XII. EXHIBITS

EXHIBIT A - FORM

INFORMATION REGARDING QUALIFICATIONS AND FINANCIAL CAPABILITY

This form may be reproduced.

Name of Responder _____

Address of Responder _____

Telephone Number of Responder _____

Name of Authorized Representative _____

Address of Authorized Representative _____

Telephone Number of Authorized Representative _____

1. If the Responder is not an individual doing business in his or her own name, describe the Responder's organization (whether a corporation, partnership or business association) and indicate the jurisdiction under whose laws the organization is organized and operated.

_____

_____

_____

_____

2. Attach an organizational chart for the Responding entity indicating the names and responsibilities of key personnel

_____

3. Provide the identification of, and current, and, if existing, certified public account-prepared or audited, financial statements for the Responder and all relevant principals, shareholders, partners, or co-venturers of the Responder, the nature and the extent of each participant's interest in the Responder and the proposed Response and any other information which will enable ESD to assess the Responder's financial capability should also be provided.

_____

_____

_____

_____

_____

4. Indicate the names, addresses and phone numbers of law firm(s) that will represent the Responder in connection with the Response and the purchase.

Name of Law Firm 1 _____

Address _____

Telephone _____

Name of Law Firm 2 _____

Address _____

Telephone _____

Name of Law Firm 3 _____

Address _____

Telephone _____

5. Indicate the names, addresses, and telephone numbers of accounting firm(s) representing the Responder in connection with the RFP.

Name of Accounting Firm 1 _____

Address _____

Telephone _____

Name of Accounting Firm 2 _____

Address _____

Telephone _____

Name of Accounting Firm 3 _____

Address _____

Telephone _____

6. Indicate the names, addresses, and telephone numbers of at least three (3) commercial or institutional credit references.

Name of Reference 1 _____

Address _____

Telephone _____

Name of Reference 2 _____

Address _____

Telephone _____

Name of Reference _____

Address _____

Telephone _____

7. Identify any affiliation or relationship between the Responder and any other development company, parent company, lending institution, or other entity that the Responder believes will enable the ESD to assess the Responder's financial capability.

CERTIFICATION

The undersigned: recognizes that all information and material provided on or with this Information Regarding Qualifications and Financial Capability form and all other information and material submitted by the undersigned Responder in connection with its Response and the RFP are submitted for the express purpose of inducing the New York State Urban Development Corporation d/b/a Empire State Development Corporation ("ESD"), a corporate governmental agency of the State of New York (the "State"), constituting a political subdivision and public benefit corporation, to award a contract to the undersigned; acknowledges that each of ESD, the State and the State's agencies and instrumentalities may, each in its sole and absolute discretion, by any means which it may choose, determine the truth and accuracy of all statements made therein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law §210.40 or a misdemeanor under Penal Law §210.35 or §210.45, and may also be punishable by a fine of up to $10,000 or imprisonment of up to five years under 18 U.S.C. §1001; and states that the information submitted is true, accurate and complete.

By submission of this Proposal, the Responder and each person signing on behalf of the Responder certifies, and in the case of a joint Response each party thereto certifies as to his or her own organization under penalty of perjury, that to the best of his or her knowledge and belief:

(1) The prices, amounts and material in this Proposal have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices, amounts and materials with any other Responder or with any competitor;

(2) Unless otherwise required by law, the prices, amounts and material that have been quoted in this Proposal have not been knowingly disclosed by the Responder and will not knowingly be disclosed by the Responder prior to award, directly or indirectly, to any other Responder or to any competitor, and

(3) No attempt has been made or will be made by the Responder to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

The Responder hereby authorizes ESD, the State and their agents and instrumentalities to contact the Responder's bank(s) and credit references and any other persons identified in its submission, including without limiting the foregoing, all persons and entities identified in its Information Regarding Qualifications and Financial Capability form and any financial information, in connection with the Proposal, and any and all other persons identified in any investigation conducted by or on behalf of ESD or the State, and obtain release of pertinent financial and other information, as well as to obtain verification of information provided by or on behalf of the Responder.

_____
Name of Responder

_____
Signature of Officer

_____
Title

Sworn to before me this
_____ day of _____, 2011.

_____
Notary Public

EXHIBIT B – FORM
HOLD HARMLESS AGREEMENT

This form may be reproduced.

HOLD HARMLESS AGREEMENT

IN CONSIDERATION OF the New York State Urban Development Corporation d/b/a Empire State Development Corporation ("ESD"), granting or obtaining permission for the undersigned (hereinafter called "Grantee") to visit the Property described herein to the RFP for the purpose of inspecting the Property, Grantee hereby agrees to defend, indemnify and hold harmless ESD and the State of New York (the "State"), and their respective officers, members, directors, employees and agents, from and against any and all claims, actions, suits, judgments, causes of action, demand, losses, damages, liabilities, costs, charges and expenses (including, without limitation, bodily harm, personal injury, death and property damage), whenever asserted and by whomever, resulting from, arising out of, or in any way connected with any site visits, inspections, use of occupancy of the Property by Grantee or its employees, officers, contractors, subcontractors, invitees and agents howsoever the same may be caused or occasioned.

Dated this _____ day of _____, 2011.

