take all necessary action to promptly collect on behalf of BNYC

such amounts as may from time to time be owed to BNYC, including but not limited to recapture amounts, penalties and interest, and damage awards and settlement amounts.

Section 2.5 EDC covenants and agrees to administer the programs of BNYC in a manner consistent with the policies of the Board and to develop recommendations in connection therewith for approval by the Board, consistent with the following guidelines:

(i) consolidate services, including, where appropriate, combined application, review, analysis, monitoring and reporting procedures;

(ii) expedite the bond-financing process, including, where appropriate, assigning one professional staff member to each Applicant, which member shall be responsible for guiding the Applicant through the process in a timely and efficient manner;

(iii) standardize financial analysis, including, where appropriate, performing uniform analysis in connection with each Applicant which shall be utilized in the review of that Applicant's application for bond financing;

(iv) standardize fees;

(v) standardize employment projections and analysis, including, where appropriate, establishing a uniform procedure with regard to the definition, calculation and monitoring of employment opportunities in connection with bond-financed facilities;

(vi) centralize outreach, publicity and marketing, including, where appropriate, implementing seminars and conferences to alert the public and private sectors to the availability of bond financing by BNYC;

(vii) standardize reporting and monitoring, including, where appropriate, creating a single reporting procedure to monitor Applicant compliance and performance;

(viii) standardize term sheets for each bond financing; including the name of the Applicant, the bond amount, interest rate, term, use of proceeds, collateral security and employment information;

(ix) standardize requirements with regard to financial statements from recipients of bond financings;

(x) standardize documentation for and analysis of proposed bond financings;

(xi) standardize documentation and analysis in connection with market justifications to support Applicants' sales growth projections;

(xii) standardize documentation and analysis in connection with each Applicant's capability to manage a proposed project;

(xiii) develop program proposals with regard to the use of BNYC funds which are not dedicated to costs incurred pursuant to the BNYC Annual Budget; and

(xiv) perform such other services and render such other assistance as the Board or the Executive Director shall request.

In addition, the administrative services to be provided to BNYC by EDC with respect to certain larger projects shall be included in the "Services."

Section 2.6. EDC shall, in the performance of the Services, follow procedures substantively similar to the rules issued by the City to enhance the ability of minority and women owned business enterprises ("MWBE(s)") to compete for City contracts. Specifically, for the purpose of procuring consulting and professional services, EDC shall assist BNYC in seeking to obtain responses from MWBEs. In addition, EDC shall assist BNYC in marketing efforts to obtain project applications from MWBE applicants.

Section 2.7. Services relatd to BNYC closings shall be limited to twenty-three (23) BNYC closings. EDC shall be compensated for additional BNYC closings pursuant to Section 5.1(c) of this Agreement.

ARTICLE III
ADMINISTRATION AND ACCOUNTING OF FUNDS; INSPECTION RIGHTS

Section 3.1 EDC covenants and agrees that all funds received by EDC pursuant to Section 2.4 shall be promptly deposited into BNYC Bank Accounts or remitted to appropriate governmental jurisdictions in accordance with requirements of applicable law.

Section 3.2 EDC shall provide to the Board and BNYC's Treasurer investment recommendations and such other advisory services with respect to any monies held in BNYC Bank Accounts as the Board may reasonably request.

Section 3.3 EDC will keep proper books of records and accounts in which proper entries will be made of its transactions with respect to all monies received and investments made pursuant to the terms of this Agreement, all in accordance with generally accepted accounting principles.

Section 3.4 EDC will permit BNYC or its agents to examine the books of account and records of EDC and to make copies and extracts therefrom, and to discuss the affairs, finances

and accounts of EDC with its officers and with its independent public accountants, all at such reasonable times and as often as BNYC may reasonably request.

ARTICLE IV

TERM

Section 4.1 The Term of this Agreement shall be for a period from the date of this Agreement to June 30, ~~2020~~2021 or until the earlier termination of this Agreement pursuant to Article XI hereof.

Section 4.2 This Agreement shall be renewable pursuant to Article X hereof for successive additional 12 month periods.

ARTICLE V

PAYMENT TO EDC

Section 5.1 (a) Payment for the Services. BNYC shall remunerate EDC in the amounts required under this Section 5.1.

(b) Base Contract Fee. In consideration of the Services provided to BNYC by EDC during the Term, BNYC shall pay to EDC a base contract fee in the amount of two million two hundred thousand dollars (\$2,200,000) (the “Base Contract Fee”). BNYC shall so remunerate EDC by paying to EDC, on the first day of each calendar month during the Term, an amount equal to one twelfth (1/12) of the Base Contract Fee.

(c) Additional Contract Fee. In addition to the Base Contract Fee, BNYC shall pay to EDC an additional contract fee or fees (collectively, the “Additional Contract Fee”) of \$105,000

for each BNYC closing beyond the twenty-third (23rd) BNYC closing during the Term of this Agreement. BNYC shall pay EDC an amount equal to the Additional Contract Fee within thirty (30) days of the related closing.

(d) Contribution toward Tenant Improvements. In consideration of any cost incurred by EDC in the improvement of its tenanted offices at ~~110 William Street~~One Liberty Plaza, New York, New York, BNYC shall make a contribution toward such cost in a reasonably-allocated amount based upon the number of EDC personnel providing the Services and the time expended by such personnel. At the direction of the Chief Financial Officer of BNYC, such contribution (if any) shall be deemed a part of the Base Contract Fee or it shall be payable as a separate fee in addition to the amount of the Base Contract Fee.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF EDC

EDC represents and warrants that:

Section 6.1 EDC is a not-for-profit corporation duly organized and validly existing and in good standing under the laws of the State of New York, and has all requisite power and authority to execute, deliver and perform this Agreement.

Section 6.2 This Agreement has been duly authorized by all necessary corporate action on the part of EDC and has been duly executed and delivered by EDC and, assuming due execution and delivery by BNYC, constitutes a legal, valid and binding obligation of EDC, enforceable in accordance with its terms.

Section 6.3 There are no actions, suits or proceedings (whether or not purportedly on behalf of EDC) pending or, to the knowledge of EDC, threatened against or affecting EDC at law or in equity or before any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality which involves the possibility of any material adverse change in the business, operations, property or assets, or in the condition, financial or otherwise of EDC.

Section 6.4 Neither the execution and delivery of this Agreement, consummation of the transactions herein contemplated, nor compliance with the terms, conditions or provisions hereof, will conflict with or result in a breach of any of the terms, conditions or provisions of the Certificate of Incorporation or by-laws of EDC or any statute, indenture, mortgage, deed of trust or other agreement or instrument to which EDC is bound, or to the knowledge of EDC, any order, rule, or regulation of any court or governmental agency or body having jurisdiction over EDC or any of its activities or properties.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES OF BNYC

BNYC represents and warrants that:

Section 7.1 BNYC is a not-for-profit, local development corporation duly organized, validly existing and in good standing under the laws of the State of New York and has all requisite power and authority to execute and deliver this Agreement.

Section 7.2 This Agreement has been duly authorized by all necessary corporate action on the part of BNYC and has been duly executed and delivered by BNYC, and assuming due execution and delivery by EDC, constitutes the legal, valid and binding obligation of BNYC, enforceable in accordance with its terms.

Section 7.3 Neither the execution and delivery of this Agreement, consummation of the transactions herein contemplated, nor compliance with the terms, conditions or provisions hereof, will conflict with or result in a breach of any of the terms, conditions or provisions of the by-laws of BNYC or any statute, indenture, mortgage, deed of trust or other agreement or instrument to which BNYC is bound, or to the knowledge of BNYC, any order, rule, or regulation of any court or governmental agency or body having jurisdiction over BNYC or any of its activities or properties.

ARTICLE VIII
ADDITIONAL COVENANTS OF EDC

So long as this Agreement is effective, EDC further covenants and agrees as follows:

Section 8.1 EDC will maintain its corporate existence under the laws of the State of New York as a not-for-profit corporation. EDC is an entity established at the direction of the City.

Section 8.2 EDC will keep and maintain adequate books and records relating to its operations, including but not limited to records with respect to:

- (a) any funds received in connection with BNYC and its programs;
- (b) the disbursement of such funds; and
- (c) financial documents relating to BNYC and its programs, e.g. bank statements, fund balances, cancelled checks, bills, invoices, receipts, and deposit slips.

Section 8.3 EDC will provide monthly and year-to-date financial reports regarding BNYC and its program to the Board and the Executive Director, which reports, shall include the following:

- (a) Total deposits at the beginning and end of the month;
- (b) Amount, source, application and date of all monies received and/or disbursed by or on behalf of BNYC during the month;
- (c) Amount and application of any interest received during the month on BNYC funds;

- (d) A monthly operations report; and
- (e) Such other information as the Board or Executive Director shall reasonably request or as may be required by the Act or other applicable law or by the Corporate Documents and Policies.

Section 8.4 EDC will deliver to BNYC, as soon as practicable and in any event not later than 90 days prior to the end of the Term and each successive term thereafter, an operations report setting forth at least the following information:

- (i) discussion of the operations of EDC pursuant to this Agreement during the period covered by such report, including but not limited to BNYC funds received and disbursed, project financings closed, revenues and scope of other activities hereunder;
- (ii) an officer's certificate stating whether or not any default has occurred and is continuing hereunder and if so, specifying each such default, the nature of such default, and what action or actions it plans to take with respect thereto; and
- (iii) such other information as the Board shall reasonably request.

Section 8.5 As soon as practicable and in any event not later than 120 days after the end of EDC's fiscal year, EDC will deliver to BNYC the audited financial statements of EDC including a balance sheet and statement of profits and losses prepared in accordance with generally accepted accounting principles consistently applied.

Section 8.6 Promptly upon receipt thereof, EDC will deliver to BNYC copies of any report on accounting procedures or internal controls submitted to EDC by independent certified

public accountants in connection with any annual examination of the financial statements of EDC.

Section 8.7 EDC will deliver to BNYC such other information as to the business or operations of EDC filed with any governmental department, bureau, commission or agency, as the Board may, from time to time, reasonably request or as may be required by the Act or other applicable law.

Section 8.8 EDC will, in a timely manner, obtain all approvals necessary and make all filings required under city, state and federal laws with respect to the performance of this Agreement and the administration of BNYC program.

Section 8.9 EDC will perform all acts to be performed in connection with this Agreement in strict conformity with applicable city, state and federal laws, rules, regulations and orders.

ARTICLE IX

EXECUTIVE DIRECTOR

Section 9.1 EDC and BNYC covenant and agree that the Executive Director shall coordinate all aspects of this Agreement with the Board and shall dutifully undertake and be responsible for insuring the proper performance by EDC of the terms and provisions of this Agreement, in accordance with the Act, other applicable law, and the Corporate Documents and Policies.

Section 9.2 EDC shall provide to the Board and the Executive Director, in accordance with the terms of this Agreement, such personnel, reports, forms and other information and assistance necessary and desirable to fulfill and properly perform the obligations contained in this Agreement.

ARTICLE X
RENEWAL OF AGREEMENT

Section 10.1 EDC shall annually submit to the Board this Agreement for renewal and for any proposed amendments thereto. The Board shall, if it is so advised, offer proposed amendments to the Agreement to EDC.

ARTICLE XI
EVENTS OF DEFAULT; TERMINATION

Section 11.1 If one or more of the following events (“Events of Default”) shall occur:

(a) EDC shall fail to perform or shall violate any provision of this Agreement and such default or violation shall continue for a period of thirty (30) days after the Chairperson or Vice Chairperson of the Board has given written notice thereof to EDC, or, in the case of a default or violation which cannot with due diligence be cured within such period of thirty (30) days, EDC shall not have commenced curing the same within such thirty (30) day period and thereafter shall not have prosecuted the curing of such default or violation with all due diligence to completion (it being understood in connection with a default or violation not susceptible to being cured with due diligence within thirty (30) days that the time to cure the same shall be

extended for such period as the Board may deem reasonably necessary to complete the curing thereof with all due diligence); or

(b) The Master Contract shall be terminated or an Event of Default (as defined in the Master Contract) shall occur and as a result of such Event of Default or for any other reason, the City or EDC shall elect to terminate the Master Contract; or

(c) EDC shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent or shall file any petition or answer seeking any reorganization, arrangement, recapitalization, readjustment, liquidation, dissolution or similar relief under any present or future applicable federal, state or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of EDC or of all or any substantial part of its properties or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or

(d) Within ninety (90) days after the commencement of any proceedings against EDC seeking any reorganization, arrangement, recapitalization, readjustment, liquidation, dissolution or similar relief under the present or any future Federal Bankruptcy Act or any other statute or law, such proceedings shall not have been dismissed, or if, within ninety (90) days after the appointment, without the consent or acquiescence of EDC, of any trustee, receiver or liquidator of EDC or all or any substantial part of its properties, such appointment shall not have been vacated or stayed on appeal or otherwise, or within ninety (90) days after the expiration of any such stay such appointment shall not have been vacated; then, in any such Event of Default, BNYC, at any time thereafter (but prior to the curing of all such Events of Default), may give written notice to EDC specifying such Event of Default or Events of Default and stating that this Agreement shall expire and terminate on the date specified in such notice, which shall be at least

ten (10) days after the giving of such notice, and on the date specified in such notice, this Agreement shall expire and terminate and EDC shall remain liable for all its obligations incurred pursuant to this Agreement prior to the date of such termination. EDC shall assume no further binding obligations in connection with any services to be rendered pursuant to this Agreement after the date of receipt of such notice from BNYC, provided that BNYC may direct such wind up work as it deems necessary.

Section 11.2 This Agreement shall terminate ninety (90) days after BNYC shall have given to EDC, or EDC shall have given to BNYC, written notice of the respective party's intention to terminate this Agreement. EDC shall assume no further binding obligations pursuant to any agreement after the date of receipt of such notice from BNYC, provided that BNYC may direct such wind-up work as it determines is necessary.

Section 11.3 On the date fixed for termination as provided in Sections 11.1 or 11.2 hereof, EDC shall transfer, assign and set over to BNYC immediately (a) any and all documentation maintained by EDC in connection with services rendered hereunder and (b) all agreements, records, correspondence and other documents of any kind relating to outstanding BNYC monies, projects and other matters.

ARTICLE XII

GENERAL PROVISIONS

Section 12.1 This Agreement may be assigned by EDC to its successor in function with the consent of the Board.

Section 12.2 No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose unless in writing and duly executed by the parties hereto.

Section 12.3 The table of contents and captions of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.

Section 12.4 This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to be binding upon any of the parties hereto.

Section 12.5 Each written notice, demand, request or other communication in connection with this Agreement shall be either served in person, with delivery or service acknowledged in writing by the party receiving the same, or deposited in the United States mails, postage prepaid, and addressed:

(a) To EDC: ~~110 William Street~~ One Liberty Plaza, New York, N.Y.
~~10038~~ 10006
Attention: President

(b) To BNYC: ~~110 William Street~~ One Liberty Plaza, New York, N.Y.
~~10038~~ 10006
Attention: Executive Director

, or addressed to either party at any other address that such party may hereinafter designate by written notice to the other party.

Section 12.6 This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Section 12.7 The parties agree that each and every provision of federal, state or local law, rule, regulation or order, required to be inserted in this Agreement, is deemed by this reference to be so inserted in its correct form, and upon the application of either party, this Agreement shall be amended by the express insertion of any such provisions not so inserted and by the deletion of any such provision which is inserted incorrectly.

Section 12.8 No director, officer, member, employee, agent or other person authorized to act on behalf of EDC or BNYC shall have any personal liability in connection with this Agreement or any failure of EDC or BNYC to perform its obligations hereunder. Each of the parties hereto agrees that no action in connection with this Agreement shall lie or be maintained unless such action is commenced within six (6) months after the termination of this Agreement, or the accrual of the cause of action, whichever is earliest.

Section 12.9 EDC agrees to indemnify, defend and hold BNYC, its members, directors, officers, employees and agents, harmless from any and all claims, demands, suits, expenses, judgments or liabilities of every kind and nature to which they may be subject because of any act or omission of EDC, its agents, or employees, in connection with this Agreement or because of any negligence of the EDC, its agents, or employees. EDC shall be solely responsible for the safety and protection of all its employees and shall assume all liability for injuries, including

death, that may occur to said employees due to the negligence, fault or default of EDC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

NEW YORK CITY ECONOMIC
DEVELOPMENT CORPORATION

By: _____
Name:
Title:

BUILD NYC RESOURCE
CORPORATION

By: _____
Name:
Title:

EXHIBIT A

*Build NYC Resource Corporation
Budget for Fiscal Year ~~2020~~[2021](#)
follows this page*

**BUILD NYC RESOURCE CORPORATION
FISCAL YEAR 2021 BUDGET**

	FY 2019 Actual	FY 2020 Budget	FY 2020 Projected Year-End Actual	FY 2021 Budget	FY 2022 Budget	FY 2023 Budget	FY 2024 Budget
REVENUES							
Financing Fees*	2,587,255	2,435,061	1,221,098	2,637,569	2,769,447	2,907,919	3,053,315
Application Fees	50,000	90,000	80,000	40,000	70,000	75,000	80,000
Compliance & Post Closing Fees	178,700	194,383	189,211	229,673	247,504	266,747	296,619
Investment Income	233,801	176,071	206,730	254,509	260,225	266,069	272,045
Other Income	3,650	9,324	1,000	7,905	7,905	7,905	7,905
TOTAL REVENUES	3,053,406	2,904,838	1,698,039	3,169,656	3,355,081	3,523,641	3,709,884
EXPENSES							
Contract Fee	2,178,000	2,200,000	2,200,000	2,200,000	2,200,000	2,200,000	2,200,000
Legal/Audit Fees	34,500	63,872	52,822	55,935	57,613	59,341	61,122
Outreach / Marketing	1,194	10,000	2,388	5,000	5,000	5,000	5,000
Public Notice Fees	13,260	40,097	26,520	17,197	32,304	34,935	36,144
Miscellaneous Expenses	1,733	5,000	3,466	5,000	5,000	5,000	5,000
TOTAL EXPENSES	2,228,687	2,318,969	2,285,196	2,283,132	2,299,917	2,304,277	2,307,266
OPERATING EXCESS/(DEFICIT) FROM Build NYC OPERATIONS	824,719	585,869	(587,157)	886,525	1,055,165	1,219,365	1,402,618
Contract Purchases							
Contract Purchases/Special Projects**	127,902	1,450,000	886,277	992,911	992,911	609,682	701,309
NET OPERATING EXCESS/(DEFICIT)	696,817	(864,131)	(1,473,434)	(106,386)	62,254	609,682	701,309

**BUILD NYC RESOURCE CORPORATION
NET ASSETS**

Unrestricted Net Assets (Beginning)	9,857,658	10,496,340	10,554,475	9,081,041	8,974,655	9,036,909	9,646,591
Operating Excess/(Deficit)	696,817	(864,131)	(1,473,434)	(106,386)	62,254	609,682	701,309
UNRESTRICTED NET ASSETS (ENDING)	10,554,475	9,632,210	9,081,041	8,974,655	9,036,909	9,646,591	10,347,901

* FY20 projected year-end financing fees are based on 7 transactions. FY21 financing fees are based on 15 transactions.

** Pursuant to various Board approved agreements between the Corporation and NYCEDC, the Corporation is committed to fund various projects being performed by NYCEDC related to the City's economic and industrial development projects and initiatives.

BUILD NYC RESOURCE CORPORATION
BUDGETED REVENUES, EXPENDITURES, AND CHANGES IN CURRENT NET ASSETS
(Office of the State Comptroller's Submission Format)

	Last Year (Actual) 2019	Current Year (Estimated) 2020	Next Year (Adopted)* 2021	Proposed 2022	Proposed 2023	Proposed 2024
<u>REVENUE & FINANCIAL SOURCES</u>						
Operating Revenues						
Charges for services	2,815,955	1,490,309	2,907,242	3,086,951	3,249,667	3,429,934
Other operating revenues	3,650	1,000	7,905	7,905	7,905	7,905
Nonoperating Revenues						
Investment earnings	233,801	206,730	254,509	260,225	266,069	272,045
Total Revenues & Financing Sources	3,053,406	1,698,039	3,169,656	3,355,081	3,523,641	3,709,884
<u>EXPENDITURES</u>						
Operating Expenditures						
Professional services contracts	2,356,589	3,171,473	3,276,042	3,292,827	2,913,959	3,008,575
Total Expenditures	2,356,589	3,171,473	3,276,042	3,292,827	2,913,959	3,008,575
Excess (deficiency) of revenues and capital contributions over expenditures	696,817	(1,473,434)	(106,386)	62,254	609,682	701,309

* The FY2021 budget will be presented to the Board of Directors on May 12, 2020.

Exhibit B

BUILD NYC RESOURCE CORPORATION

COMPREHENSIVE INVESTMENT GUIDELINES POLICY

Adopted December 13, 2011, as amended through June ~~11, 2019~~23, 2020

I. PURPOSE

The purpose of this Policy is to establish procedures and guidelines regarding the investing, monitoring and reporting of funds of Build NYC Resource Corporation (“Build NYC”).

II. GENERAL PROVISIONS

A. Scope of Policy

This Policy applies to the funds of Build NYC, which for purposes of this Policy and the guidelines stated herein, consist of all moneys and other financial resources available for deposit and investment by Build NYC on its own behalf and for its own account (collectively, the “Funds”). As defined herein, “Funds” shall not include the proceeds of conduit bonds issued by Build NYC as financial assistance in connection with a project.

B. Investment Objectives

The Funds shall be managed to accomplish the following objectives:

1. *Preservation of Principal* – The single most important objective of Build NYC’s investment program is the preservation of the principal of the Funds.
2. *Maintenance of Liquidity* – The Funds shall be managed in such a manner that assures that funds are available as needed to meet immediate and/or future operating requirements of Build NYC.
3. *Maximize Return* – The Funds shall be managed in such a fashion as to maximize income through the purchase of Permitted Investments (hereinafter defined), taking into account the other investment objectives.

III. IMPLEMENTATION OF GUIDELINES

The Chief Financial Officer of Build NYC or, if under the direction of the Chief Financial Officer of Build NYC, the Treasurer of Build NYC or an Assistant Treasurer of Build NYC

(respectively, the “Chief Financial Officer”, “the “Treasurer,” and an “Assistant Treasurer”) is each hereby authorized to invest the Funds. The Treasurer or an Assistant Treasurer shall be responsible for the prudent investment of the Funds and for the implementation of the investment program and the establishment of investment procedures and a system of controls to regulate the activities of subordinate staff, consistent with this Policy.

IV. AUTHORIZED INVESTMENTS

A. The Treasurer or an Assistant Treasurer may invest the Funds in the following securities (collectively, the “Securities”):

1. *U.S.A.* Obligations or securities issued by the United States.
2. *Federal Agency Obligations.* Obligations or securities issued by any agency or instrumentality of the United States if guaranteed, as to principal and interest, by the United States.
3. *Commercial Paper.* Debt obligations with a maturity of no greater than 270 days and with ratings that are the highest ratings issued by at least two rating agencies approved by the Comptroller of the State of New York.
4. *Bankers’ Acceptances* of banks with worldwide assets in excess of \$50 million that are rated with the highest categories of the leading bank rating services and regional banks also rated within the highest categories.
5. *Certificates of Deposit and Time Deposits* with New York banks, including minority-owned banks. All such certificates of deposit in these banks must be Federal Deposit Insurance Corporation (“FDIC”) insured; *provided, however*, if and to the extent such certificates of deposits or time deposits are not FDIC insured, such Securities shall comply with all other applicable requirements of the General Municipal Law of the State of New York, including, but not limited to, requirements as to the collateralization of deposits of funds in excess of the amounts insured by the FDIC.
6. *Other investments* approved by the Comptroller of New York City for the investment of City funds.

B. Build NYC shall instruct its Agents (as such term is defined in Subdivision X of this Policy) to obtain competitive quotes for each purchase or sale of Securities, other than governmental Securities, when such transaction equals or exceeds \$2,500,000 in amount.

The Treasurer shall maintain, or cause to be maintained, proper books and records of all Securities held by or for Build NYC and for all transactions pertinent thereto. Such books and records shall at least identify the Security, the fund for which held, and the place where kept; and

the entries made therein shall show the competitive quotes obtained therefor, the date of sale or other disposition, and the amount realized therefrom.

C. In addition to investments in Securities, Build NYC may deposit Funds in the following (“Deposit Accounts”), with respect to Funds needed for operational expenses and Funds awaiting investment or disbursement:

1. High quality no-load money market mutual funds that restrict their investments to short term, highly rated money market instruments.
2. Other interest bearing accounts, if permitted by applicable laws, rules and regulations, with New York City financial institutions designated by the New York City Banking Commission or such other financial institutions approved by the Deputy Mayor for Economic Development or his successor in function.

V. WRITTEN CONTRACTS

Build NYC shall enter into written contracts pursuant to which investments are made which conform with the requirements of this Policy and Section 2925.3(c) of the Public Authorities Law unless the Board of Directors determines by resolution that a written contract containing such provisions is not practical or that there is not a regular business practice of written contracts containing such provisions with respect to a specific investment or transaction, in which case the Board of Directors shall adopt procedures covering such investment or transaction.

VI. DIVERSIFICATION

The investment portfolio for the Funds shall be structured diversely to reduce the risk of loss resulting from over-concentration of assets in a specific maturity, a specific issuer or a specific type of security. The maximum percentage of the total portfolio permitted in the indicated type of eligible security is as follows:

REFERENCE	SECURITY	MAXIMUM
IV.A.1	U.S.A.	100% maximum
IV.A.2	Federal Agency	100% maximum

IV.A.3	Commercial Paper	40% maximum
IV.A.4	Bankers Acceptances	25% maximum
IV.A.5	Certificates of Deposit; Time Deposits	45% maximum
IV.A.6	Other Investments Approved by NYC Comptroller for City Funds	A percentage deemed prudent by CFO

VII. MAXIMUM MATURITY

Maintenance of adequate liquidity to meet the cash flow needs of Build NYC is essential. Accordingly, the portfolio will be structured in a manner that ensures sufficient cash is available to meet anticipated liquidity needs. Selection of investment maturities must be consistent with cash requirements in order to avoid the forced sale of securities prior to maturity.

For purposes of this Policy, assets of the portfolio shall be segregated into two categories based on expected liquidity needs and purposes – Cash equivalents and Investments. Assets categorized as Cash equivalents will be invested in permitted investments maturing in ninety (90) days or less or in Deposit Accounts. Assets categorized as Investments will be invested in permitted investments with a stated maturity of no more than two (2) years from the date of purchase.

VIII. MONITORING AND ADJUSTING THE INVESTMENT PORTFOLIO

Those responsible for the day-to-day management of the portfolio will routinely monitor the contents of the portfolio, the available markets and the relative values of competing instruments, and will adjust the portfolio as necessary to meet the requirements and goals of this Policy. It is recognized and understood that the non-speculative active management of portfolio holdings may cause a loss on the sale of an owned investment.

IX. INTERNAL CONTROLS

The Chief Financial Officer or, if under the direction of the Chief Financial Officer, the Treasurer or an Assistant Treasurer, shall establish and be responsible for monitoring a system of internal controls governing the administration and management of the portfolio. Such controls shall be designed to prevent and control losses of the portfolio funds arising from fraud, employee error,

misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by any personnel.

X. ELIGIBLE BROKERS, AGENTS, DEALERS, INVESTMENT ADVISORS, INVESTMENT BANKERS AND CUSTODIANS

The following are the standards for the qualifications of brokers, agents, dealers, investment advisors, investment bankers and custodians:

A. BROKERS, AGENTS, DEALERS

The categories of firms listed below are the categories from which Build NYC may select firms to purchase and sell Securities (as selected an “Agent”). Factors to be considered by Build NYC in selecting Agents from these categories shall include the following: size and capitalization; quality and reliability; prior experience generally and prior experience with Build NYC specifically; and level of expertise for the transactions contemplated.

1. any bank or trust company organized and/or licensed under the laws of the USA which is authorized to do business in NYS;
2. any bank or trust company organized and/or licensed under the laws of any state of the USA which is authorized to do business in NYS;
3. any broker-dealer licensed and/or permitted to provide services under federal law and, when necessary, qualified to do business in NYS.

B. INVESTMENT ADVISORS

In addition to the requirements set forth in “A” preceding, any Agent selected by Build NYC to be an investment advisor shall be registered with the SEC under the Investment Advisors Act of 1940.

C. INVESTMENT BANKERS

In addition to the requirements set forth in “A” preceding, any Agent selected by Build NYC to serve as a senior managing underwriter for negotiated sales must be registered with the SEC.

D. CUSTODIANS

In addition to the requirements set forth in “A” preceding, any Agent selected by Build NYC to be a custodian shall have capital and surplus of not less than \$50,000,000.

XI. REPORTING

A. Quarterly

The Chief Financial Officer or, if under the direction of the Chief Financial Officer, the Treasurer or an Assistant Treasurer, shall prepare and deliver to the Board of Directors once for each quarter of Build NYC's fiscal year a report setting forth a summary of new investments made during that quarter, the inventory of existing investments and the selection of investment bankers, brokers, agents, dealers, investment advisors and auditors.

B. Annually

1. *Audit* – Build NYC's independent accountants shall conduct an annual audit of Build NYC's investments for each fiscal year of Build NYC, the results of which shall be made available to the Board of Directors at the time of its annual review and approval of these Guidelines.

2. *Investment Report* – Annually, the Treasurer or, if under the direction of the Treasurer, an Assistant Treasurer shall prepare and the Board of Directors shall review and approve an Investment Report, which shall include:

- a. This Policy and amendments thereto since the last report;
- b. An explanation of this Policy and any amendments made since the last report;
- c. The independent audit report required by paragraph 1 above;
- d. The investment income record of Build NYC for the fiscal year; and
- e. A list of fees, commissions or other charges paid to each investment banker, broker, agent, dealer and advisor rendering investment associated services to Build NYC since the last report.

The Investment Report shall be submitted to the Mayor and the Comptroller of the City of New York and to the New York State Department of Audit and Control. Copies of the report shall also be made available to the public upon reasonable request.

XII. APPLICABILITY

Nothing contained in this Policy shall be deemed to alter, affect the validity of, modify the terms of or impair any contract or agreement for investment of the Funds, made or entered into in violation of, or without compliance with, the provisions of this policy.

XIII. CONFLICT OF LAW

In the event that any portion of this Policy is in conflict with any State, City or Federal law, that law will prevail.

XIV. PRIOR AUTHORIZATIONS NOT SUPERSEDED

This Policy does not supersede or replace the following authorizations: (i) powers and other authorizations provided to the Treasurer of Build NYC in the By-Laws of Build NYC and (ii) the powers and other authorizations provided in resolutions adopted by Build NYC's Board of Directors at its meeting held on December 13, 2011, which resolutions, among other matters, authorized and resolved that empowered officers of Build NYC be authorized to (x) enter into banking or other depository accounts and otherwise conduct banking business, (ii) sign checks, notes, drafts and other negotiable instruments, and (iii) open checking accounts.

XV. MWBEs

Build NYC shall seek to encourage participation by minority and women-owned business enterprises (i.e., "MWBEs") in providing financial services to Build NYC.