GRANTEE:_____

BY:_____

Title:_____

EXHIBIT C – POLICY REGARDING PERMISSIBLE CONTACTS

As of January, 2007

Policy Regarding Permissible Contacts
under State Finance Law Section 139-j and 139-k

with respect to procurements by

New York State Urban Development Corporation d/b/a Empire State Development Corporation
and its subsidiaries

1. Definitions

The following terms shall have the following meanings:

a. "contact" or "contacts" shall mean any oral, written or electronic communication with the Corporation under circumstances from which a reasonable person would infer that the communication was intended to influence a procurement by the Corporation.

b. "Corporation" shall mean ESDC or any of its subsidiaries, as the case may be.

c. "ESDC" shall mean the New York State Urban Development Corporation d/b/a Empire State Development Corporation.

d. "offerer" shall mean the individual or entity, or any employee, agent or consultant or person acting on behalf of such individual or entity, that makes a contact during the restricted period.

e. "procurement" shall mean (i) the preparation of terms of the specifications, bid documents, request for proposals, or evaluation criteria for a procurement contract; (ii) solicitation for a procurement contract; (iii) evaluation of a procurement contract; (iv) award, approval, denial or disapproval of a procurement contract, or (v) approval or denial of an assignment, amendment (other than amendments that are authorized and payable under the terms of the procurement contract as it was finally awarded or approved), renewal or extension of a procurement contract, or any other material change in the procurement contract resulting in a financial benefit to the offerer.

f. "procurement contract" shall mean any contract or other agreement for a commodity, service, technology, public work, construction, the grant of a franchise or concession, the purchase, sale or lease of real property or an acquisition or granting of other interest in real property which contract or other agreement involves an estimated annualized expenditure in excess of fifteen thousand dollars. Grants, eminent domain transactions and other transactions listed in subdivision (1)(g) of Section 139-j of the State Finance Law shall not be deemed procurement contracts.

g. "restricted period" shall mean the period of time commencing with the earliest written notice or advertisement of the availability of the solicitation document for a procurement contract and concluding with the execution of a final procurement contract.

2. Permissible Contacts during the Restricted Period

a. With respect to each procurement that it conducts, the Corporation shall designate a person or persons who may be contacted by offerers relative to the procurement. All comments and questions from offerers regarding a procurement should generally be in writing and must be addressed only to the contact person(s) identified in the solicitation document or otherwise identified to offerers.

b. During the restricted period, offerers shall only communicate, with respect to any procurement, in the manner and with the individuals set forth in Section 2 (a) of this Policy.

c. Notwithstanding Section 2(b) of this Policy, offerers may:

i. submit proposals in response to a solicitation document;
ii. submit written questions as may be provided for in the solicitation document;
iii. participate in any pre-bid conference or site visit as may be provided for in the solicitation document;
iv. make a complaint in writing to the general counsel of the Corporation if a communication by an offerer made in accordance with Section 2(a) of this policy has not been responded to in a timely manner;
v. after being notified of a tentative award of a procurement contract, engage in communications solely for the purpose of negotiating the terms of the final contract or contracts and any interim agreements in advance of the final contract or contract, including any conditional designation document;
vi. request the review of an award of a procurement contract;
vii. participate in protests, appeals or other review proceedings (including the apparent successful respondent and its representatives) seeking a final administrative or judicial determination;
viii. make a complaint to the attorney general, inspector general, district attorney or court of competent jurisdiction regarding alleged improper conduct with respect to the procurement; and
ix. communicate with a member of the New York State legislature or legislative staff about the procurement.

d. Offerers shall not attempt to influence the conduct of, and award of a contract under, the procurement in a manner that would result in a violation or an attempted violation of Section 73(5) (regarding certain gifts) and Section 74 (code of ethics) of the Public Officers Law.

e. As early as practicable during the restricted period, the Corporation shall seek a written affirmation from each offerer as to its understanding of and agreement to comply with State Finance Law Section 139-j and this Policy regarding permissible contacts during the restricted period. Each respondent to a solicitation who has not submitted such an affirmation prior to submitting a proposal, must submit such a written affirmation with its proposal.

3. Recording of Contacts

Upon receiving any contact during the restricted period, Corporation staff shall make a record of such contact, including the name, address, telephone number, place of principal employment and occupation of the person or organization making the contact and whether the person or organization making the contact was the potential respondent itself or was retained, employed or designated by or on behalf of the potential respondent.

4. Violations of Requirements Regarding Permissible Contacts

a. Any member, officer or employee of the Corporation who becomes aware that an offerer has violated the provisions of State Finance Law 139-j(3) or Section 2 of this Policy regarding permissible contacts during the restricted period shall immediately notify the General Counsel of the Corporation of the impermissible contact and shall provide the Corporation's General Counsel with a copy of the record of contact.

b. If any member, officer or employee of a governmental entity other than the Corporation becomes aware that violation regarding permissible contacts with respect to a procurement has occurred involving such other governmental entity, then such member, officer or employee shall make a record of such impermissible contact and shall immediately notify the ethics officer, inspector general, if any, or other official of the other governmental entity responsible for investigating such matters, who shall in turn notify the Corporation's General Counsel and provide the General Counsel with a copy of the record of contact.