Exhibit C

BUILD NYC RESOURCE CORPORATION POLICY FOR THE DISPOSITION OF PERSONAL PROPERTY

Adopted December 13, 2011; as amended through June ~~11, 2019~~23, 2020

Personal Property Valued at \$5,000 or Less

Whenever Build NYC Resource Corporation (the “Corporation”) wishes to transfer title to or a beneficial interest in an item of personal property or an interest therein with an estimated value of \$5,000 or less, it shall obtain offers from one or more persons or entities as the Corporation’s contracting officer for personal property dispositions (the “Contracting Officer”), appointed by the Corporation’s Board of Directors, or his or her designee deems appropriate. The Corporation shall maintain a record of the persons or entities approached and their responses. The Corporation may conduct discussions with some or all of the persons and entities. The property may be disposed of to whichever person or entity the Contracting Officer or his or her designee selects based on the proposed price and any other factors that the Contracting Officer or his or her designee deems appropriate.

All personal property that the Contracting Officer or his or her designee considers to be of no sale value and no use to the Corporation may be destroyed or otherwise disposed of in such manner as is determined by the Contracting Officer or his or her designee. Notwithstanding the foregoing, records may only be destroyed or disposed of at a time and in a manner not in conflict with applicable law, regulation or contract.

No approval of a disposition of a type described above is required from the Board of Directors or any committee thereof. All disposal documents must be approved and executed by an officer who is an authorized signatory of all agreements of the Corporation.

Personal Property Valued in Excess of \$5,000

Whenever the Corporation wishes to transfer title to or a beneficial interest in an item of personal property or an interest therein with an estimated value in excess of \$5,000 it shall first obtain an appraisal of the property if, because of the unique nature of the property or the unique circumstances of the proposed transaction, it is not readily valued by reference to an active market for similar property. However, an appraisal of the property will not be required if an appraisal of the property or similar property has been made within the past two years.

The person or entity to which the property shall be disposed of shall be determined through a procurement conducted in accordance with Title 5-A of Article 9 of the Public Authorities Law. The Corporation shall publicly advertise for proposals for the disposal of the property in accordance with Title 5-A, provided that it may dispose of the property without public advertising, obtaining such competition as is feasible under the circumstances, when permitted to do so under Title 5-A. In connection with the disposition, in addition to complying with the requirements of Title 5-A, the Corporation shall also comply with the lobbying-and-procurement

requirements of Sections 139-j and 139-k of the State Finance Law, and with all other laws, if any, that are applicable to the disposition of personal property.

Prior to the disposal of the property, the project manager involved in the disposition shall be the primary person responsible for the monitoring of compliance with the terms of the contract for the disposal, and shall keep the Contracting Officer or his or her designee informed of all major issues that arise and of the status of the disposition.

The disposal must be approved by the Board of Directors if the disposal (i) is on a sole source basis for an amount in excess of \$20,000, or (ii) is for an amount in excess of \$100,000 and has been competitively procured, or (iii) is for property valued in excess of \$5,000 and will be disposed of for less than fair market value. For disposals for less than those amounts, no approval is required of the Board of Directors. In all cases, the disposal must be approved by the Contracting Officer or his or her designee and disposal documents must be approved and executed by an officer who is an authorized signatory of all agreements of the Corporation.

The Contracting Officer shall cause a record to be maintained of all personal property disposed of for an amount in excess of \$5,000 and shall cause to be prepared and transmitted all reports relating to the disposition of personal property required by Title 5-A.

Exhibit D

BUILD NYC RESOURCE CORPORATION POLICY FOR THE ACQUISITION AND DISPOSITION OF REAL PROPERTY

Adopted December 13, 2011; as amended through June ~~11, 2019~~23, 2020

I. Introduction

In accordance with the requirements of Title 5-A of Article 9 of the Public Authorities Law and Section 2824(1)(e) of the Public Authorities Law, as amended by the Public Authorities Accountability Act of 2005, as amended (“PAAA”), the following comprehensive guidelines (“Guidelines”) set forth for the Build NYC Resource Corporation (“Build NYC”) (i) the operative policy and instructions regarding the use, awarding, monitoring and reporting of contracts for the disposal of property through means of real property sale, ground lease, space lease and roof top lease, (ii) the guidelines relating to the acquisition of real property, and (iii) the related policies and procedures.

II. Methods of disposing of real property

Build NYC shall dispose of real property in accordance with Title 5-A and other applicable laws in a manner so as to permit such full and free competition as is appropriate under the circumstances and shall award contracts to parties offering the most advantageous terms, financial and/or otherwise. The Contracting Officer for real property dispositions, appointed by Build NYC’s Board of Directors (the “Board”), shall supervise and direct all dispositions of Build NYC real property. The real property may be disposed of for not less than fair market value for cash, credit, or other property, with or without warranty, upon such terms and conditions as the Contracting Officer or his/her designee deems proper, except as otherwise permitted herein. No disposition of real property shall be made unless an appraisal has been made by an independent appraiser whose written report will be included in the Build NYC file. To the extent reasonably feasible, the appraisal shall be dated within twelve months of the date on which Build NYC enters into a contract to dispose of the real property. The independent appraiser must be a New York State Certified General Real Estate Appraiser and may not be an entity owned or controlled by Build NYC, the City, New York City Economic Development Corporation, or the prospective purchaser or lessee, or any of their affiliates. An appraisal meeting the foregoing requirements is a “Conforming Appraisal”. Before approving the disposal of any real property the Board shall be advised of the date of the Conforming Appraisal.

Under the Contracting Officer’s or his/her designee’s direction, Build NYC primarily uses two methods of disposition: Request for Proposals (“RFP”) and negotiated disposition.

RFPs

The RFP process is a process whereby the development community and other entities and individuals are invited to submit proposals for one or more properties. In an effort to create full and free competition consistent with the value and nature of the property, RFPs will be advertised in the City Record and shall be advertised through the internet and in local newspapers, including community-based newspapers, in multi-language publications, and/or in trade publications, where appropriate given the nature of the property. In addition, RFPs shall be posted on Build NYC's web-site (or the portion of another entity's web-site devoted to Build NYC), and, on occasion, distributed to a direct mailing list. All advertisements shall list when and where proposals shall be disclosed, except that if the disposition falls within one of the criteria for a negotiated disposition described below, at the discretion of the Contracting Officer, the advertisement may omit such disclosure information and/or the disclosure may or may not be made. The Contracting Officer shall approve the location of all advertisements and postings and any omission of disclosure information.

RFPs for real property sales and ground leases may, but are not required to, include an introduction and sections on development strategy, objectives, disposition process, public review process, general conditions and, where appropriate, economic development benefits. All RFPs for real property sales and ground leases must include a site description, proposal requirements and selection criteria.

Although the selection criteria as appropriate for each RFP varies, as appropriate, Build NYC will include, where appropriate, at least the following selection criteria in reviewing submissions and selecting a proposal:

- *Economic Impact on / Spending in New York City* - projected expenditures, including purchase price, construction costs and annual operating costs; projected temporary (construction) and permanent on-site employment and payroll; projected applicable New York City taxes such as real property, sales and personal income taxes; and the extent, if any, to which the proposed project will create additional sources of revenue to the City.
- *Development Team Qualifications* – experience and development skills to complete the proposed project on time and within budget, for which experience in completing projects of a similar nature and scope as is contemplated by the RFP shall be taken into account.
- *Financial Viability* – developer's financial means to complete the project, availability of funding sources to finance the project, and sufficient use to support operating expenses, capital costs and any debt service.
- *Integration into Surrounding Community* – environmental issues such as pedestrian access, vehicular access and circulation, building mass, parking availability, landscaping, and overall integration into surrounding community.
- *Design* – architectural design, urban design, environmental development techniques, and compliance with applicable zoning, environmental and other regulatory controls.

- *MWBE Participation* – participation by minority-owned and women-owned businesses.
- *Purpose* – whether the project involves an industry or activity which the City seeks to retain and foster and conforms with Build NYC’s mission

Depending on the nature of the real property, RFPs may include additional selection criteria deemed appropriate by the Contracting Officer or Build NYC’s Executive Director.

With regard to an RFP for a real property sale or ground lease, Build NYC shall notify the City Council Member and Community Board whose districts include the property, that an RFP is being issued.

The contract will be awarded to the candidate presenting the most advantageous terms, price and other factors considered in connection with the criteria enumerated in the RFP. Build NYC may reject the proposals when the minimum terms and conditions have not been met, competition is insufficient and/or it is in the public interest to do so. The award/designation will be made by notice within a reasonable time of the original advertisement, all circumstances considered.

Negotiated Disposition

RFP by advertisement is not always the most appropriate and effective means of disposal of real property. In certain instances, including when the disposition is for less than fair market value but the purpose of the disposition is within Build NYC’s purpose, mission or governing statute or the disposition is otherwise authorized by law, Title 5-A permits a negotiated disposition subject to obtaining such competition as is feasible under the circumstances. In some circumstances, the disposition will involve a sole source disposition. Title 5-A, Sections 2897(6)(c)(ii)-(vi) and 2897(7), set forth that real property may be disposed of through a negotiated disposition when:

- (i) the fair market value of the property does not exceed fifteen thousand dollars;
- (ii) bid prices after advertising therefor are not reasonable, either as to all or some part of the property, or have not been independently arrived at in open competition;
- (iii) the disposal will be to the state or any political subdivision, and the estimated fair market value of the property and other satisfactory terms of disposal are obtained by negotiation;
- (iv) the disposal is for an amount less than the fair market value of the property, and (a) the transferee is a government or other public entity and the terms and conditions of the transfer require that the ownership and use of the asset will remain with the government or any other public entity, (b) the purpose of the transfer is within the purpose, mission or governing statute of Build NYC, or (c) in the event Build NYC seeks to transfer

an asset for less than its fair market value to other than a governmental entity, which disposal would not be consistent with Agency's mission, purpose or governing statutes, Build NYC shall provide written notification thereof to the governor, the speaker of the state assembly, and the temporary president of the state senate, and such proposed transfer shall be subject to denial by the governor, the state senate, or the state assembly in the manner specified in Section 2897(7)(iii); provided, however, that with respect to a below-market transfer by Build NYC that is not within the purpose, mission or governing statute of Build NYC, if the governing statute provides for the approval of such transfer by the executive and legislative branches of the political subdivision in which Build NYC resides, and the transfer is of property obtained by Build NYC from that political subdivision, then such approval shall be sufficient to permit the transfer; or
(v) such action is otherwise authorized by law.

Item (v) includes, without limitation, sales and leases of real property where the property has been acquired for purposes of disposal under Section 1411 of the New York State Not-for-Profit Corporation Law.

In the event a below fair market value asset transfer (pursuant to an RFP or negotiated disposition) is proposed to Build NYC's Board for approval, the following information must be provided to Build NYC's Board and the public:

1. a full description of the asset;
2. a Conforming Appraisal of fair market value and any other information establishing fair market value as may be sought by the Board;
3. a description of the purpose of the transfer, and a reasonable statement of the kind and amount of the benefit to the public resulting from the transfer, including but not limited to the kind, number, location, wages, or salaries of jobs created or preserved as required by the transfer, the benefits, if any, to the communities in which the asset is situated as are required by the transfer;
4. a statement of the value to be received compared to the fair market value;
5. the names of any private parties participating in the transfer, and if different than the statement required by subparagraph "4" of this paragraph, a statement of the value to the private party; and
6. the names of other private parties who have made an offer for such asset, the value offered, and the purpose for which the asset was sought to be used.

Before approving the disposal of any property for less than fair market value, the Board shall consider the information described in the above paragraph, and make a written determination that there is no reasonable alternative to the proposed below-market transfer that would achieve the same purpose of such transfer. The Contracting Officer shall provide such supplemental information as the Board may require.

If an RFP involves a disposition that meets one of the criteria described above for negotiated dispositions, the Contracting Officer or his/her designee may direct that the disposition of the real property be considered a negotiated disposition. In such circumstance, a public disclosure of the proposals would not be necessary unless otherwise required but an explanatory statement and 90 days notice (or such other period as the statute may be amended to require) would be required as detailed below.

Upon meeting Title 5-A's requirements for a negotiated disposition, the decision to proceed with a negotiated disposition in a situation where an RFP will not be used is based on an analysis of the facts and nature of the project. In such instance, a negotiated disposition may be undertaken without limitation under the following circumstances where appropriate:

- risk of business relocation or expansion outside the City, based upon a written assessment of such risks
- to permit expansion of business in the City
- due to number of jobs to be created or retained
- development of sites which lack private sector interest (as demonstrated by a failed RFP or other competitive means within the past two years)
- proximity of real property to a business' existing location, or
- other important public purpose

Regardless of the reason the negotiated disposition is deemed permissible, such competition as is "feasible" under the circumstances is still required. In some instances where advertisement is not used, Build NYC might notify neighboring businesses of an available parcel to give them the opportunity to submit a proposal, thereby effecting competition. However, in other instances, even such notification might not be feasible. Realistically, in certain situations a sole source disposition or little competition will be the only feasible alternative. For example, if a lease is for a sum below fair market value and failure to renew could threaten relocation outside the City, loss of jobs or business failure, a sole source negotiated disposition will be permissible under Title 5-A Section 2897(6)(c)(v). So too, if a space is leased at fair market value to a tenant that provides many jobs and services as well as promises future economic development to the community, a sole source negotiated disposition might also be appropriate to preserve the jobs in the City. Similarly, if a tenant requires an adjacent available space to expand his/her business and such expansion would create new jobs and prevent the business from leaving the City, a sole source negotiated disposition at fair market value might also be appropriate. In cases where a sole source disposition is presented to Build NYC's board of directors for approval, the board of directors should be informed of the justification for doing a sole source.

If a negotiated disposition is undertaken, in accordance with Section 2897(d) of the PAAA, in most cases not less than 90 days (or such other period as the statute may later require) prior to the disposal of the property, an explanatory statement must be submitted

to the state comptroller, state director of the budget, state commissioner of general services and state legislature, a copy of the same to be maintained in Build NYC's files.

III. Acquisitions

Real property may be purchased by Build NYC for purposes of use, resale, leasing or otherwise permitting the use of the property or space therein, and may be leased by Build NYC for purposes of use, subleasing or assignment of lease or otherwise permitting the use of the leased property or space. The purpose of such acquisition shall be to further a purpose of Build NYC under Section 1411 of the New York State Not-for-Profit Corporation Law. Except for acquisitions arising out of the enforcement of remedies (including rights of reacquisition), the following requirements shall apply to acquisitions by Build NYC. The Contracting Officer or his/her designee shall approve the terms of the acquisition and obtain the approval of the Board for the same. In Build NYC's consideration of the acquisition of real property for the reasons enumerated above, the following information must be provided to the Board:

1. a full description of the real property;
2. a Conforming Appraisal of the fair market value and any other information establishing fair market value as may be sought by the Board;
3. a description of the purpose of the acquisition, and a reasonable statement of the kind and amount of the benefit to the public resulting from such acquisition, such as the kind, number, location, wages, or salaries of jobs created or preserved as required by the acquisition, the benefits, if any, to the communities in which the property is situated as are required by the acquisition;
4. a statement of the acquisition costs as compared to the fair market value, if such acquisition costs are above the fair market value; and
5. the names of any private parties participating in the acquisition; and
6. any known environmental issues.

IV. Approvals

All purchases, sales and leases of real property by Build NYC (except for those arising out of the enforcement of remedies, including exercises of rights of reacquisition) must be approved by its Board. Approvals may be obtained for specific purchases, sales or leases or the Board may grant approval to purchases, sales or leases in accordance with Board-approved guidelines.

V. Monitoring and Reporting Contracts for Disposal

Prior to the disposal of the real property, the project manager involved in the disposition shall be the primary person responsible for the monitoring of compliance with the terms of the contract or other agreement or memorandum for the disposal and shall keep the Contracting Officer or his/her designee informed of all major issues that arise and of the status of the disposition.

The Contracting Officer shall cause a record to be maintained of all real property disposed of and shall cause to be prepared and transmitted all reports relating to the disposition of real property required by Title 5-A.

VI. Appointment of Contracting Officer

The Executive Vice President who, from time to time, oversees those employees of New York City Economic Development Corporation that are engaged in real estate activities shall be Build NYC's Contracting Officer for real property dispositions. If there is more than one Executive Vice President who oversees those employees, each of those Executive Vice Presidents shall be considered a Contracting Officer for real property dispositions and may take any action that may be taken by the Contracting Officer.