c. Upon receiving notice of an impermissible contact with respect to a procurement, the Corporation's General Counsel will conduct an investigation to determine whether an impermissible contact occurred and, if so, whether such impermissible contact was knowing and willful. The investigation shall include review of the record of contact and may include an interview of the individual making the report and other involved staff. The investigation may include review of such other documents or the interview of such other individuals as the General Counsel in his or her discretion may consider appropriate.

d. The Corporation's General Counsel shall endeavor to make a determination, within ten business days of receiving any notice of impermissible contact, whether sufficient cause exists to believe that the impermissible contact occurred and that such contact

was knowing and willful, but in any event shall make such determination before the award of a final procurement contract or contracts. In the event it is determined that sufficient cause exists to believe that the impermissible contact occurred and was knowing and willful, then the General Counsel shall notify the involved offerer of the date and nature of the alleged impermissible contact and of the preliminary determination that such contact was knowing and willful.

e. The offerer shall be provided with an opportunity to submit a written response to the alleged impermissible contact within ten business days of receiving such notice. In the General Counsel's discretion, an interview with the offerer may be granted or required. In making a final determination regarding an allegation of impermissible contact, the General Counsel shall take into consideration any information provided by the offerer during the course of the investigation.

f. In the event the General Counsel makes a final determination that an offerer has knowingly and willfully violated this policy or Section 139-j of the State Finance Law and such violation involved misconduct by a Corporation employee in the implementation of this policy, then the General Counsel shall report such instance of employee misconduct to the Corporation's President.

g. The notice provided for in Section 4(d) above may be sent by facsimile transmission or electronic mail provided that hard copy of such notice is also sent by overnight, personal or other method of delivery providing a delivery receipt, to the offerer at the address listed on the report of contact, in the offerer's proposal or such other address as the General Counsel may deem most appropriate.

h. Prior to awarding any procurement contract, the Corporation shall make a determination of responsibility with respect to the proposed awardee. In making a determination of responsibility with respect to any offerer, the Corporation shall consider the proposed awardee's ability to perform the services provided for in the proposed contract including but not limited to such factors as the offerer's financial capability; level of relevant expertise; depth and qualifications of staff; if applicable, the offerer's prior performance under contracts with ESDC or any subsidiary of ESDC or other instrumentality of the State of New York; and any prior findings of non-responsibility with respect to such offerer (by any governmental entity, as defined in section (1)(a) of State Finance Law Section 139-j) made within the preceding four years.

i. Notwithstanding any of the criteria set forth in section 4(g) above, either of the following shall result in a determination of non-responsibility with respect to any offerer: (I) a final determination, pursuant to the procedure set forth in this section 4, that such offerer has knowing and willfully violated the provisions of this policy or State Finance Law Section 139-j, and (II) the failure by such offerer to timely disclose accurate and complete information or otherwise cooperate with the

Corporation in administering this policy and the provisions of State Finance Law Section 139-j.

j. In the event an offerer is determined to be non-responsible, such offerer and its subsidiaries and any related or successor entity with substantially similar function, management, board of directors, officers and shareholders shall not be awarded any contract pursuant to the procurement unless, by action of the Board of Directors, the Corporation finds that the award is necessary to protect public property or public health or safety and that the offerer is the only source capable of performing the contract. Any such action by the Corporation's Board of Directors shall state the basis for the finding of necessity and a record of the action and the basis shall be included in the procurement record.

k. Any subsequent determination of non-responsibility due to a violation of State Finance Law Section 139-j within four years of a determination of non-responsibility due to such a violation shall result in the offerer's being rendered ineligible to submit a proposal on or be awarded any procurement contract for any governmental entity subject to the provisions of State Finance Law Section 139-j for a period of four years from the date of the second determination of non-responsibility.

l. Upon making any determination of non-responsibility or ineligibility under this Section 4, the Corporation shall notify the New York State Office of General Services so that the offerer that is the subject of such determination will be included in the list of all offerers who have been determined to be non-responsible or ineligible, which list is published on the Office of General Services' website and is publicly available.

5. Required Contractual Provisions

Each procurement contract awarded by the Corporation shall contain (a) a certification by the offerer that all information provided to the Corporation with respect to State Finance Law Section 139-j is true, complete and accurate; and (b) a provision authorizing the Corporation to terminate the contract in the event such certification is found to be intentionally false or intentionally incomplete.

6. Procurement Record

a. The Corporation shall maintain a procurement record with respect to the procurement and the ultimate award of contracts thereunder. The procurement record shall contain such documents as evidence the material decisions made and approach taken in the procurement process, including, without limitation, the following:

i. a full copy of the solicitation document(s) and all addenda thereto;
ii. a copy of all questions and answers made available to offerers;
iii. copies of all proposals submitted in response to the solicitation;

iv. all records of contacts, Offerer Disclosure of Prior Non-Responsibility Determinations and Offerer Affirmation of Understanding of and Agreement pursuant to State Finance Law Section 139-j made or submitted in accordance with said Section of the State Finance Law;

v. all complaints to the General Counsel made pursuant to this policy; all records of the General Counsel with respect to any investigation into any allegation of a knowing and willful violation of the provisions of this policy and the State Finance Law Section 139-j regarding permissible contacts and all determinations made pursuant to such investigation;

vi. all determinations of responsibility or non-responsibility and other documentation of evaluations by or on behalf of the Corporation of responses to the solicitation;

vii. a statement describing the basis for any action taken to terminate the procurement contract because of a false, incomplete or inaccurate certification of compliance with or other violation of State Finance Law Section 139-j.

b. All documents comprising the procurement record shall be subject to disclosure in accordance with the provisions of the Freedom of Information Law and any other applicable law.

7. Miscellaneous

a. Complaints or other notices to the General Counsel of the Corporation regarding the implementation of this policy shall identify the solicitation with respect to which the complaint or notice is being submitted; the entity conducting the procurement at issue; and the nature of the complaint or notice, and should be submitted to the General Counsel of ESDC at the following address, for further forwarding, if necessary:

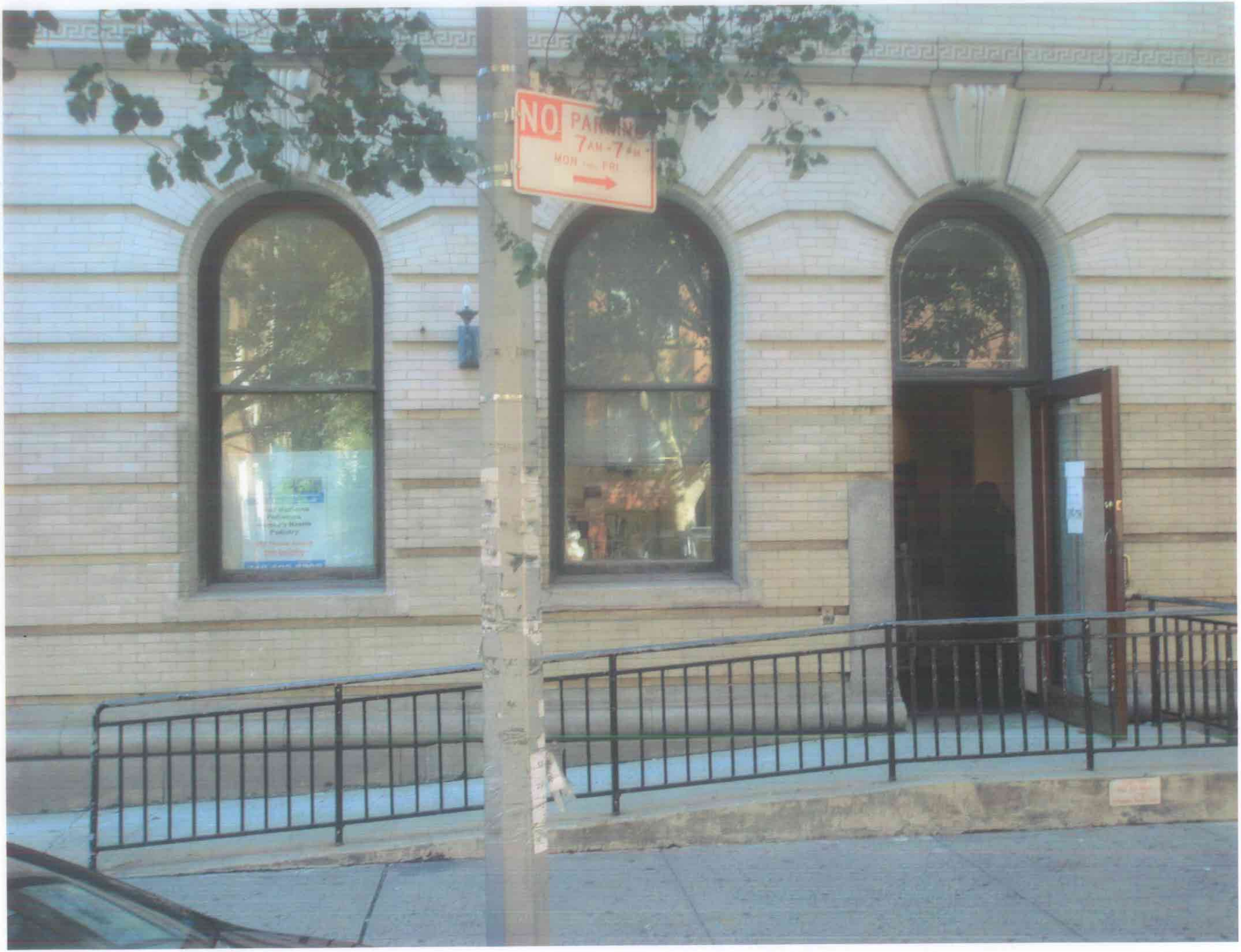
General Counsel
Empire State Development Corporation
633 Third Avenue
New York, NY 10017

b. This policy is adopted pursuant Sections 139-j and 139-k of the State Finance Law. Nothing in this policy shall be construed as limiting the application of this law. In the event of a conflict between the provisions of this policy and the provisions of State Finance Law Sections 139-j and 139-k, the provisions of said Law shall govern.