Exhibit E

BUILD NYC RESOURCE CORPORATION

PROCUREMENT POLICY

Adopted December 13, 2011, as amended through June ~~11, 2019~~[23, 2020](#)

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Section A. GENERAL

(1) **Definitions.** The following terms shall have the meanings respectively provided:

Board of Directors means the Board of Directors of the Corporation.

City means The City of New York.

Competitive Method of Procurement means the following Methods of Procurement: Section C, Small Purchases (but not with respect to contracts under \$5,000); Section F, Competitive Sealed Bids; Section G, Competitive Sealed Proposals; and Section H, Contractors Recommended by Construction Manager.

Construction-Related Supplies means the providing of tangible personalty, whether or not capital in nature, in connection with Construction Services, including but not limited to fixtures, furnishings and equipment.

Construction Services means construction and/or renovation activities.

Consultant Committee has the meaning provided in subsection 6 of this Section A.

Corporation means Build NYC Resource Corporation.

Executive Director means the Executive Director of the Corporation, or, upon his or her direction, the Deputy Executive Director of the Corporation.

Investigation means the then-current investigatory background check used by NYCEDC.

Method(s) of Procurement means collectively and individually the following procurement procedures: (i) *Use of NYCEDC* under Section B; (ii) *Small Purchases* under Section C; (iii) *Sole Source Procurement* under Section D; (iv) *Emergency Procurements* under Section E; (v) *Competitive Sealed Bidding* under Section F; (vi) *Competitive Sealed Proposals* under Section G; (vii) *Contractors Recommended by Construction Manager* under Section H; and (viii) *Use of other Governmental Contracts* under Section I.

Minimum Requirements means that: (i) the Offeror must have completed and submitted to the Procurement Officer the forms required for the Investigation; and (ii) the results of the Investigation must be satisfactory to the Corporation in its sole discretion.

NYCEDC means the New York City Economic Development Corporation in its capacity as the contract provider to the Corporation for all administrative services.

Offeror(s) has the meaning provided in subsection 4 of this Section A.

Procurement Officer(s) has the meaning provided in subsection 4 of this Section A.

Public Contract has the meaning provided in subsection 5 of this Section A.

Response means a response to a Solicitation.

Selection Criteria has the meaning provided in subsection 8 of this Section A.

Services means professional and consulting services.

Solicitation(s) means any notice, advertisement, bid, request for proposals, or any other request that is published or otherwise disseminated by the Corporation as part of one of the Competitive Methods of Procurement.

State means the State of New York.

Supplies means the providing of tangible and intangible goods, including (without limitation) software and capital items, including (with respect to machinery and equipment) installation and servicing, but not including construction-related personalty.

Supplies and/or Services means, depending on the context, all or any one of or any combination of the following: Services, Supplies, Construction Services, and/or Construction-Related Supplies.

(2) **Applicability of this Policy.** Except as provided for Public Contracts, this Policy shall apply to the procurement of contracts for all Supplies and/or Services to be purchased by the Corporation for its own use and account. This Policy shall not apply to the review and approval by the Corporation of any project or project entity for the purpose of providing to such project or project entity conduit bond financing.

(3) **Methods of Procurement.** Every contract for Supplies and/or Services procured by the Corporation shall be procured in accordance with and pursuant to one of the Methods of Procurement. Any contract for Supplies and/or Services procured by the Corporation shall be procured in accordance with and pursuant to *Competitive Sealed Bidding* unless one of the other Methods of Procurement is appropriate for such procurement.

(4) **Procurement Officer; Permitted Contacts.** For every Competitive Method of Procurement, the Executive Director or, at the Executive Director's designation, the head of the contract administration unit for NYCEDC, shall name one or more individuals to act on behalf of the Corporation for the purpose of receiving questions from, and providing information to, bidders, respondents or other offerors (or if individuals are acting on behalf of entities that are bidders, respondents or other offerors, then, to such individuals) (the "**Offeror(s)**"). The person or persons so named shall be referred to as the "**Procurement Officer(s)**."

(5) **Public Contracts.** When the Corporation funds contract payments with monies provided by the federal government and/or the State and/or the City; and where as a condition to using such monies, federal and/or State and/or City law, rules or regulations prescribe procurement requirements that exceed or conflict with those set forth in this Policy, the requirements of such laws, rules or regulations shall govern. Corporation contracts that are so funded, whether in whole or in part, shall be referred to as "**Public Contracts.**"

(6) **Board of Directors; Executive Director; Selection Consultant Committee.**

(a) With the exception of contracts for \$5,000 or less, the Board of Directors shall approve all contracts for Supplies and/or Services except that in the case of Emergency Procurements, such approvals may be retroactive.

(b) The Board of Directors may (but shall not be obligated to) appoint a Selection Consultant Committee (the “**Consultant Committee**”) to evaluate and recommend Offerors and their Responses for any Supplies and/or Services for which a Competitive Method of Procurement is used. If the Board appoints a Consultant Committee, then the Consultant Committee shall be responsible for recommending Offerors and Responses (as selected pursuant to a Competitive Method of Procurement) to the Board of Directors. If the Board of Directors does not appoint a Consultant Committee, the Executive Director shall make such recommendations.

(7) **Minimum Requirements.** To be considered in a Competitive Method of Procurement, an Offeror must satisfy (and to the extent possible demonstrate in its Response that it satisfies) the Minimum Requirements.

(8) **Selection Criteria.** For all contracts for which a Competitive Method of Procurement is used, the Executive Director (or, where applicable, the Consultant Committee) shall in writing specify criteria by which potential Offerors (and their Responses) are to be evaluated (the “**Selection Criteria**”).

(9) **Applicability of Differing NYCEDC Requirements.** If NYCEDC, whether by contract or decision by the Deputy Mayor for Economic Development or by other means, amends its procurement policy and procedures, this Policy shall be similarly and automatically amended without approval by the Board of Directors except to the extent otherwise required by law.

(10) **MWBEs.** The Corporation shall seek to encourage participation by minority and women-owned business enterprises (i.e., “MWBEs”) in providing Supplies and/or Services to the Corporation.

Section B. USE OF NYCEDC

(1) The Corporation may procure NYCEDC as the contractor for providing services for the administration and operation of the Corporation, and may do so without competition and without complying with any other Method of Procurement. In adopting this Policy, the Board of Directors hereby finds and determines as follows: (a) Corporation has no employees; (b) staff personnel of NYCEDC have, since the establishment of the Corporation, administered and operated the Corporation pursuant to a contract between the Corporation and NYCEDC; (c) as to staffing, the operational identity between the Corporation and NYCEDC has always been and remains integrated; (d) it is in the best interests of the Corporation to continue this contractual and operational relationship with NYCEDC; and (e) were the relationship to be discontinued, the resulting inefficiencies would be deleterious to the effective operation of the Corporation, and (f) to competitively seek an entity to administer and operate the Corporation would not be in the Corporation’s best interest.

(2) The Corporation may procure contracts for Services through NYCEDC (other than those described in subsection (1) immediately preceding) as contractor whereby NYCEDC obtains the desired services from a third party as subcontractor, and the Corporation may select

NYCEDC for this purpose on a non-competitive basis without the Corporation otherwise complying with any other Method of Procurement; *provided, however*, that NYCEDC shall procure the subcontractor in question in accordance with NYCEDC's then-current procurement policy and procedures. In adopting this Policy, the Board of Directors hereby finds and determines as follows: (a) for certain Services, procuring a contractor competitively when the contractor is merely acting in an administrative or pass-through capacity, is not in the best interests of the Corporation; (b) selecting NYCEDC non-competitively for this administrative and pass-through role, given that NYCEDC staff personnel provide all day-to-day administrative services to the Corporation, is by far the most efficient alternative to competitively selecting an entity for this purpose; and (c) by requiring NYCEDC to procure the subcontractor in accordance with NYCEDC's own procurement policy and procedures, the Corporation is fulfilling the intent of this Policy.

Section C. SMALL PURCHASES

The procurement of a contract for Supplies and/or Services for an amount greater than \$5,000 but not more than \$100,000, shall consist of using reasonable efforts to obtain Responses from at least three Offerors. With regard to procurements of \$5,000 or less, the Corporation shall not be required to engage in any procurement process. If the Corporation only obtains a Response from one Offeror pursuant to this Section C, the procurement will not be considered sole-source under this Policy. In general, procurements shall not be artificially divided so as to constitute a small purchase under this Section C. Procurement under this Section C need not be based exclusively on cost.

Section D. SOLE SOURCE PROCUREMENT

(1) **For Services.** Subject to review and approval by the Consultant Committee (if one has been appointed by the Board of Directors pursuant to subsection A.7 of this Policy), the Executive Director may award a contract for Services to a consultant on a sole-source basis if either of the following circumstances applies: (a) the consultant has unique capabilities or has exclusive access to unique technical data, either of which is relevant to the progress and/or completion of a project; or (b) a consultant's recent experience with a specialized project or its geographical location, or the consultant's familiarity with local community groups, would add significantly to the overall quality of either the planning, design or construction of the project.

(2) **For Supplies.** Subject to review and approval of the Consultant Committee (if one has been appointed by the Board of Directors pursuant to subsection A.7 of this Policy), the Executive Director may award to a vendor a contract for Supplies on a sole-source basis if either of the following circumstances applies: (a) the vendor is the only vendor that makes or supplies or installs or services a unique item (new or replacement); (in other words, this is a circumstance in which the Corporation would have no visible alternative); or (b) the Corporation has attempted to procure a vendor through one of the Competitive Methods of Procurement but the effort has failed to produce a Response or the Responses that were received were non-responsive; and, as a consequence, the Corporation must procure a vendor on a sole-source basis in order to avoid possible cost overruns or a delay in the project.

Section E. EMERGENCY PROCUREMENTS

(1) **General.** Upon determination by the Executive Director that one of the emergency circumstances described in subsection (2) following applies, the Executive Director may direct the Corporation to enter into a contract for Supplies and/or Services without the benefit of a Competitive Method of Procurement; provided, however, that the Corporation shall use such competitive procedures as may be practicable without endangering life, safety, health, welfare or property, and without impairing the success of the project to which the emergency pertains. Should the Corporation use competition, the resulting procurement need not be based exclusively on cost.

(2) **Emergencies.** The following are emergencies under which the Executive Director may direct the Corporation to enter into a contract without benefit of a Competitive Method of Procurement: (a) procurement must occur immediately in order to avoid threat to life, safety, health, welfare or property; or (b) the failure to procure immediately is likely to threaten or jeopardize the security or value of a project or the property or goods associated with a project; or (c) immediate procurement is necessary in order to avoid cost overruns or substantial delay in project completion. For purposes of clause “c,” “substantial delay” in construction projects includes, but shall not be limited to, delay in a scheduled delivery date when such date is intrinsic to the progress of the construction.

Section F. COMPETITIVE SEALED BIDDING

(1) **Applicability.** Except as provided in Sections B through E and Sections F through I, all contracts for Supplies and/or Services of the Corporation shall be competitively bid under sealed bids in accordance with the provisions of this Section F. (For purposes of this Section F, the undefined term “bid(s)” shall be used interchangeably with the term “Response(s)”)

(2) **Invitation for Bids.** The Executive Director shall issue a Solicitation in the form of an “Invitation for Bids.” The Invitation for Bids shall include (whether by attachment or reference) a purchase description, and all contractual terms and conditions applicable to the procurement.

(3) **Public Notice.** Adequate public notice of the Invitation for Bids shall be provided by publication in the City Record a reasonable time prior to the date set forth therein for the opening of bids. In addition, the Corporation may publish such notice in a newspaper of general circulation for a reasonable time prior to bid opening.

(4) **Bid Opening.** Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation for Bids. The amount of each bid, the name of each bidder and the bid security, if any, shall be recorded. The record and each bid shall be open to public inspection.

(5) **Bid Acceptance and Bid Evaluation.** Bids shall be unconditionally accepted without alteration or correction on the part of the bidder except as authorized in this Section F.

Bids shall be evaluated based on the requirements set forth in the Invitation for Bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The Invitation for Bids shall set forth the evaluation criteria to be used.

(6) **Correction or Withdrawal of Bids; Cancellation of Awards.** Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted in instances in which the Executive Director finds that it is in the Corporation's interest to do so. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the Corporation or fair competition shall be permitted. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Executive Director.

(7) **Award.** The contract shall be awarded to the bid that (a) is lowest in cost, and (b) is responsive to the Invitation to Bids, and (c) meets the Minimum Criteria. Notwithstanding the foregoing, any or all bids may be rejected when the Corporation reasonably deems it is in the Corporation's interest to do so.

Section G. COMPETITIVE SEALED PROPOSALS

(1) **Applicability.** The Corporation may procure contractors through Competitive Sealed Proposals under this Section G for the following: (a) for Services; and (b) when the Executive Director determines (subject to review and approval of the Consultant Committee if one has been appointed by the Board of Directors pursuant to subsection A.7 of this Policy) that one or more of the following circumstances applies, then, under such circumstance, for Supplies, for Construction Services, and for Construction-Related Supplies: (x) Competitive Sealed Bidding is inadequate because of the importance of considerations other than cost; (e.g., the capacity of an Offeror to perform as stated in its Response; experience in the required area of knowledge; experience in the community to be served or studied; experience in the community where the contract work is to be performed); or (y) discussions with Offerors that are potential awardees are necessary in order to insure their full understanding and responsiveness to contract requirements; or (z) in the case of Construction Services, the needed expertise and experience is so specialized as to be outside the expertise and experience of most construction contractors.

(2) **Request for Proposals.** The Corporation shall issue a Solicitation in the form of a **“Request for Proposals.”**

(3) **Public Notice.** The Corporation shall provide adequate public notice for the Request for Proposals.

(4) **Receipt of Proposals.** When opening Responses for review, the Corporation shall not, for the duration of the Restricted Period, disclose the contents of the Responses to competing Offerors. A **“Register of Proposals”** shall be prepared and shall be open for public

inspection after the Restricted Period. The Register of Proposals shall contain the names of all Offerors and the prices respectively proposed in their Responses.

(5) **Selection Criteria.** For purposes of this Section G, the Selection Criteria shall include but not be limited to the following: cost; whether the Offeror has the capacity to execute the contract in accordance with the Offeror's Response; whether the Offeror has relevant experience and/or knowledge; and if relevant, whether the Offeror has experience in and knowledge of the community to be served or studied or in which work is to be performed. Procurement under this Section G need not be based exclusively on cost.

(6) **Discussion with Responsible Offerors and Revisions to Proposals.** With respect to those Responses that the Executive Director or the Consultant Committee (as applicable) deem to be (in their sole discretion) candidates for award, the Corporation may hold discussions with the relevant Offerors to clarify and fully understand their Responses. The Corporation shall treat such Offerors fairly and equably, particularly in connection with providing opportunities to amend Responses so that the Corporation may obtain best and final Responses. The Corporation shall not divulge information derived from Responses submitted by competing Offerors except as provided in subsection 4 hereinabove

Section H. CONTRACTORS RECOMMENDED BY CONSTRUCTION MANAGER

(1) **Applicability.** When the Corporation has retained a construction manager for Construction Services, any contract for Construction Services (other than the contract with the construction manager itself) or Construction-Related Supplies may be procured pursuant to the procedure set forth in this Section H in lieu of other Competitive Methods of Procurement. For purposes of this Section H, "Executive Director" shall mean Executive Director or Consultant Committee as applicable.

(2) **Selection of Contractors.** Procurement under this Section H consists of the following: (a) the construction manager recommends to the Executive Director a minimum of five potential contractors; (b) the Executive Director reviews such list of potential contractors and determines which of them the Corporation considers to be appropriate; (c) the selected contractors are invited to submit Responses; (d) the construction manager and the Executive Director review the Responses and in their discretion, negotiate with some or all of the Offerors. Revisions may be permitted to obtain best and final Responses.