EXHIBIT D – PROPERTY PHOTOS

ONE WAY

ONE WAY


NO PARKING
7AM-7PM
MON-FRI

SUNY DOWNSTATE
UNIVERSITY HOSPITAL
OF BROOKLYN
EXIT

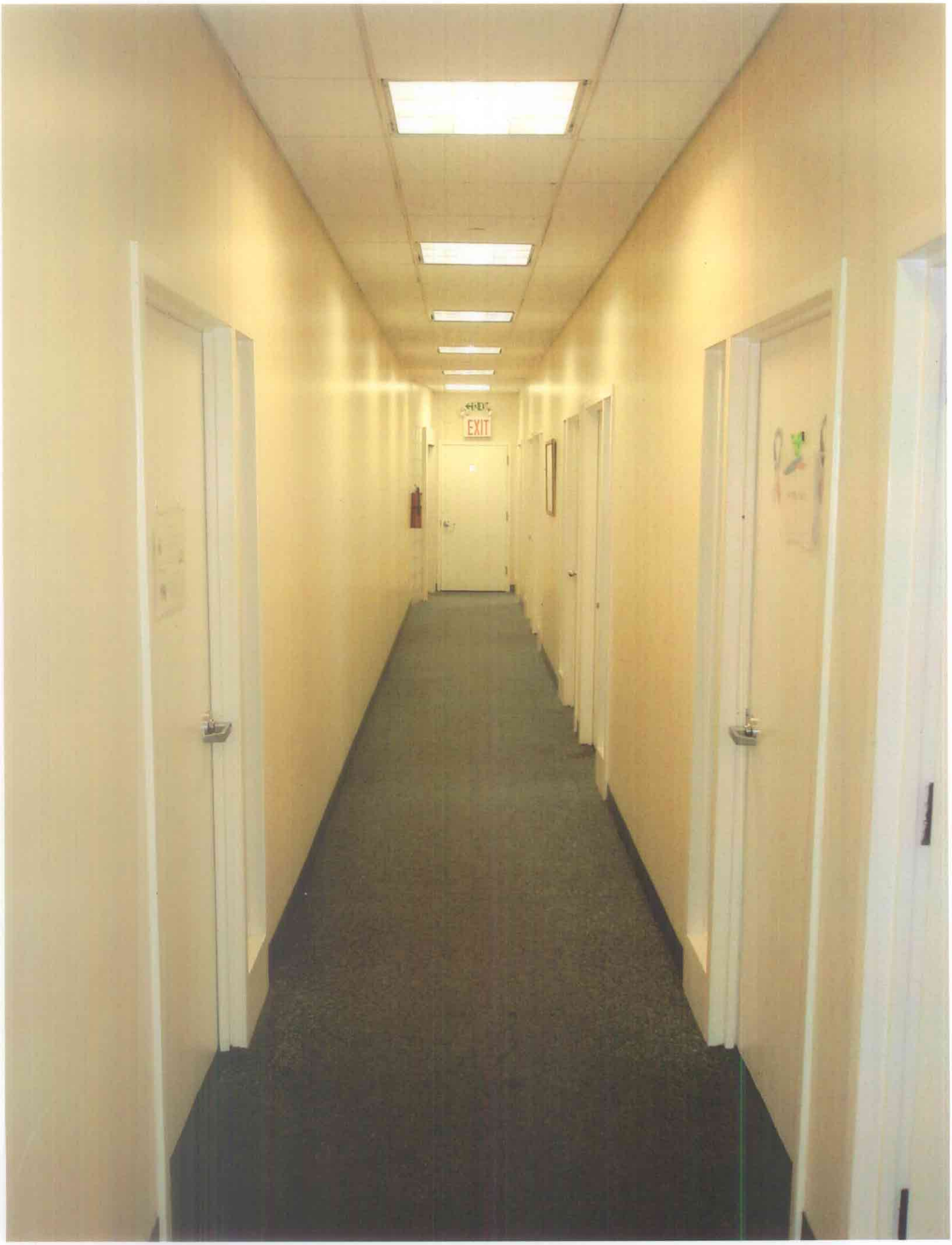
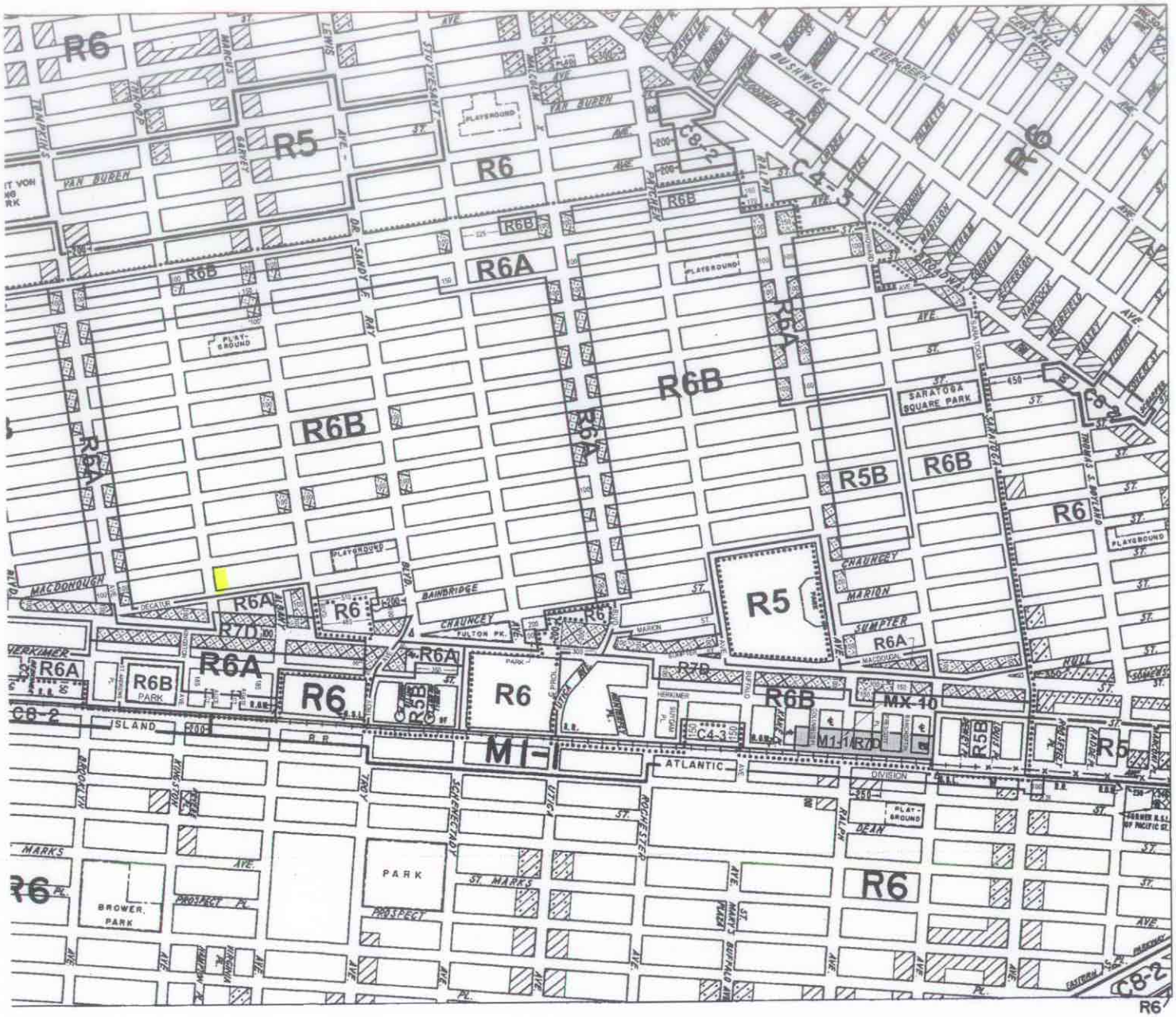

EXIT

EXHIBIT E – PROPERTY MAPS



ZONING MAP

THE NEW YORK CITY PLANNING COMMISSION

Major Zoning Classifications:

The number(s) and/or letter(s) that follows an **R**, **C** or **M** District designation indicates use, bulk and other controls as described in the text of the Zoning Resolution.

R – RESIDENTIAL DISTRICT

C – COMMERCIAL DISTRICT

M – MANUFACTURING DISTRICT

SPECIAL PURPOSE DISTRICT
The letter(s) within the shaded area designates the special purpose district as described in the text of the Zoning Resolution.

AREA(S) REZONED

Effective Date(s) of Rezoning:

10-29-2007 C 070447 ZMK

Special Requirements:

For a list of lots subject to CEQR environmental requirements, see APPENDIX C.

For a list of lots subject to "D" restrictive declarations, see APPENDIX D.

For Inclusionary Housing designated areas on this map, see APPENDIX F.

MAP KEY

12d	13b	13d
16c	**17a**	17c
16d	17b	17d

N

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ZONING MAP **17a**

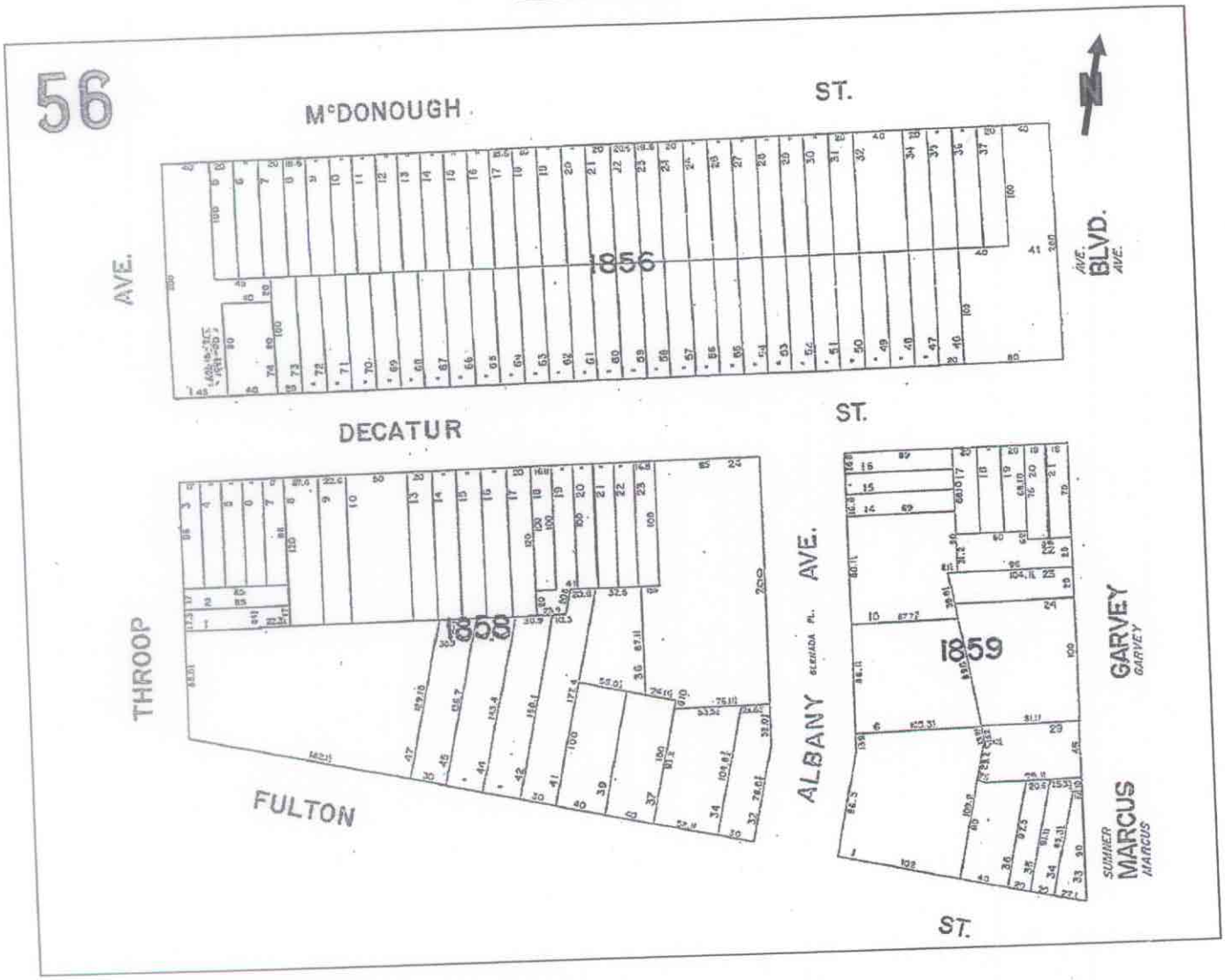
C1-1 C1-2 C1-3 C1-4 C1-5 C2-1 C2-2 C2-3 C2-4 C2-5