(3) **Award.** After consulting with the construction manager, the Executive Director (or the Consultant Committee if one has been appointed pursuant to subsection A(7) of this Policy) shall recommend to the Board of Directors the Response and Offeror deemed to be the most advantageous to the Corporation. Procurement under this Section H need not be exclusively based upon cost.

(4) **Procurement of Construction Manager.** Nothing in this Policy may be construed to exempt the procurement of a construction manager by the Corporation from the requirements of this Policy.

Section I. USE OF OTHER GOVERNMENTAL CONTRACTS

Notwithstanding any other provision of this Policy, if there is a federal, State or City contract for Supplies and/or Services that permits the Corporation to utilize such contract or to obtain Supplies and/or Services from the contractor under substantially similar terms, the Corporation may utilize such existing contract (or enter into a new contract on substantially similar terms) without using any Competitive Method of Procurement. Procurement under this Section I need not be exclusively based upon cost.

Exhibit F

BUILD NYC RESOURCE CORPORATION
MISSION STATEMENT AND PERFORMANCE MEASUREMENTS
Board of Directors Meeting
June ~~11, 2019~~23, 2020

WHEREAS, the 2009 Public Authorities Reform Act requires Build NYC Resource Corporation (“BNYC”) to annually review its mission statement and measurements by which the performance of BNYC and the achievement of its goals may be evaluated; and

WHEREAS, for Fiscal Year ~~2020~~2021 BNYC proposes to adopt the mission statement and performance measurements as indicated in Attachment A hereto; and

NOW, THEREFORE, RESOLVED that the Board approves the mission statement and performance measurements for use in Fiscal Year ~~2020~~2021, as set forth in Attachment A.

ATTACHMENT A

Authority Mission Statement and Performance Measurements

Name of Public Authority:

Build NYC Resource Corporation (BNYC)

Public Authority's Mission Statement:

The mission of the Build NYC Resource Corporation (BNYC) is to encourage community and economic development and job creation and retention throughout New York City by providing lower-cost financing programs to qualified not for-profit institutions and manufacturing, industrial, and other businesses for their eligible capital projects.

Proposed Adoption Date: June ~~11, 2019~~23, 2020

List of Performance Measurements:

- Number of contracts closed (current fiscal year and previous fiscal year)
- Amount of private investment leveraged (current fiscal year and previous fiscal year)
- Total net New York City tax revenues generated in connection with closed contracts (current fiscal year and previous fiscal year)
- Projected three-year job growth in connection with closed projects (current fiscal year and previous fiscal year)
- Current total jobs in connection with projects that commenced operations in FY ~~2016~~2017¹ as compared to total jobs at the time of application for such projects
- Current total jobs in connection with projects that commenced operations in FY ~~2016~~2017² as compared to the three-year total job projections stated in the applications for such projects
- Square footage of buildings/improvements receiving benefits (current fiscal year and previous fiscal year)
- Number of projects that received a field visit (current fiscal year and previous fiscal year)
- Percentage of projects that received a field visit (current fiscal year and previous fiscal year)
- Percentage of projects in good standing³ (current fiscal year and previous fiscal year)

¹ Also includes projects that closed in FY ~~2016~~2017 but commenced all project operations prior to the closing date.

² Also includes projects that closed in FY ~~2016~~2017 but commenced all project operations prior to the closing date.

³ Defined as those projects that did not receive a Notice of an Event of Default by the end of the Fiscal Year.

Exhibit G

Board Self-Evaluation (BNYC)

1. Board members have a shared understanding of the mission and purpose of BNYC.
2. The policies, practices and decisions of the Board are always consistent with this mission.
3. Board members comprehend their role and fiduciary responsibilities and hold themselves and each other to these principles.
4. The Board has adopted policies, by-laws and practices for the effective governance, management and operations of BNYC and reviews these annually.
5. The Board sets clear and measurable performance goals for BNYC that contribute to accomplishing its mission.
6. The decisions made by Board members are arrived at through independent judgment and deliberation, free of political influence, pressure or self-interest.
7. Individual Board members communicate effectively with executive staff so as to be well informed on the status of all important issues.
8. Board members are knowledgeable about BNYC 's programs, financial statements, reporting requirements, and other transactions.
9. The Board knows the statutory obligations of BNYC and if BNYC is in compliance with state law.
10. Board and committee meetings facilitate open, deliberate and thorough discussion, and the active participation of members.
11. Board members have sufficient opportunity to research, discuss, question and prepare before decisions are made and votes taken.
12. Individual Board members feel empowered to delay votes, defer agenda items, or table actions if they feel additional information or discussion is required.
13. The Board exercises appropriate oversight of the CEO and other executive staff, including setting performance expectations and reviewing performance annually.
14. The Board has identified the areas of most risk to BNYC and works with management to implement risk mitigation strategies before problems occur.

Exhibit H

Project Summary

Blue School, a New York not-for-profit education corporation (the "School") exempt from federal taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and Blue School Real Estate, LLC, a New York limited liability company (the "LLC" and, together with the School, the "Applicant"), the sole member of which is the School as borrower, are seeking approximately \$64,479,000 in tax-exempt and taxable bonds (the "Bonds"). The tax-exempt bonds are to be issued as qualified 501(c)(3) bonds for educational facilities. Proceeds from the Bonds will be used to: (a) refinance all or a portion of the Build NYC Resource Corporation Revenue Bonds (Blue School Project), Senior Series 2016A and Subordinate Series 2016B, currently outstanding in the aggregate principal amount of \$51,315,000, the proceeds of which were applied to: (1) refinance taxable debt incurred by the School and/or the LLC, which was used to fund the costs of the acquisition of two commercial condominium units encompassing 29,000 square feet of space (the "Acquired Facility") in an 191,000 square foot building located at 156 William Street, New York, New York (the "Building"), (2) fund the renovation, furnishing and equipping of the Acquired Facility as well as 12,000 square feet of the ground floor of such Building which is leased by the LLC (the "Leased Facility"; and, together with the Acquired Facility, the "Facility"), (3) fund a debt service reserve fund and a capitalized interest fund, and (4) fund certain costs of issuance; (b) refinance all or a portion of the Build NYC Resource Corporation Senior Revenue Bonds (Blue School Project), Series 2018, currently outstanding in the aggregate principal amount of \$4,160,000 (the "Series 2018 Bonds"), the proceeds of which were applied to: (1) fund the costs of the construction, renovation and equipping of the Facility, (2) fund capital improvements to the Facility, including upgrades to fire safety systems, purchasing of additional furniture and equipment, and other capital improvements to the Facility, (3) fund the Applicant's share of capital improvements to the Building, including façade and roof repairs, replacement of the Building's chiller and electrical systems, elevator modernization, fire safety systems and hook-ups for water and sewer service, (4) fund a debt service reserve fund, and (5) fund certain costs of issuance; (c) finance a debt service reserve fund and capitalized interest; and (d) pay for certain costs and expenses associated with the issuance of the Bonds. The Facility is owned by the Applicant and is operated by the School as a co-educational day school serving students in pre-kindergarten through grade 8. In addition, 12,000 square feet of the Facility is leased to Hawthorne Foundation Inc., a New York not-for profit education corporation exempt from federal taxation pursuant to Section 501(c)(3) of the Code, to operate an educational program for students with disabilities.

Current Location

241 Water Street
New York, New York, 10038

Project Location

156 William Street, Units S-1, S-2, and S-3
New York, New York 10038

Prior Actions by Build NYC

- December 2016 issuance of up to \$39,370,000 of Senior Revenue Bonds, Series 2016A, and \$11,945,000 of Subordinate Revenue Bonds, Series 2016B.
- September 2018 issuance of \$4,160,000 of Senior Revenue Bonds, Series 2018.

Actions Requested

- Bond Approval and Authorizing Resolution
- Adopt a SEQRA determination that the proposed project is a Type II Action and therefore no further environmental review is required.

Anticipated Closing

July/August 2020

Blue School

Impact Summary

Employment	
Jobs at Application:	31*
Jobs to be Created at Project Location (Year 3):	0
Total Jobs (full-time equivalents)	31
Projected Average Hourly Wage (excluding principals)	\$47.26
Highest Wage/Lowest Wage	\$102.80/\$16.00

*Note: These jobs refer only to the School's 156 William St. location.

Estimated Net Benefit from Prior Build NYC Issuances	
Net Benefit to City from 2016 Build NYC Issuance	\$9,277,243
Net Benefit to City from 2018 Build NYC Issuance	\$3,157,444
Total Net Benefit to City Calculated From Prior Issuances	\$12,434,687

Estimated Cost of Benefits Requested: New York City	
MRT Benefit	\$1,052,838
NYC Forgone Income Tax on Bond Interest	98,503
Corporation Financing Fee	(428,563)
Total Cost to NYC Net of Financing Fee	\$722,778

Cost of Benefits per Job	
Estimated Net City Cost of Benefits per Job in Year 3	\$23,315
Estimated City Tax Revenue per Job in Year 3*	\$101,853

*Note: This refers only to the City tax revenue generated by the 2018 Build NYC issuance.

Estimated Cost of Benefits Requested: New York State	
MRT Benefit	\$761,283
NYS Forgone Income Tax on Bond Interest	\$370,588
Total Cost to NYS	\$1,131,871
Overall Total Cost to NYC and NYS	\$1,854,649

Sources and Uses

Sources	Total Amount	Percent of Total Financing
Tax-Exempt Bonds	\$55,475,000	86%
Taxable Bonds	\$9,315,000	14%
Total	\$64,790,000	100%

Uses	Total Amount	Percent of Total Costs
Refinancing Build NYC Series 2016A	\$39,370,000	61%
Refinancing Build NYC Series 2016B	\$11,945,000	18%
Refinancing Build NYC Series 2018	\$4,160,000	6%
Working Capital and Capitalized Interest	\$7,000,000	11%
Closing Fees	\$2,315,000	4%
Total	\$64,790,000	100%

Blue School

Fees

	Paid At Closing	On-Going Fees (NPV, 28 Years)
Corporation Fee	\$428,563	
Bond Counsel	Hourly	
Annual Corporation Fee	1,250	\$16,755
Bond Trustee Acceptance Fee	500	
Annual Bond Trustee Fee	500	\$6,702
Trustee Counsel Fee	5,000	
Total	\$435,813	\$23,458
Total Fees	\$459,270	

Financing and Benefits Summary

The School seeks authorization for the tax-exempt and taxable Bonds to be marketed as a limited public offering, with Citigroup Global Markets Inc. serving as the underwriter. The Bonds may also be issued as a private placement, with Citigroup Global Markets Inc. serving as placement agent. It is estimated that the Bonds will have semiannual interest payment dates and annual principal payment dates, and a final maturity date of July 1, 2050. It is anticipated that the Bonds will be secured by a first mortgage lien on the School's fee and leasehold interests in the condominium units at 156 William Street as well as a collateral mortgage on the School's leasehold interest in 241 Water Street, and by a gross revenues pledge of the School.

It is expected that the tax-exempt Bonds will have a fixed interest rate of around 5.00%, and that the taxable Bonds will have a fixed interest rate of around 6.00%. It is anticipated that the School will maintain a Debt Service Reserve Fund equal to the Debt Service Reserve Requirement. The Debt Service Reserve Requirement is such that the Debt Service Reserve Fund shall be funded at issuance of the Bonds in an amount equal to the lesser of (1) 10% of the proceeds of the Bonds, (2) 125% of average annual debt service on the Bonds and (3) maximum annual debt service on the Bonds (estimated to be approximately \$4.5 million). It is expected that the School will maintain a debt service coverage ratio of at least 1.2x when the Bonds begin amortizing in 2023.

Applicant Summary

The School is an education corporation founded in 2006 that operates in the borough of Manhattan, New York. The mission of the School is to develop and share an inquiry-based approach to education that fosters creativity, promotes academic excellence, nurtures human relationships and inspires a growing passion for learning. The School, founded by the three original members of Blue Man Group, Matt Goldman, Chris Wink, and Phil Stanton along with Renee Rolleri, Jen Wink, and Jennifer Stanton, offers early-childhood classes for children as young as two years old, as well as kindergarten and elementary school classes that extend through fifth grade, and middle school classes that continue through eighth grade. The School has grown and evolved dramatically since its founding as the Blue Man Group Creativity Center over 12 years ago, a playgroup initially serving 14 families in 2006 to the 300 students enrolled in PreK-8th grade today.

Gina Farrar, PhD, Head of School

Ms. Farrar joined the School as Head of School in 2017. She has been involved in education for more than thirty years -- as a teacher, psychologist, and administrator. Ms. Farrar has worked in special education and in mainstream schools, with all ages of children ranging from 3 months old to adults. She taught high school math at LREI and pursued her doctorate in clinical/school psychology from the Derner Institute at Adelphi University, where she deepened her understanding of self and social intelligence as well as the science of learning. After earning her doctorate, Ms. Farrar spent several years working with children clinically, in and out of school environments. She received a bachelor's degree in Mathematics from Wesleyan University.

Mike Jackson, Chief Financial Officer

Mr. Jackson joined the School in March 2019. Prior to joining the School, he was Chief Financial Officer at Supernova Companies, a financial technology company that offers financial and lending solutions to the wealth management industry. Mr. Jackson served 12 years as a Director at Brookfield Investment Management in New York, where he

Blue School

focused on fixed-income trading and research. Earlier in his career, Mr. Jackson held investment banking positions at West LB, JP Morgan Chase, and Prudential Securities. He is a member of the Board of Trustees for the Williston-Northampton School, and is Chair of its Investment Committee. Mr. Jackson is founding Board Chair and CEO of the Foundation for Letters, and a founder of the Bronx Academy of Letters, voted one of New York City's 25 best high schools by the NY Daily News. He holds a BA from Yale University, where he lettered in Varsity Track & Field.

Renee Roller, Board Chair and Co-Founder

Ms. Roller co-founded the School with partners Jen Wink, Jennifer Stanton, and the three co-founders of Blue Man Group, Matt Goldman, Chris Wink and Phil Stanton in 2006. Ms. Roller put her PhD at NYU in Education and Visual Culture with focus on developmental psychology on hold when she was launching the School. From 1999 – 2004, Ms. Roller worked as an art therapist with children and families and as a research scientist at the NYU Child Study Center. Prior to that, from, 1993 – 1999, Renee worked as a visual artist with solo and group shows in New York City, the greater Tri-State area and the Midwest. Ms. Roller also serves as an Advisory Board Member for the Lalela Project, and BlinkNow, with a focus on supporting children and families' creative, self and social development, as well as promoting female entrepreneurs achieve their vision and professional goals for greater social good. She earned an undergraduate degree from Parsons School of Design in 1992, and a Master's degree in Art Therapy from Pratt University in 2001.

Employee Benefits

The School provides medical, dental, and vision insurance plans for all full-time staff members.

SEQRA Determination

Type II action which, if implemented, will not potentially result in significant environmental impacts. The completed Environmental Assessment Form for this project has been reviewed and signed by Corporation staff.

Due Diligence

The Corporation conducted a background investigation of the Applicant and found no derogatory information.

Compliance Check:	Compliant
Living Wage:	Compliant
Paid Sick Leave:	Compliant
Affordable Care Act:	ACA Coverage Offered.
Private School Policy:	Compliant
Bank Account:	First Republic Bank and Morgan Stanley
Bank Check:	No derogatory information was found.
Supplier Checks:	No derogatory information was found.
Customer Checks:	Not Applicable
Unions:	Not Applicable
Vendex Check:	No derogatory information was found.
Attorney:	Alison Radecki, Esq. Orrick, Herrington & Sutcliffe, LLP 51 West 52 nd Street, New York, NY 10038

Blue School

Accountant: Patrick Yu
Baker Tilly Virchow Krause, LLP
One Penn Plaza – Suite 3000
New York, NY 10019

Board of Trustees: Renee Roller, Chair
Matt Goldman, Vice Chair
Eric Huang, Secretary
Stephen R. Wilson, Treasurer

Community Board: Manhattan, CB#1



241 Water Street
New York, NY 10038

TEL 212.228.6341
FAX 212.260.3824
URL www.blueschool.org

March 3, 2020

Ms. Emily Marcus
Senior Project Manager,
Strategic Investments Group
New York City Economic Development Corporation
One Liberty Plaza,
New York, NY 10006

Dear Ms. Marcus:

Blue School is an educational corporation founded in 2006 that operates in the borough of Manhattan, New York. The mission of the school is to develop and share an inquiry-based approach to education that fosters creativity, promotes academic excellence, nurtures human relationships and inspires a growing passion for learning.

The school, founded by the three original members of Blue Man Group, Matt Goldman, Chris Wink, and Phil Stanton along with Renee Roller, Jen Wink, and Jennifer Stanton, offers early-childhood classes for children as young as two years old, as well as kindergarten and elementary school classes that extend through fifth grade, and Middle school classes that continue through eighth grade.

Blue School has reached an exciting critical juncture in its growth trajectory and is delivering on almost all aspects of its growth plan. Over the last twelve years, Blue School grew from a parent-run playgroup with just 14 students to an accredited thriving preschool through middle school program, serving over 300 students and achieving an excellent track-record of placing students in the best public and private high schools across New York City.

In December 2016 Build NYC issued bonds totaling \$51,350,000 (Series 2016, including \$39,370,000 in senior bonds and \$11,945,000 in subordinate bonds) to enable Blue School to acquire, construct, renovate, improve, equip and furnish a new facility at 156 William Street, New York, NY 10038, to serve grades 4th through 8th. The addition of the 156 William Street facility has allowed for increased flexibility in the schedules offered for the pre-primary programs in order to meet market demand, and the reputation of our Middle School has become a clear competitive advantage among our peer schools. In September 2018, Build NYC issued senior bonds totaling \$4,160,000 (Series 2018) to fund capital improvements to the project.

Blue School is now seeking to refinance the senior bonds of these two transactions, which were issued at 7.25% in a significantly higher interest rate environment, and prior to the risk factors of the 156 William St construction and the viability of the middle school being removed. Blue School is realizing its mission, proving a whole-child inquiry-based approach to education that balances academic mastery, self and social intelligence, and creative thinking yields extraordinary student outcomes by all measures.

Blue School has paid the 7.25% interest as agreed, however, Blue School and its advisors believe that a significant interest rate savings can be achieved by refinancing these securities to current market rates. An indicative term sheet is included in the accompanying materials, indicating a presumed interest rate of 5.00%, representing an annual savings of nearly \$800,000 in debt service.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Mike Jackson", with a stylized, flowing script.

Mike Jackson
Chief Financial Officer, Blue School

Exhibit I

Resolution approving financing of facilities for Blue School and Blue School Real Estate, LLC authorizing the issuance and sale of approximately \$64,479,000 of Revenue Bonds (Blue School Project), Series 2020 and the taking of other action in connection therewith

WHEREAS, Build NYC Resource Corporation (the “Issuer”) is authorized pursuant to Section 1411(a) of the Not-For-Profit Corporation Law of the State of New York, as amended (the “N-PCL”), and its Certificate of Incorporation and By-Laws, (i) to promote community and economic development and the creation of jobs in the non-profit and for-profit sectors for the citizens of The City of New York (the “City”) by developing and providing programs for not-for-profit institutions, manufacturing and industrial businesses and other entities to access tax-exempt and taxable financing for their projects; (ii) to issue and sell one or more series or classes of bonds, notes and other obligations through private placement, negotiated underwriting or competitive underwriting to finance such activities above, on a secured or unsecured bases; and (iii) to undertake other projects that are appropriate functions for a non-profit local development corporation for the purpose of relieving and reducing unemployment, promoting job opportunities, carrying on scientific research for the purpose of aiding the City by attracting new industry to the City or by encouraging the development of or retention of an industry in the City, lessening the burdens of government and acting in the public interest; and

WHEREAS, Blue School, a not-for-profit education corporation exempt from federal taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “School”), and Blue School Real Estate, LLC, a New York limited liability company, the sole member of which is the School (the “LLC”; and, together with the School, the “Applicant”) have entered into negotiations with officials of the Issuer for the Issuer’s assistance with a tax-exempt and taxable bond transaction, the proceeds of which, together with other funds of the Applicant, will be used by the Applicant to: (a) refinance all or a portion of the Build NYC Resource Corporation Senior Revenue Bonds (Blue School Project), Series 2016A and Build NYC Resource Corporation Subordinate Revenue Bonds (Blue School Project), Series 2016B, currently outstanding in the aggregate principal amount of \$51,315,000, the proceeds of which were applied to: (1) refinance taxable debt incurred by the School and/or the LLC, which was used to fund the costs of the acquisition of two commercial condominium units encompassing 29,000 square feet of space (the “Acquired Facility”) in an 191,000 square foot building located at 156 William Street, New York, New York (the “Building”), (2) fund the renovation, furnishing and equipping of the Acquired Facility as well as 12,000 square feet of the ground floor of such Building which is leased by the LLC (the “Leased Facility”; and, together with the Acquired Facility, the “Facility”), (3) fund a debt service reserve fund and a capitalized interest fund, and (4) fund certain costs of issuance; (b) refinance all or a portion of the Build NYC Resource Corporation Senior Revenue Bonds (Blue School Project), Series 2018, currently outstanding in the aggregate principal amount of \$4,160,000 (the “Series 2018 Bonds”), the proceeds of which were applied to: (1) fund the costs of the construction, renovation and equipping of the Facility, (2) fund capital improvements to the Facility, including upgrades to fire safety systems, purchasing of additional furniture and equipment, and other capital improvements to the Facility, (3) fund the Applicant’s share of capital improvements to the Building, including façade and roof repairs, replacement of the Building’s chiller and electrical systems, elevator modernization, fire safety systems and hook-ups for water and sewer service,

(4) fund a debt service reserve fund, and (5) fund certain costs of issuance; (c) finance a debt service reserve fund and capitalized interest; and (d) pay for certain costs and expenses associated with the issuance of the bonds (collectively, the “Project”);

WHEREAS, the Facility is owned and operated by the Applicant as an independent co-educational day school serving students in preschool through grade 8; and

WHEREAS, the Applicant has submitted an Application (the “Application”) to the Issuer to initiate the accomplishment of the above; and

WHEREAS, the Application sets forth certain information with respect to the Applicant and the Project, including the following: that the School is a not-for-profit education corporation that provides educational services in the City; that there are approximately 103.5 full-time equivalent employees currently employed by the School; that the financing of the Project costs with the Issuer’s financing assistance will provide savings to the Applicant which will allow it to redirect financial resources to provide educational services and continue its programs with a greater measure of financial security; and that, therefore the Issuer’s assistance is necessary to assist the Applicant in proceeding with the Project; and

WHEREAS, the Issuer desires to further encourage the Applicant with respect to the financing of the Facility, if by so doing it is able to induce the Applicant to proceed with the Project; and

WHEREAS, in order to finance a portion of the cost of the Project, the Issuer intends to issue its Revenue Bonds, Series 2020 (Blue School Project), in one or more series, which may be designated as senior or subordinate and/or tax-exempt or taxable, in the aggregate principal amount of approximately \$64,479,000, or such greater amount (not to exceed 10% more than such stated amount) (the “Bonds”) each as may be determined by a certificate of determination of an authorized officer of the Issuer (the “Certificate of Determination”), all pursuant to a new Indenture of Trust (the “New Indenture”), to be entered into between the Issuer and U.S. Bank National Association, as trustee, or a trustee to be appointed by the Issuer (the “Trustee”), or a supplement to the existing Indenture of Trust, dated as of December 1, 2016, between the Issuer and the Trustee (the “Supplemental Indenture” and, such New Indenture or the Supplement Indenture shall be referred to herein as the “Indenture”); and

WHEREAS, (i) the Issuer intends to loan the proceeds of the Bonds to the Applicant pursuant to a new Loan Agreement (the “New Loan Agreement”) to be entered into between the Issuer and the Applicant or an amendment to the existing Loan Agreement, dated as of December 1, 2016, between the Issuer and the Applicant (the “Amendment” and, such New Loan Agreement or the Amendment shall be referred to herein as the “Loan Agreement”), and (ii) the Applicant will execute one or more promissory notes in favor of the Issuer (collectively, the “Promissory Note”) to evidence the Applicant’s obligation under the Loan Agreement to repay such loan; and

WHEREAS, the Applicant’s obligations under the Loan Agreement are to be secured by a mortgage lien on and security interest in the Facility, granted by the School and/or the LLC, as applicable, as mortgagor, to the Issuer and the Trustee, pursuant to one or more

Mortgages or amendments to the existing mortgages (collectively, the “Mortgage”), which Mortgage will be assigned by the Issuer to the Trustee pursuant to an Assignment of Mortgage and Security Agreement from the Issuer to the Trustee (the “Assignment of Mortgage”); and

WHEREAS, the Bonds may be further secured by a pledge and security interest in certain assets of the School pursuant to a Pledge and Security Agreement from the Applicant to the Trustee (the “Pledge and Security Agreement”).

NOW, THEREFORE, BE IT RESOLVED BY BUILD NYC RESOURCE CORPORATION AS FOLLOWS:

Section 1. The Issuer hereby determines that the financing of a portion of the costs of the Project by the Issuer will promote and is authorized by and will be in furtherance of the corporate purposes of the Issuer.

Section 2. The Issuer hereby approves the Project and authorizes the Applicant to proceed with the Project as set forth herein, which Project will be financed in part through the issuance of the Bonds of the Issuer, which Bonds will be special limited revenue obligations of the Issuer payable solely from the revenues and other amounts derived pursuant to the Loan Agreement and the Promissory Note.

Section 3. To provide for the financing of the Project, the issuance of the Bonds of the Issuer is hereby authorized subject to the provisions of this Resolution and the Indenture hereinafter authorized.

The Bonds shall be issued as fully registered bonds in one or more tax exempt and/or taxable series, shall be dated as provided in the Indenture, shall be issued as one or more serial and/or term bonds and as senior or subordinate bonds and with respect to the Bonds in an aggregate amount not to exceed \$64,479,000, or such greater amount (not to exceed 10% more than such stated amount), and the Bonds shall be payable as to principal and redemption premium, if any, at the principal office of the Trustee, shall be payable as to interest by check, draft or wire transfer as provided in the Indenture, shall bear interest at such rate(s) as determined by the Certificate of Determination, shall be subject to optional redemption and mandatory redemption as provided in the Indenture, shall be payable as provided in the Indenture until the payment in full of the principal amount thereof and shall mature not later than December 31, 2051 (or as determined by the Certificate of Determination), all as set forth in the Bonds.

The provisions for signatures, authentication, payment, delivery, redemption and number of Bonds shall be set forth in the Indenture.

Section 4. The Bonds shall be secured by the pledge effected by the Indenture and shall be payable solely from and secured by a pledge by the Issuer of revenues and receipts of the Issuer, including loan payments made by the Applicant, to the extent set forth in the Loan Agreement and Indenture hereinafter authorized. The Loan Agreement will be secured by the Mortgage, which Mortgage will be assigned by the Issuer to the Trustee pursuant to the Assignment of Mortgage. The Bonds may also be secured by the Pledge and Security Agreement. The Bonds, together with the interest thereon, are special limited revenue

obligations of the Issuer, payable solely as provided in the Indenture, including from moneys deposited in the Bond Fund, the Project Fund, and such other funds as established under the Indenture (subject to disbursements therefrom in accordance with the Loan Agreement and the Indenture), and shall never constitute a debt of the State of New York or of The City of New York, and neither the State of New York nor The City of New York shall be liable thereon, nor shall the Bonds be payable out of any funds of the Issuer other than those pledged therefor.

Section 5. The Bonds may be sold pursuant to a public offering, a limited public offering or a private placement and Citigroup Global Markets Inc., or an investment bank to be determined by the Applicant may serve as the underwriter or placement agent (“Investment Bank”). The determination as to public offering, limited public offering or private placement, the designation of the Investment Bank, and the purchase price of the Bonds shall be approved by Certificate of Determination.

Section 6. The delivery of a Preliminary Private Placement Memorandum or Preliminary Official Statement with respect to the Bonds (the “Preliminary Offering Document”) and the execution and delivery of the Indenture, a Private Placement Memorandum or final Official Statement with respect to the Bonds (the “Final Offering Document”), a Bond Placement Agreement or Bond Purchase Agreement with the Applicant and the Investment Bank, the Loan Agreement, a Letter of Representation and Indemnity Agreement from the Applicant, the Assignment of Mortgage, and a Tax Regulatory Agreement from the Issuer and the Applicant to the Trustee (the documents referenced in this Section 6 being, collectively, the “Issuer Documents”), each being substantially in the form approved by the Issuer for prior financings, are hereby authorized. The Chairman, Vice Chairman, Executive Director, Deputy Executive Director and General Counsel of the Issuer are hereby authorized to execute, acknowledge and deliver each such Issuer Documents. The execution and delivery of each such Issuer Documents by said officer shall be conclusive evidence of due authorization and approval.

Section 7. The Issuer hereby authorizes the distribution of the Preliminary Offering Document and the Final Offering Document to prospective purchasers of the Bonds.

Section 8. All covenants, stipulations, obligations and agreements of the Issuer contained in this Resolution and contained in the Issuer Documents shall be deemed to be the covenants, stipulations, obligations and agreements of the Issuer to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Issuer and its successors from time to time and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the Issuer or the members or directors thereof by the provisions of this Resolution and the Issuer Documents shall be exercised or performed by the Issuer or by such members, directors, officers, board or body as may be required by law to exercise such powers and to perform such duties.

No covenant, stipulation, obligation or agreement herein contained or contained in any of the Issuer Documents shall be deemed to be a covenant, stipulation, obligation or agreement of any member, director, officer, agent or employee of the Issuer in his individual capacity, and neither the members or directors of the Issuer nor any officer executing the Bonds shall be liable

personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 9. The officers of the Issuer are hereby designated the authorized representatives of the Issuer and each of them is hereby authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Issuer Documents and the issuance of the Bonds.

Section 10. The Issuer is hereby authorized to cause the Applicant to proceed with the Project, the agreed costs thereof to be paid by the Issuer by the application of the proceeds of the Bonds, all as particularly authorized by the terms and provisions of the Loan Agreement. The Applicant is authorized to proceed with the Project; provided, however, that it is acknowledged and agreed by the Applicant that neither the Issuer nor any of its members, directors, officers, employees, agents or servants shall have any personal liability for any action taken by the Applicant for such purpose or for any other purpose.

Section 11. Any expenses incurred by the Issuer with respect to the Project and the financing thereof shall be reimbursed out of the proceeds of the Bonds or, in the event such proceeds are insufficient after payment of other costs of the Project or the Bonds are not issued by the Issuer, shall be paid by the Applicant. By accepting this Resolution, the Applicant agrees to pay such expenses and further agrees to indemnify the Issuer, its members, employees and agents and hold the Issuer and such persons harmless against claims for losses, damage or injury or any expenses or damages incurred as a result of action taken by or on behalf of the Issuer in good faith with respect to the Project and the financing thereof.

Section 12. In connection with the Project, the Issuer intends to grant the Applicant financing assistance in the form of the issuance of the Bonds, and the exemption of mortgage recording tax.

Section 13. Any qualified costs incurred by the Applicant in initiating the Project shall be reimbursed by the Issuer from the proceeds of the Bonds in accordance with Treasury Regulation Section 1.150-2; provided that the Issuer incurs no liability with respect thereto except as otherwise provided in this Resolution.