NOTE: Where no dimensions for zoning district boundaries appear on the zoning maps, such dimensions are determined in Article VII, Chapter 6 (Location of District Boundaries) of the Zoning Resolution.

NOTE: Zoning information as shown on this map is subject to change. For the most up-to-date zoning information for this map, visit the Zoning section of the Department of City Planning website: **www.nyc.gov/planning** or contact the Zoning Information Desk at (212) 720-3291.

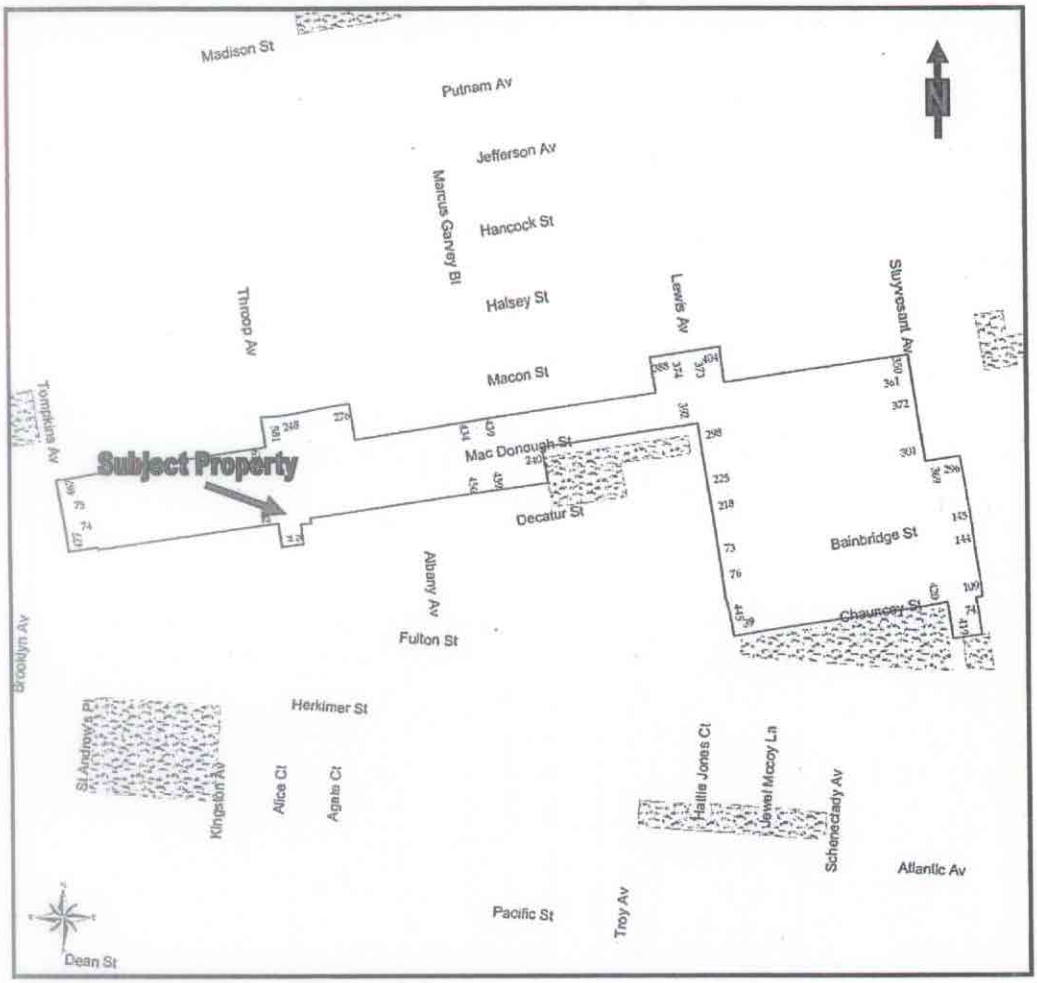
NEIGHBORHOOD MAP

PLOT PLAN


56
McDONOUGH
ST.
N
AVE.
1856
AVE.
BLVD.
AVE.
DECATUR
ST.
THROOP
1858
FULTON
ALBANY
AVE.
1859
GARVEY
GARVEY
SUMNER
MARCUS
MARCUS
ST.

STUYVESANT HEIGHTS HISTORIC DISTRICT MAP

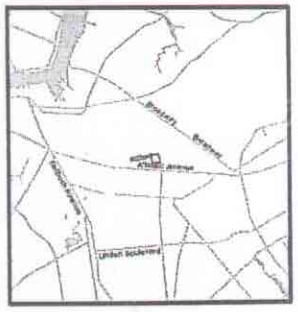
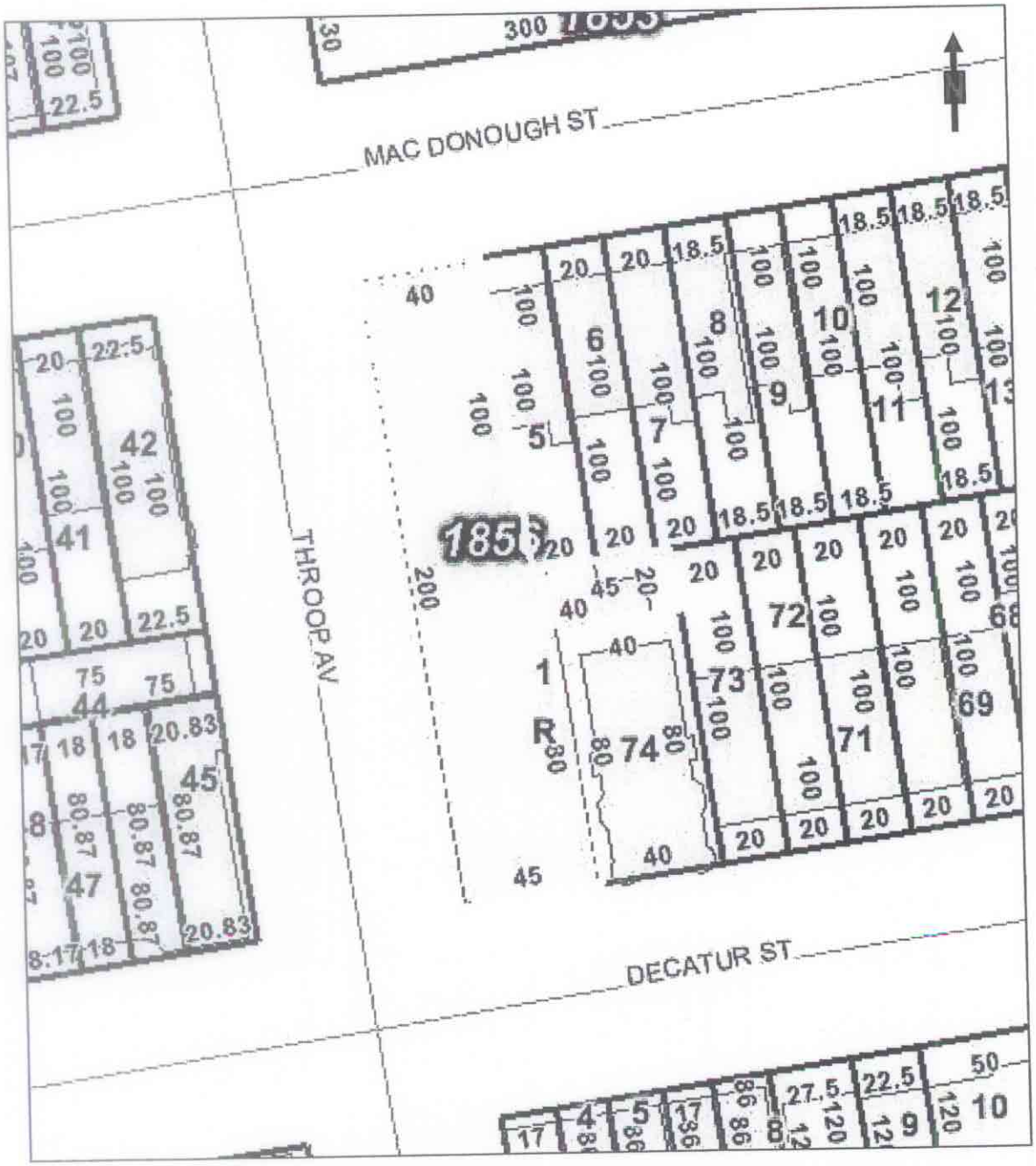
Stuyvesant Heights



Stuyvesant Heights
Historic District
Brooklyn

Designated: September 14, 1971

Historic District Boundaries



TAX MAP