Section 14. This Resolution is subject to the approval of a private investigative report with respect to the Applicant, which approval shall be conclusively evidenced by the delivery of the Issuer Documents authorized pursuant to Section 6 hereof. The provisions of this Resolution shall continue to be effective until one year from the date hereof, whereupon the effectiveness of this Resolution shall terminate (except with respect to the matters contained in Section 11 hereof) unless (i) prior to the expiration date of such year the Issuer shall (x) have issued the Bonds for the Project, or (y) by subsequent resolution extend the effective period of this Resolution, or (ii) the Applicant shall be continuing to take affirmative steps to secure financing for the Project.

Section 15. This Resolution is subject to further compliance with the provisions of Sections 103 and 141 through 150 and related provisions of the Code, including, without limitation, the obtaining of public approval for the Project and the Bonds.

Section 16. The Issuer has determined that the proposed action is a Type II action, pursuant to 6 NYCRR Part 617.5(c)(29), 'investments by or on behalf of agencies or pension or retirement systems, or refinancing existing debt...' which would not result in adverse environmental impacts requiring the preparation of an Environmental Impact Statement.

Section 17. The Issuer recognizes that due to the unusual complexities of the financing it may become necessary that certain of the terms approved hereby may require modifications which will not affect the intent and substance of the authorizations and approvals by the Issuer herein. The Issuer hereby authorizes the Chairman, Vice Chairman, Executive Director, Deputy Executive Director or General Counsel of the Issuer to approve modifications to the terms approved hereby which do not affect the intent and substance of this Resolution. The approval of such modifications shall be evidenced by the Certificate of Determination.

Section 18. This Resolution shall take effect immediately.

ADOPTED: June 23, 2020

ACCEPTED BY:

BLUE SCHOOL

By: _____
Name:
Title:

BLUE SCHOOL REAL ESTATE LLC

By: _____
Name:
Title:

Accepted: _____, 2020

Exhibit J

Project Summary

SCO Family of Services ("SCO"), a New York not-for-profit corporation exempt from federal taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, is an agency that provides residential and community services to developmentally disabled individuals of all ages. SCO is seeking up to an aggregate maximum stated principal amount of \$20,500,000 in tax-exempt and taxable revenue bonds (collectively the "Bonds"). Proceeds of the Bonds together with other funds available to SCO, will be used to: (i) refinance its outstanding Build NYC Resource Corporation Tax-Exempt Revenue Bonds, Series 2013 (2013 SCO Family of Services Project (the "Refunded Bonds")), the proceeds of which were used to finance and refinance the acquisition, renovation, equipping and/or furnishing of certain SCO facilities (see the list of project locations set forth in the attached resolution), (ii) refinance a portion of outstanding capital lines of credit with TD Bank, N.A. and Peoples United Bank, the proceeds of which were used to finance and refinance the acquisition, renovation, equipping and/or furnishing of certain SCO facilities (see the list of project locations set forth in the attached resolution), (iii) finance the construction, renovation, equipping, and/or furnishing of a 33,250 square foot facility on a 0.75 acre parcel of land located at 89-30 161st Street, Jamaica, New York 11432; (iv) finance the construction, renovation, equipping, and/or furnishing of a 193,194 square foot facility on a 7.9 acre parcel of land located at 85-70 148th Street, Jamaica, New York 11435; and (v) pay for certain costs related to the issuance of the Bonds and the refunding of the refunded bonds (i-v are herein referred to collectively as the "Project"). SCO does or will own and operate the facilities for the purpose of providing services and programs for developmentally disabled individuals.

Current Location

1 Alexander Place
Glen Cove, NY 11542

Project Locations

89-30 161st Street
Jamaica, NY 11432

85-70 148th Street
Jamaica, NY 11435

Actions Requested

- Bond Approval and Authorizing Resolution.
- Adopt a SEQRA determination that the proposed project is a Type II action and therefore no further environmental review is required.

Anticipated Closing

August 2020

Impact Summary

Employment	
Jobs at Application:	253.5
Jobs to be Created at Project Location (Year 3):	0
Total Jobs (full-time equivalents)	253.5
Projected Average Hourly Wage (excluding principals)	\$22.53
Highest Wage/Lowest Wage	\$113.00/\$15.00

Estimated City Tax Revenues	
Impact of Operations (NPV 20 years at 6.25%)	\$13,818,243
One-Time Impact of Renovation	327,868
Total impact of operations and renovation	\$14,146,111

SCO Family of Services

Estimated Cost of Benefits Requested: New York City	
MRT Benefit	\$333,125
NYC Forgone Income Tax on Bond Interest	82,960
Corporation Financing Fee	(127,500)
Total Cost to NYC Net of Financing Fee	\$288,585

Costs of Benefits Per Job	
Estimated Net City Cost of Benefits per Job in Year 3	\$1,138
Estimated City Tax Revenue per Job in Year 3	\$55,803

Estimated Cost of Benefits Requested: New York State	
MRT Benefit	\$240,875
NYS Forgone Income Tax on Bond Interest	312,113
Total Cost to NYS	\$552,988
Overall Total Cost to NYC and NYS	\$841,573

Sources and Uses

Sources	Total Amount	Percent of Total Financing
Bond Proceeds	20,500,000	100%
Total	20,500,000	100%

Uses	Total Amount	Percent of Total Costs
Refinancing of Line of Credit	6,215,000	20%
Refinancing of 2013 Bonds	2,400,000	12%
Hard Costs (Jamaica Projects)	8,966,493	44%
Soft Costs (Jamaica Projects)	1,515,167	7%
Furnishings, Fixtures and Equipment (Jamaica Projects)	993,340	5%
Closing Fees	410,000	2%
Total	20,500,000	100%

Fees

	Paid At Closing	On-Going Fees (NPV, 20 Years)
Corporation Fee	\$127,500	
Bond Counsel	135,000	
Annual Corporation Fee	1,250	14,051
Bond Trustee Acceptance Fee	500	
Annual Bond Trustee Fee	500	5,620
Trustee Counsel Fee	5,000	
Total	269,750	19,671
Total Fees	\$289,421	

SCO Family of Services

Financing and Benefits Summary

SCO is seeking approximately \$20,500,000 in tax-exempt bonds (the "Tax-Exempt Bonds"). Proceeds of the Bonds will be used to refinance the organization's outstanding Build NYC Resource Corporation Tax-Exempt and Taxable Revenue Bonds, Series 2013 (2013 SCO Family of Services Project) in the amount of \$2,400,000; to refinance a portion of outstanding capital lines of credit with TD Bank, N.A. and Peoples United Bank in the amount of \$6,215,000; fund renovation projects at two SCO locations in Jamaica, Queens in the amount of \$11,475,000; and to fund costs of issuance in the amount of \$410,000. TD Bank, N.A. and Peoples Bank will each purchase 50% of the Bonds. The TD Bank tax-exempt bonds are expected to have a ten-year term to mandatory tender, 20-year amortization, and an interest rate equal to 81.5 percent of (LIBOR + 1.75%). The bonds will be secured by a pledge of SCO's revenues and a mortgage on certain SCO properties. The Peoples Bank tax-exempt bonds are expected to have a ten-year term to mandatory tender, 20-year amortization, and an interest rate equal to 79 percent of (LIBOR + 1.75%). The bonds will be secured by a pledge of SCO's revenues and a mortgage on certain SCO properties. By utilizing Build NYC for debt refinancing, SCO will be able to realize long-term debt financing at a lower interest rate than it is currently paying under the Line of Credit. Based on an analysis of the Company's financial statements, staff estimates a debt service coverage ratio of 2.21x.

Applicant Summary

SCO is one of New York State's largest social services organizations, operating more than 80 programs that serve 60,000 children and adults each year to address developmental and mental challenges, poverty, neglect or abuse. Services provided by SCO include foster care, early childhood education and youth development, family and community support, shelters and homeless services, and special needs. SCO employs more than 3,500 people in 120 locations throughout Brooklyn, Queens, Bronx, Nassau and Suffolk Counties. SCO's mission is to help New Yorkers build a strong foundation for the future, get young children off to a good start, launch youth into adulthood, stabilize and strengthen families, and unlock potential for children and adults with special needs.

The origins of SCO date to 1895, when a group of women in New York established the Country Home for Convalescent Babies in Upstate New York. In 1947 County Home was renamed St. Christopher's Home, and then in 1985 merged with the Ottilie Home for Children to become St. Christopher-Ottilie. In 2004, after several additional mergers, SCO adopted its current full name (SCO Family of Services).

The projects in Jamaica, Queens include renovations to two buildings (89-30 161st Street and 85-70 148th Street). 89-30 161st Street is currently and will continue to be used as office space for SCO staff, as SCO's primary training hub in Queens, as a visiting space for parents and their children in foster care, and for counseling services. 85-70 148th St 48th St is currently and will continue to be used as a residential campus for children and adults with mental health needs. Renovations will include general upgrades to the buildings (HVAC, plumbing, electrical, etc.), the installation of new A/V systems and meeting spaces, and general upgrades to living and school spaces. By renovating these spaces, SCO will be able to provide a better environment for staff and clients, to operate in a more efficient manner and to enhance services. The upgrades to the living space will allow SCO to provide a more therapeutic and interactive environment for their clients, and to provide better integration between clients' home and school lives.

Keith M. Little, President & CEO

Mr. Little has over 30 years of experience at state, city, and nonprofit organizations and expertise in the provision of mental health, health care, child welfare, and juvenile justice programs. Prior to SCO, Mr. Little was the Executive Director at Edwin Gould Services for Children and Families, and previously served as Associate Commissioner and Deputy Director at the New York State Office of Mental Health (OMH). At OMH, Mr. Little was responsible for the direction and oversight of State Operations, including 13 statewide child and adolescent psychiatric centers/units; the coordination of state-local services via regional OMH field offices; and oversight of Division State Operations budget and spending plans. Mr. Little also worked at the Jewish Board of Family and Children's Services and the New York City Department of Health. Mr. Little earned an MPA from Baruch College, City University of New York, and a bachelor's degree from University of Bridgeport. He currently sits on the Boards of Directors of The Council of

SCO Family of Services

Family and Child Caring Agencies (COFCCA) and the Collaboration of Children and Families (CCF), the Priority and Strategy Council for the Human Services Council, and is a lead member of the Black Agency Executives.

Stephen Mack, Executive Vice President, Finance and Administration

Mr. Mack provides oversight of the agency's Accounting functions as well as leadership for Information Technology and Business Operations. He joined SCO in 2010 as Fiscal Director and was promoted to Director of Finance in 2013, Chief Financial Officer in 2014, and Executive Vice President, Financial and Administrative in 2018. Mr. Mack is credited with streamlining SCO's financial processes that shortened the lifecycle of accounts receivables and monthly closings, improved reporting and analysis, and ultimately improved the financial health of the agency and its \$260 million operating budget. Previously, Mr. Mack worked as an Assistant Controller at the Nassau County chapter of The Arc New York. Mr. Mack has a Bachelor's Degree from SUNY Stony Brook and a Master of Business Administration from Hofstra University. He is a Certified Public Accountant, Certified Fraud Examiner, and a member of the American Institute of Certified Public Accountants, New York State Society of Certified Public Accountants, and the Association of Certified Fraud Examiners.

Lee Vance, Board Chair

Lee Vance joined the SCO Board of Directors in October 2014 and was elected Treasurer in March, 2015. He also serves as Chair of the Finance Committee and as a member of the Executive and Investment & Pension committees. Mr. Vance retired from Goldman Sachs in 2000 after 20 years with the firm, during which time he managed derivative trading in Foreign Exchange, Equity, Commodity and Fixed Income markets. He is the author of "Restitution" (Knopf, 2007) and "The Garden of Betrayal" (Knopf, 2010) and is currently working on two plays: "Bright Lines" and "The Peaceable Kingdom." Mr. Vance is a graduate of Stanford University and Harvard Business School. His wife, Cynthia King Vance, formerly served as a member and as Chair of the SCO Board until 2013.

Employee Benefits

SCO provides health insurance, retirement benefits, on-the-job training, and sick pay.

SEQRA Determination

Type II Action which, if implemented, will not result in significant adverse environmental impacts. The completed Environmental Assessment Form for this project has been reviewed and signed by Corporation staff.

Due Diligence

The Corporation conducted a background investigation of the School and its principals and found no derogatory information.

Compliance Check:	Satisfactory
Living Wage:	Exempt
Paid Sick Leave:	Compliant
Affordable Care Act:	Compliant
Bank Account:	TD Bank; Peoples Bank
Bank Check:	Relationships are reported to be satisfactory.
Supplier Checks:	Relationships are reported to be satisfactory.
Customer Checks:	Not Applicable

SCO Family of Services

Unions: Relationships are reported to be satisfactory.

Background Check: No derogatory information was found.

Attorney: Connie Cahill, Esq.
Barclay Damon
80 State Street
Albany, NY 12207

Accountant: John Cosgrove
PFK O'Connor Davies
500 Mamaroneck Avenue, Suite 301
Harrison, NY 10528

Consultant/Advisor: Brad Hopper
RBC Capital Markets, LLC
455 Patroon Creek, Suite 207
Albany, NY 12206

Community Board: Queens, CB #12 and CB #8

Board of Directors

Lee Vance, Chair
Retired Partner, Goldman Sachs

Brian T. Edwards, Vice Chair
EVP, President of Consumer Banking, Sterling National Bank

H. Craig Treiber, Vice Chair
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Mary Pat Thornton, Secretary
Founder & Partner, Putnam, Lowell & Thornton, Inc.

Timothy L. Fulton, Assistant Secretary
President, TNT Scrap, LLC

James Beha II
Partner, Morrison & Foerster LLP

SCO Family of Services

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Managing Director, JPMorgan Chase NY

Peter A. Horowitz

Chief Strategy Officer, Dun & Bradstreet

Sr. Paulette LoMonaco

Retired Executive Director, Good Shepherd Services

Justine A. Marous

Managing Member, Marous Law Group, P.C.

Richard E. Mayberry, Jr.

Managing Director, Court Square Capital Partners, LP,

Vincent Moorehead

Senior Director, Success Academy Charter Schools

Guy Moszkowski

Managing Partner, Autonomous Research US LP

Jessica Taylor O'Mary

Partner, Ropes & Gray LLP

Elaine Phillips

NYS Senator, 7th Senate District in Nassau County

Christine Rupp

Businesswoman

Demetrios Yatrakis

Partner, Lonicera Partners

M. Steven Williams

President, Danforth Development Partners, LLC



Extraordinary reach.
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Dear Build NYC Board Members:

Enclosed please find the application of SCO Family of Services with respect to its request for the issuance of approximately \$20,500,000 tax-exempt bonds to refinance its existing Series 2013 Build NYC Bonds and a capital line of credit and to finance capital renovation projects at two SCO locations, and for a related mortgage recording tax exemption (collectively, the "Project").

SCO Family of Services is New York State's largest human services organization, operating more than 80 programs that serve 60,000 children and adults each year to address developmental and mental challenges, poverty, neglect or abuse (including foster care, early childhood, education and youth development, family and community supports, shelters and homeless services, and special needs). SCO has existed under various names for 125 years. SCO employs more than 3,500 people in 120 locations throughout Brooklyn, Queens, Bronx, Nassau and Suffolk Counties.

The Project will allow SCO to restructure a portion of its outstanding debt and provide a mechanism to more efficiently add additional debt in the future (using a master trust indenture), as well as provide new money for capital renovation projects. Refinancing the debt through the issuance of tax-exempt bonds provides a cost-effective means for SCO to accomplish this refinancing and the mortgage recording tax exemption savings will decrease SCO's expense for undertaking this beneficial restructuring. All savings will allow SCO to operate its programs at a more efficient cost, which is particularly important for SCO as an organization that is primarily funded by government sources. Likewise, the renovation projects will enhance SCO's ability to provide its services.

Please let me know if you have any questions or need any additional information. We look forward to again partnering with Build NYC as we support and provide essential services to New York's most vulnerable populations.

Sincerely,

A handwritten signature in blue ink, appearing to read "SGM", with a stylized flourish at the end.

Stephen G. Mack

Executive Vice President, Finance and Administration / CFO

Exhibit K

**RESOLUTION APPROVING THE REFINANCING OF
CERTAIN FACILITIES FOR SCO FAMILY SERVICES
AND AUTHORIZING THE ISSUANCE AND SALE OF
APPROXIMATELY \$20,500,000 REVENUE BONDS (SCO
FAMILY SERVICES PROJECT) AND THE TAKING OF
OTHER ACTION IN CONNECTION THEREWITH**

WHEREAS, Build NYC Resource Corporation (the “Issuer”) is authorized pursuant to Section 1411(a) of the Not-for-Profit Corporation Law of the State of New York, as amended, and its Certificate of Incorporation and By-laws, (i) to promote community and economic development and the creation of jobs in the non-profit and for-profit sectors for the citizens of The City of New York (the “City”) by developing and providing programs for not-for-profit applicants, manufacturing and industrial businesses and other entities to access tax-exempt and taxable financing for their eligible projects; (ii) to issue and sell one or more series or classes of bonds, notes and other obligations through private placement, negotiated underwriting or competitive underwriting to finance such activities above, on a secured or unsecured basis; and (iii) to undertake other projects within the City that are appropriate functions for a non-profit local development corporation for the purpose of relieving and reducing unemployment, promoting and providing for additional and maximum employment, bettering and maintaining job opportunities, carrying on scientific research for the purpose of aiding the City by attracting new industry to the City or by encouraging the development of or retention of industry in the City, and lessening the burdens of government and acting in the public interest; and

WHEREAS, SCO Family Services, a New York not-for-profit corporation, providing residential and community services to developmentally disabled individuals of all ages and exempt from federal taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Applicant”), entered into negotiations with officials of the Issuer with respect to (i) the refinancing of the Issuer’s Revenue Bonds, Series 2013 (2013 SCO Family of Services Project (the “Refunded Bonds”)), the proceeds of which were used to finance and refinance the acquisition, renovation, equipping and/or furnishing of the following facilities: a 2,908 square foot residential facility located at 100-42 201st Street, Queens, New York; a 2,664 square foot residential facility located at 102-02 97th Avenue, Queens, New York; a 1,395 square foot residential facility located at 113-14 204th Street, Queens, New York; a 27,500 square foot residential facility located at 1250 East 229th Street, Bronx, New York; a 1,848 square foot residential facility located at 155-18 114th Road, Queens, New York; a 6,600 square foot residential facility located at 164 Suydam Street, Brooklyn, New York; a 7,960 square foot residential facility located at 199-19 113th Avenue, Queens, New York; a 1,890 square foot residential facility located at 213-12 102nd Street, Queens, New York; a 5,143 square foot residential facility located at 218-41 99th Avenue, Queens, New York; a 1,594 square foot residential facility located at 32 East 10th Street, Brooklyn, New York; a 17,664 square foot administrative facility located at 443 39th Street, Brooklyn, New York; a 3,000 square foot residential facility located at 72 Wilson Avenue, Brooklyn, New York; a 3,000 square foot residential facility located at 74 Wilson Avenue, Brooklyn, New York; a 3,520 square foot residential facility located at 84-42 120th Street, Queens, New York; a 11,243 square foot residential facility located at 88-22 161st Street, Queens, New York; a 33,250 square foot administrative facility located at 89-30 161st Street, Queens, New York; a 2,184 square foot residential facility located at 94-11 Hollis Court Boulevard, Queens, New York; a 3,850 square foot residential facility located at and 95-63 112th Street, Queens, New York; (ii) the refinancing of a portion of an outstanding capital line of credit with TD Bank, N.A. and Peoples United Bank, the proceeds of which were used to finance and refinance the acquisition, renovation, equipping and/or furnishing of the following facilities: a 842 square foot residential facility located at 110-23 169th Street, Jamaica, New York a 65,290 square foot residential facility located at 1226 Flushing Avenue, Brooklyn, New York; a 27,500 square foot residential facility located at 1250 E 229th St, Bronx, New York; a 4,995 square foot residential facility located at 1851 Needham Avenue, Bronx New York; a 13,074 square foot residential facility located at 1360 Fulton Street, Brooklyn, New York; a 1,925 square foot residential facility located at 1420 Bushwick Avenue, Brooklyn, New York; a 4,875

square foot residential facility located at 150 Hale Avenue, Brooklyn, New York; a 5,200 square foot administrative facility located at 154 Lawrence Street, Brooklyn, New York; a 6,600 square foot residential facility located at 164 Suydam Street, Brooklyn, New York; a 7,960 square foot residential facility located at 199-19 113th Avenue, St. Albans, New York; a 7,700 square foot educational facility located at 29-49 Gilmore St, East Corona, New York; a 52,300 square foot educational facility located at 3674 Third Avenue, Bronx, New York; a 3,150 square foot educational facility located at 37-63 83rd Street, Jackson Heights, New York; a 2,000 square foot educational facility located at 411 Thatford Avenue, Brooklyn, New York; a 10,000 square foot educational facility located at 69 Saratoga Avenue, Brooklyn, New York; a 4,500 square foot residential facility located at 70-20 47th Avenue, Woodside, New York; a 3,000 square foot residential facility located at 72 Wilson Avenue, Brooklyn, New York; a 3,000 square foot residential facility located at 74 Wilson Avenue Brooklyn, New York; a 10,000 square foot educational facility located at 774 Saratoga Avenue, Brooklyn, New York; a 92,836 square foot residential facility located at 85-70 148th Street, Queens, New York; a 50,865 square foot residential facility located at 85-70 148th Street, Queens, New York; a 5,596 square foot residential facility located at 85-70 148th Street, Queens, New York; a 2,095 square foot residential facility located at 85-70 148th Street, Queens, New York; a 30,000 square foot residential facility located at 85-70 148th Street, Queens, New York; a 4,286 square foot administrative facility located at 85-70 148th Street, Queens, New York; a 1,920 square foot administrative facility located at 85-80 148th Street, Queens, New York; a 11,243 square foot residential facility located at 88-22 161st Street, Jamaica, New York; a 33,250 square foot administrative facility located at 89-30 161st Street, Jamaica, New York; a 9,770 square foot administrative facility located at 89-31 161st Street, Jamaica, New York; (iii) the financing of the construction, renovation, equipping, and/or furnishing of a 33,250 square foot facility on a 0.75 acre parcel of land located at 89-30 161st Street, Jamaica, New York; (iv) the financing of the construction, renovation, equipping, and/or furnishing of a 193,194 square foot facility on a 7.9 acre parcel of land located at 85-70 148th Street, Jamaica, New York; and/or (v) the financing of certain costs related to the issuance of the Bonds and the refunding of the refunded bonds (clauses (i) through (v) are hereinafter referred to collectively as the “Project”);

WHEREAS, the Applicant has submitted an Application (the “Application”) to the Issuer to initiate the accomplishment of the above; and

WHEREAS, the Application sets forth certain information with respect to the Applicant, and the Project, including the following: that the financing of the Project with the Issuer’s financing assistance will provide savings to the Applicant which will allow it to redirect financial resources to further its capacity to provide health and human services to children and families in need; and that, therefore, the Issuer’s financing assistance is necessary to assist the Applicant in proceeding with the Project; and

WHEREAS, the Issuer desires to further encourage the Applicant with respect to the financing and refinancing of the facilities, if by so doing it is able to induce the Applicant to proceed with the Project; and

WHEREAS, in order to finance a portion of the cost of the Project, the Issuer intends to issue its Revenue Bonds (SCO Family Services Project), in the aggregate principal amount of approximately \$20,500,000 (or such greater amount not to exceed such stated amount by more than 10%, as may be determined by a certificate of determination of an authorized officer of the Issuer (the “Certificate of Determination”)) (the “Bonds”), all pursuant to an Indenture of Trust (the “Indenture”) to be entered into between the Issuer and U.S. Bank National Association, as trustee (the “Trustee”); and

WHEREAS, the Issuer intends to loan the proceeds of the Bonds to the Applicant pursuant to a Loan Agreement (the “Loan Agreement”) to be entered into between the Issuer and the Applicant, and (ii) the Applicant will execute a promissory note in favor of the Issuer and the Trustee (the “Promissory Note”) to evidence the Applicant’s obligation under the Loan Agreement to repay such loan; and

WHEREAS, the Bonds are to be secured by one or more leasehold and/or fee mortgage and security agreements from the Applicant to the Trustee and the Issuer or from the Issuer and the Applicant to the Trustee with respect to the Facility (collectively, the “Mortgage”) which Mortgage will be assigned to the Trustee pursuant to one or more Assignment of Mortgage and Security Agreements from the Issuer to the Trustee (“the Assignment of Mortgage”) (and may be further assigned to a master trustee, if applicable, to secure obligations under a master trust indenture, including the obligation to repay the Bonds); and

NOW, THEREFORE, BE IT RESOLVED BY BUILD NYC RESOURCE CORPORATION, AS FOLLOWS:

Section 1. The Issuer hereby determines that the financing of the costs of the Project by the Issuer will promote and is authorized by and will be in furtherance of the corporate purposes of the Issuer.

Section 2. The Issuer hereby approves the Project and authorizes the Applicant to proceed with the Project as set forth herein, which Project will be financed in part through the issuance of the Bonds of the Issuer, which Bonds will be special limited revenue obligations of the Issuer payable solely from the revenues and other amounts derived pursuant to the Loan Agreement and the Promissory Note.

Section 3. To provide for the financing of the Project, the issuance of the Bonds by the Issuer is hereby authorized subject to the provisions of this Resolution and the Indenture hereinafter authorized.

The Bonds shall be issued as fully registered bonds in one or more series of tax-exempt and/or taxable bonds, shall be dated as provided in the Indenture, shall be issued as one or more serial and/or term bonds and in an aggregate amount not to exceed \$20,500,000 (or such greater amount not to exceed such stated amount by more than 10% as may be determined by the Certificate of Determination), shall be payable as to principal and redemption premium, if any, at the principal office of the Trustee, shall be payable as to interest by check, draft or wire transfer as provided in the Indenture, shall bear interest initially at variable and/or fixed interest rates not to exceed ten percent (10.00%) (such final rate to be determined by the Certificate of Determination), shall be subject to optional and mandatory redemption as provided in the Indenture, shall be payable as provided in the Indenture until the payment in full of the principal amount thereof and shall mature not later than December 31, 2050 (or as determined by the Certificate of Determination), all as set forth in the Bonds. The provisions for signatures, authentication, payment, delivery, redemption and number of Bonds shall be set forth in the Indenture hereinafter authorized.

Section 4. The Bonds shall be secured by the pledge effected by the Indenture and shall be payable solely from and secured by a pledge of the loan payments, revenues and receipts of the Applicant to the extent set forth in the Loan Agreement and the Indenture hereinafter authorized. The Bonds, together with the interest thereon, are special limited revenue obligations of the Issuer, payable solely as provided in the Indenture, including from moneys deposited in the Bond Fund, the Project Fund, the Debt Service Reserve Fund (if any) and such other funds as established under the Indenture (subject to disbursements therefrom in accordance with the Loan Agreement and the Indenture), and shall never constitute a debt of the State of New York or of the City, and neither the State of New York nor the City shall be liable thereon, nor shall the Bonds be payable out of any funds of the Issuer other than those pledged therefor. The Bonds are further secured by the Mortgage.

Section 5. The Bonds are hereby authorized to be privately placed with T.D. Bank and People’s United Bank or any other financial institutions to be approved by Certificate of Determination

(collectively, the “Initial Purchaser”), at a purchase price as shall be approved by the Certificate of Determination.

Section 6. The execution and delivery of the Indenture, the Loan Agreement and the Mortgage, with respect to the Bonds, and a Tax Certificate from the Issuer and the Applicant to the Trustee (the documents referenced in this Section 6 being, collectively, the “Issuer Documents”), each being substantially in the form approved by the Issuer for prior financings, are hereby authorized. The Chairperson, Vice Chairperson, Executive Director, Deputy Executive Director and General Counsel of the Issuer are hereby authorized to execute, acknowledge and deliver each such Issuer Document. The execution and delivery of each such Issuer Document by said officer shall be conclusive evidence of due authorization and approval.

Section 7. All covenants, stipulations, obligations and agreements of the Issuer contained in this Resolution and contained in the Issuer Documents shall be deemed to be the covenants, stipulations, obligations and agreements of the Issuer to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Issuer and its successors from time to time and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the Issuer or the members thereof by the provisions of this Resolution and the Issuer Documents shall be exercised or performed by the Issuer or by such members, officers, board or body as may be required by law to exercise such powers and to perform such duties.

No covenant, stipulation, obligation or agreement herein contained or contained in any of the Issuer Documents shall be deemed to be a covenant, stipulation, obligation or agreement of any member, director, officer, agent or employee of the Issuer in his individual capacity, and neither the members of the Issuer nor any officer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 8. The officers of the Issuer are hereby designated the authorized representatives of the Issuer, and each of them is hereby authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Issuer Documents and the issuance of the Bonds.

Section 9. The Issuer is hereby authorized to cause the Applicant to proceed with the Project, the agreed costs thereof to be paid by the Issuer by the application of the proceeds of the Bonds, all as particularly authorized by the terms and provisions of the Loan Agreement. The Applicant is authorized to proceed with the Project; provided, however, that it is acknowledged and agreed by the Applicant that neither the Issuer nor any of its members, directors, officers, employees, agents or servants shall have any personal liability for any action taken by the Applicant for such purpose or for any other purpose.

Section 10. Any expenses incurred by the Issuer with respect to the Project and the financing thereof shall be reimbursed out of the proceeds of the Bonds or, in the event such proceeds are insufficient after payment of other costs of the Project or the Bonds are not issued by the Issuer due to inability to consummate the transactions herein contemplated, shall be paid by the Applicant. By accepting this Resolution, the Applicant agrees to pay such expenses and further agrees to indemnify the Issuer, its members, employees and agents and hold the Issuer and such persons harmless against claims for losses, damage or injury or any expenses or damages incurred as a result of action taken by or on behalf of the Issuer in good faith with respect to the Project and the financing thereof.

Section 11. In connection with the Project, the Issuer intends to grant the Applicant financing assistance in the form of issuance of the Bonds and, to the extent required, exemption from mortgage recording tax.

Section 12. This Resolution is subject to the approval of a private investigative report with respect to the Applicant, which approval shall be conclusively evidenced by the delivery of the Issuer Documents authorized pursuant to Section 6 hereof. The provisions of this Resolution shall continue to be effective until one year from the date hereof, whereupon the effectiveness of this Resolution shall terminate (except with respect to the matters contained in Section 10 hereof) unless (i) prior to the expiration of such year the Issuer shall (x) have issued the Bonds for the Project, or (y) by subsequent resolution extend the effective period of this Resolution, or (ii) the Applicant shall be continuing to take affirmative steps to secure financing for the Project.

Section 13. This Resolution constitutes “other similar official action” under the provisions of Treasury Regulation 1.150-2 promulgated under Section 103 and related sections of the Internal Revenue Code of 1986, as amended (the “Code”). This Resolution is subject to further compliance with the provisions of Sections 141 through 150 and related provisions of the Code.

Section 14. The Issuer has determined that the proposed project is a Type II action pursuant 6 NYCRR Part 617.5(c)(29) ‘investments by or on behalf of agencies or pension or retirement systems, or refinancing existing debt’ . . . which would not result in adverse environmental impacts requiring the preparation of an Environmental Impact Statement.”

Section 15. The Issuer recognizes that due to the unusual complexities of the financing it may become necessary that certain of the terms approved hereby may require modifications which will not affect the intent and substance of the authorizations and approvals by the Issuer herein. The Issuer hereby authorizes the Chairperson, Vice Chairperson, Executive Director, Deputy Executive Director or General Counsel to approve modifications to the terms approved hereby which do not affect the intent and substance of this Resolution.

Section 16. This Resolution shall take effect immediately.

Adopted: June 23, 2020

Accepted: June ___, 2020

SCO FAMILY SERVICES

By: _____
Name:
Title: