

**EXHIBIT A**

## COMMUNITY BENEFITS PROGRAM

1. **Purpose.** The purpose of this Community Benefits Program for the Kingsbridge National Ice Center in the Kingsbridge Armory on West Kingsbridge Road in the Northwest Bronx is to provide for a coordinated effort between the Coalition and Developer to maximize the benefits of the Project to the Northwest Bronx community and for the community to support the Project. This Community Benefits Program is agreed to by the Parties in connection with, and as a result of, the Cooperation Agreement to which it is attached. This Community Benefits Program will, among other things, provide living wage jobs; targeted local hiring and contracting; provide community space for the Northwest Bronx community; advocate green practices; provide local procurement and technical assistance for small local businesses; and provide residents of the Northwest Bronx priority access to the Project.

2. **Definitions.** As used in this Community Benefits Program, the following capitalized terms shall have the respective meanings set forth in this Section 2. All definitions include both the singular and plural form. Any capitalized term not specifically defined herein shall have the respective meaning set forth in the Cooperation Agreement.

“**ADA**” shall mean the Americans with Disabilities Act of 1990, as amended.

“**Agency**” shall have the meaning set forth in the Cooperation Agreement.

“**Big Box**” shall mean any establishment that operates at multiple locations through a chain or franchise arrangement and that would occupy more than twenty thousand (20,000) square feet at the Project site (including supercenters, superstores, megastores, supermarkets and any chains or franchises thereof). Notwithstanding the foregoing, retailers and operators who are primarily engaged in ice sports are excluded from this definition.

“**CB5**” shall have the meaning set forth in Section 6(c).

“**CB6**” shall have the meaning set forth in Section 6(c).

“**CB7**” shall have the meaning set forth in Section 6(c).

“**CB8**” shall have the meaning set forth in Section 6(c).

“**City**” shall have the meaning set forth in the Cooperation Agreement.

“**Coalition**” shall have the meaning set forth in the Cooperation Agreement.

“**Community Advisory Council**” shall mean a working group of community representatives to assist with the implementation of this Community Benefits Program, address environmental concerns, and facilitate ongoing dialogue with Developer. The Community Advisory Council shall consist of eleven (11) individual members to be selected as follows: the Council Member for District 14 shall have the right to designate three (3) members, the Chair of CB7 shall have the right to designate three (3) members, the NWBCCC shall have the right to

designate three (3) members, and Developer shall have the right to designate one (1) member. The remaining one (1) member shall be an “at large” seat filled by an individual not currently appointed to CB7 as of Effective Date or at time of selection, designated by the Chair of CB7. Members of the Community Advisory Council shall serve for no more than four (4) years in the aggregate. The party who has the right to designate a member to the Community Advisory Council may remove any of its members of the Community Advisory Council at any time for cause or without cause, and/or may fill any of its vacancies on the Community Advisory Council, per above composition, arising at any time and from any cause. Any member of the Community Advisory Council may resign from office at any time. Such resignation must be made in writing and will take effect at the time specified therein, and if no time be specified, at the time of its receipt by the Coalition. The acceptance of a resignation by the Coalition will not be necessary to make it effective. The corporate governance of the Community Advisory Council shall be collectively determined by its members with the intention that the Community Advisory Council shall be a cooperative and inclusive organization whose mission and objective is consistent with the mission and objective of the Cooperation Agreement and the Project.

“**Coalition Representatives**” shall have the meaning set forth in the Cooperation Agreement.

“**Community Space**” shall have the meaning set forth in the Cooperation Agreement.

“**Contractor**” shall have the meaning set forth in the Cooperation Agreement.

“**Cooperation Agreement**” shall mean the Cooperation Agreement between Developer and the Coalition, to which this Community Benefits Program is attached.

“**CPI**” shall mean the Consumer Price Index for All Urban Consumers, All Items (New York-Northern New Jersey-Long Island, NY-NJ-CT-PA) as reported by the United States Department of Labor, Bureau of Labor Statistics.

“**Demap**” shall mean converting space for urban renewal and construction or property development to enhance public safety by discontinuing unimproved streets.

“**Developer**” shall have the meaning set forth in the Cooperation Agreement.

“**Discounted Rate**” shall have the meaning set forth in Section 3(b).

“**Effective Date**” shall have the meaning set forth in the Cooperation Agreement.

“**Employer**” shall mean any person, corporation, venture, partnership or other entity with one or more employees that conducts any portion of its operations at the Project site, or provides any services within or for the Project. Employers may include, but are not limited to, Developer, lessees, sub-lessees, business owners, landowners, Tenants and Contractors at the Project.

“**FLSA**” shall mean the Fair Labor Standard Act of 1938, as amended.

“**Foundation Sports Program**” shall have the meaning set forth in Section 14.

**“Full Time”** shall mean those employees designated by Developer as “Full-Time” and who work at least twenty five (25) hours work per week and shall include paid time off and healthcare benefits. Employees working thirty-two (32) hours or more for Developer shall be considered “Full-Time” according to this definition.

**“Funding Corrective Action Plan”** shall have the meaning set forth in Section 7(d).

**“Green Action Plan”** shall have the meaning set forth in Section 8(b).

**“Green Practices”** shall mean the practice of creating structures and using processes that are environmentally responsible and resource-efficient throughout the life-cycle of a development, including buildings, from siting to design, construction, operation, maintenance, renovation and deconstruction. Green Practices expand and complement the classical building design concerns of economy, utility, durability and comfort.

**“Green Space”** shall mean any piece of land that is partly or completely covered with grass, trees, shrubs, or other vegetation, including parks, community gardens and cemeteries.

**“Hiring Corrective Action Plan”** shall have the meaning set forth in Section 6(d).

**“Ice Rink”** shall have the meaning set forth in Section 13.

**“Initial Revenue Contribution”** shall have the meaning set forth in Section 3(c).

**“Initial Contribution”** shall have the meaning set forth in Section 3(a).

**“LEED”** shall mean Leadership in Energy and Environmental Design.

**“List of Procured Goods and Services”** shall have the meaning set forth in Section 10(c).

**“Living Wage”** shall have the meaning set forth in Section 4(a).

**“Local Action Hiring Plan”** shall have the meaning set forth in Section 7(c).

**“Local Businesses”** shall mean any business with a primary business operation or address in the borough of the Bronx, City of New York and at least fifty-one percent (51%) of whose employees are residents of the borough of the Bronx, New York City and are employed Full Time.

**“Local Procurement Plan”** shall have the meaning set forth in Section 10.

**“M/WBE”** shall mean any business that is at least fifty-one percent (51%) owned, controlled and operated by US citizen(s) or permanent resident(s) who are member(s) of a designated minority group(s) including members of the minority groups set forth in Schedule 2(a) or a woman or women. Such business must have a real and substantial presence in the City, which means that it must either be located in the City or in one of the following counties: Nassau, Putnam, Rockland, Suffolk or Westchester counties in New York or Bergen, Hudson or Passaic counties in New Jersey. Businesses located outside the City must have a significant tie to the City’s business community (e.g. have derived at least twenty-five percent (25%) of its gross

receipts from business conducted in the City, possess a license issued by the City) in accordance with New York State Executive Law Article 15-A, 5NYCRR, Part 140-144. M/WBEs count as either minority or female-owned businesses, but not both.

“**NWBCCC**” shall have the meaning set forth in the Cooperation Agreement.

“**Off Peak Weekday Time**” shall mean the hours between 9 a.m. and 3 p.m. on non-holiday weekdays.

“**Party**” shall have the meaning set forth in the Cooperation Agreement.

“**Peak Weekday Time**” shall mean the hours between 3 p.m. and 11 p.m. on non-holiday weekdays.

“**Peak Weekend Time**” shall mean the hours between 7 a.m. and 11 p.m. on holidays and weekends.

“**Peak Time**” shall mean Peak Weekday Time and Peak Weekend Time.

“**Previously Incarcerated Individual**” shall mean any rehabilitated individual who has completed all sentencing requirements associated with the previous commission of crimes and who is meeting all applicable conditions of probation or parole, but excluding those individuals convicted of violent crimes, sexual offenses or crimes against minors.

“**Procurement Corrective Action Plan**” shall have the meaning set forth in Section 10(c).

“**Project**” shall have the meaning set forth in the Cooperation Agreement.

“**Revenue Contribution**” shall have the meaning set forth in Section 3(c).

“**Run Rate Contribution**” shall have the meaning set forth in Section 3(b).

“**Small Business Incubator**” shall mean any entity that provides services to new businesses with approximately three (3) to five (5) employees, which shall be housed within the Community Space.

“**Sustainability Coordinator/LEED Consultant**” shall have the meaning set forth in Section 8(a).

“**Targeted Job Applicants**” shall have the meaning set forth in Section 6(a).

“**Targeted Population**” shall mean individuals who are (a) recipients of public assistance, (b) Previously Incarcerated Individuals, (c) disabled, (d) veterans, (e) youths (age seventeen (17) and younger), (f) seniors (age sixty (60) and older), and (g) members of the minority groups.

“**Tenant**” shall have the meaning set forth in the Cooperation Agreement.

“**Underemployed**” shall mean an individual at least eighteen (18) years old who is

currently employed in a job paying less than Living Wage and/or regularly scheduled to work less than Full Time.

“**Unemployed**” shall mean an individual at least eighteen (18) years old who is unemployed, not on temporary lay-off status, and is ready, able and willing to work.

“**ULURP**” shall have the meaning set forth in the Cooperation Agreement.

“**USGBC**” shall have the meaning set forth in Section 8(k).

“**Wetlands**” shall mean in general, lowland areas, including marshes or swamps, that are saturated with moisture, especially when regarded as the natural habitat of wildlife.

3. Developer Contributions. Upon approval and funding of the Project:

(a) Initial Contribution. Developer shall contribute to the Coalition (through a to-be-formed trust or cash management type of account) eight million dollars (\$8,000,000) in funds (and pay within ten (10) days of receipt “draw” requests from the Coalition) or in-kind services (the “**Initial Contribution**”) to be used as follows:

(i) Developing and building-out the Community Space and provide, or hire Contractors to provide, services in connection with such development, including conducting environmental studies, designing and engineering, purchasing equipment for the Community Space, making improvements to the Community Space, including making capital or expense expenditures inside the Project and in the immediate vicinity;

(ii) Creating an annual ten thousand dollars (\$10,000) renewable energy scholarship fund for residents of the Northwest Bronx to learn to install, maintain and, after appropriate accreditation and licensing, can operate Developer’s geothermal and/or solar power systems, if any, to be awarded throughout the duration of this Community Benefits Program;

(iii) Developing a Small Business Incubator in accordance with the good faith requests of the Community Advisory Council;

(iv) Hiring staff to commence operations within the Small Business Incubator space;

(v) Providing two hundred fifty thousand dollars (\$250,000) to the Coalition for the purpose of establishing and administering a grant program for Local Businesses which grants are to be used to make capital improvements to the properties of such Local Businesses; and

(vi) Making other capital improvements to the Project as requested by the Community Advisory Council.

Developer shall provide such services or hire such Contractors and shall use diligent efforts, in good faith, to ensure that such services, whether provided by Developer or by a Contractor, are provided at competitive prices, as determined by the Community Advisory Council in its sole, good faith discretion. Developer also shall use diligent efforts, in good faith, to ensure that all amounts spent by Developer pursuant to this Section 3(a) are separately invoiced and accounted for to the Community Advisory Council. In addition, within ten (10) days of receipt of any invoice from the Coalition, Developer shall reimburse the Coalition for all reasonable fees and out-of-pocket expenses incurred by the Coalition during construction of the Project and development of the Community Space. Developer shall make all diligent efforts, in good faith, to ensure that the Community Space construction is completed in the same timeframe as the Project and that the Community Space is ready for occupancy when the Project opens.

(b) Run Rate Contribution. Each year after the Project opens and throughout the duration of this Community Benefits Program, Developer shall contribute an additional value of one million dollars (\$1,000,000) as in-kind services per year, (the “**Run Rate Contribution**”), (starting January 1st each year, except for the first year in which the amount will be pro-rated based on the number of months left in the year from the date the Project opens). The Run Rate Contribution shall increase annually based upon the CPI. The Run Rate Contribution shall be used by the Coalition to purchase in-kind services from Developer, including (i) access and use of the Project and Ice Rinks in accordance with Section 13 to residents of the Northwest Bronx at a discounted rate equal to the applicable rate charged to other not-for-profit organizations, if such rate exists, that use the Project (the “**Discounted Rate**”) for similar use of the Project, (ii) converting Ice Rinks for alternative uses by the Coalition; (iii) access and use of non-Ice Rink space within the Project, including classrooms; (iv) free and/or discounted tickets for seniors, and students and low income families and (v) out-of-pocket expenses of Developer for technical assistance and monitoring program described in Sections 3(d)(i) and (ii). The scheduling, timing, scope, eligibility of participants and all other aspects of the above in-kind services shall be determined in consultation between the Coalition and Developer. Notwithstanding the foregoing sentence, Developer shall make no efforts to frustrate the Coalition’s ability to use the annual in-kind services. The Parties agree that this is an annual credit (that does not accrue from year to year) and any remainder left in any given year is forfeited if not spent by year’s end. The Coalition shall not expend more than fifteen percent (15%) of the annual Run Rate Contribution in any calendar month and not more than thirty percent (30%) of the annual Run Rate Contribution in any calendar quarter.

(c) Revenue Contribution. Commencing on the first full calendar year after the Project opens and throughout the duration of this Community Benefits Program, Developer shall pay, in a manner the Community Advisory Council recommends, in its sole, good faith discretion, one percent (1%) of the annual gross ice rink rental revenue up to twenty-five million dollars (\$25,000,000) plus two percent (2%) of annual gross ice rink rental revenue exceeding twenty-five million dollars (\$25,000,000) (the “**Revenue Contribution**”). The Parties agree that this is an annual credit (that does not accrue from year to year) and any remainder left in any given year is forfeited if not spent by year’s

end. The annual Revenue Contribution shall be paid to the Coalition, by check or funds transfer on or prior to January 30th of the ensuing year. For the period beginning when the Project opens and ending on December 31 of such year, Developer shall pay to the Coalition, by check or funds transfer to Urban Justice Center's Attorney Trust Account, two hundred and fifty thousand dollars (\$250,000) (the "**Initial Revenue Contribution**"). To the extent that the Initial Revenue Contribution is greater than or less than the Revenue Contribution that would have been payable by Developer for such period, the Revenue Contribution payable for the first full calendar year after the Project opens shall be adjusted upward or downward, as applicable, by the difference between the Initial Revenue Contribution and the required Revenue Contribution for such period.

(d) Other Contributions. Developer shall be obligated, at its own cost and expense, except as otherwise noted below, to do the following:

(i) Technical Assistance. Make all diligent efforts, in good faith, where economically feasible to provide technical assistance to small Local Businesses, including any such Businesses with three (3) to five (5) employees, not-for-profit and faith-based organizations, who may sell goods or services to the Project, including uniform customizers and retailers, restaurants, sneaker and sporting goods retailers (the reasonable out-of-pocket costs, if any, which have been approved by the Community Advisory Council for this technical assistance, shall be credited against the Run Rate Contribution, as noted in Section 3(b));

(ii) Monitoring Program. Make all diligent efforts, in good faith, where economically feasible to set up a mentoring program to assist small Local Businesses to improve their operations so they can become more efficient and effective at providing goods and services to the Project (reasonable out-of-pocket costs, if any, which have been approved by the Community Advisory Council in advance for this monitoring program, shall be credited against the Run Rate Contribution, as noted in Section 3(b));

(iii) Internet Access. Provide free wireless internet access throughout the Project to visitors to the Project and small Local Businesses based or located therein;

(iv) ADA Compliance. Make all diligent efforts, in good faith, where economically feasible to ensure that the Project is ADA compliant, including the Community Space, provided, however, that it shall be the responsibility of the Community Advisory Council to ensure ADA compliance, to the extent feasible, within the Community Space; and

(v) Community Programs. Make best efforts to support community programs, including health, college and job fairs, holiday bazaars, and other festivals.

4. Living Wages.

(a) Developer shall pay all of its employees (whether full-time or part-time, temporary or regular) and independent contractors a minimum living wage of ten dollars (\$10.00) per hour if health insurance benefits are provided, or eleven dollars and fifty cents (\$11.50) per hour if health insurance benefits are not provided (the “**Living Wage**”); provided that health insurance benefits are not available to independent contractors through the entity hiring such independent contractor. Employers, excluding Contractors who deliver items to the Project or who organize, host or promote events at the Project on a one-off basis (i.e., not Full-Time), shall pay their respective employees and independent contractors at least the Living Wage; and Developer shall make this requirement part of any contract or agreement with any such entity. The Living Wage shall increase annually based upon the CPI. Any employee or independent contractor covered by this Section 4 shall have third party beneficiary rights to enforce this provision against the Developer.

(b) Each Employer shall comply with all applicable FLSA and New York Labor Law provisions and regulations (including those governing overtime, wage payment and deductions from wages, as well as those governing union organizing activities). Upon receipt of written notice from the Coalition of an Employer’s failure to comply with such provisions and regulations, the Employer shall be in material breach of this Community Benefits Program provided that such Employer shall have thirty (30) days to cure any such failure from the date of receipt of any such written notice. Developer shall use diligent efforts, in good faith, to ensure that all Employers, Tenants and Contractors operating businesses or performing services at or for the Project (whether during the construction of the Project or its operation) shall comply with the FLSA and the New York Labor Law; and Developer shall make this requirement part of any contract or agreement with any such entity.

(c) Any employee or independent contractor covered by this Section 4 who is not paid the Living Wage shall have a cause of action against the Developer to enforce the terms contained in this Section 4, and shall be entitled to actual , pre-judgment interest and attorneys’ fees if successful in its cause of action.

5. Hiring and Training.

(a) At least twenty percent (20%) of the total employees employed by Developer during the first two (2) years of operation of the Project shall work Full Time and at least forty percent (40%) of the total employees employed by Developer shall work Full Time during all other years of operation of the Project. With respect to each Employer, Developer shall also use diligent efforts, in good faith, to ensure that at least twenty percent (20%) of the total employees employed by such Employer during the first two (2) years of operation of the Project shall work Full Time and at least forty percent (40%) of the total employees employed by such Employer shall work Full Time during all other years of operation of the Project; and Developer shall make this requirement part of any contract or agreement with any such entity.

(b) Developer shall engage the best in class hiring, referral and training agencies to identify and train qualified employees from the Bronx and New York City, with a priority to local residents. Any fees associated with the services provided by such agencies shall be paid for separately by Developer. Developer's use of such agencies will be monitored and reviewed at least annually by the Community Advisory Council. Six (6) months prior to Project opening date, Developer shall work with designated representatives from the Coalition, as well as organizations designated by the Coalition, which may include HIRE NYC and/or other local agencies, to develop workforce development of Targeted Job Applicants.

(c) Developer shall make all diligent efforts, in good faith, where economically feasible to establish a sports management curriculum and program in partnership with local colleges (Lehman College, Bronx Community College, Monroe College, etc.).

(d) Throughout the duration of this Community Benefits Program, each Employer shall adhere to the following reporting and recordkeeping requirements:

(i) Reporting. On a quarterly basis, each Employer shall notify the Community Advisory Council of the number of Full Time Employees employed by such Employer during the prior quarter and the total number of employees employed by such Employer during the prior quarter. Each Employer shall submit to the Community Advisory Council annual aggregate reports detailing the employment of Full Time employees employed at the Project. Each Employer shall retain those records for seven (7) years subsequent to reporting them to the Community Advisory Council. The Community Advisory Council may, upon reasonable request, review such records during the period they are being maintained to ensure ongoing compliance with this Community Benefits Program.

(ii) Recordkeeping. Each Employer shall retain records for at least seven (7) years sufficient to report compliance with this Community Benefits Program. To the extent allowed by law, and upon reasonable request, such records shall be made available to the Community Advisory Council for inspection. Such records may be redacted so that individuals are not identified by name and so that other confidential information, such as social security numbers, is excluded.

6. Local Hiring of Targeted Job Applicants.

(a) Purpose. The purpose of this Section 6 is to facilitate the customized training and employment of Targeted Job Applicants at the Project. “**Targeted Job Applicants**” include, but are not limited to, the Underemployed, the Unemployed, and individuals from the Targeted Population living in designated areas surrounding the Project as set forth in Schedule 6(a). This Section 6 establishes (i) a mechanism whereby Targeted Job Applicants will receive job training in the precise skills requested by Employers, and (ii) a non-exclusive system for referral of Targeted Job Applicants to Employers as potential jobs become available.

(b) Throughout the duration of this Community Benefits Program, each Employer shall adhere to the following reporting and recordkeeping requirements:

(i) Reporting. On a quarterly basis, each Employer shall notify the Community Advisory Council of the number, by job classification, of Targeted Job Applicants hired by such Employer during the prior quarter and the total number of employees and independent contractors hired by such Employer during the prior quarter. Each Employer shall submit to the Community Advisory Council annual aggregate reports detailing the employment of Targeted Job Applicants at the Project. Each Employer shall retain those records for seven (7) years subsequent to reporting them to the Community Advisory Council. The Community Advisory Council may, upon reasonable request, review such records during the period they are being maintained to ensure ongoing compliance with this Community Benefits Program.

(ii) Recordkeeping. Each Employer shall retain records for at least seven (7) years sufficient to report compliance with this Community Benefits Program, including records of referrals resulting from this Community Benefits Program, job applications, and number of Targeted Job Applicants hired. To the extent allowed by law, and upon reasonable request, such records shall be made available to the Community Advisory Council for inspection. Such records may be redacted so that individuals are not identified by name and so that other confidential information, such as social security numbers, is excluded.

(c) Throughout the duration of this Community Benefits Program, each Employer shall employ at least fifty-one percent (51%) of its employees from the Targeted Job Applicants; and each Employer shall make this requirement part of any contract or agreement with any third party that will operate a business at or provide services for the Project. Targeted Job Applicants shall be hired in the following order of priority. It is agreed to by the Parties that should a Targeted Job Applicant be hired and subsequently move out of the Bronx, that such Target Job Applicant shall still count towards the aforementioned fifty-one percent (51%) requirement for a period of up to one (1) year from the date of such Target Job Applicant's move.

(i) First Priority. Residents of the following geographic areas: all of Bronx Community Board 7 (“**CB7**”), Bronx Community Board 5 (“**CB5**”) and Bronx Community Board 8 (“**CB8**”) within half a mile of the Kingsbridge Armory, who are Underemployed, Unemployed, or individuals from the Targeted Population.

(ii) Second Priority. Residents of the following geographic areas: CB5, Bronx Community Board 6 (“**CB6**”) and CB8 within one mile of the Kingsbridge Armory, who are Underemployed, Unemployed, or individuals from the Targeted Population.

(iii) Third Priority. All other residents of the Bronx.

(d) Failure to Meet Requirements. In the event an Employer fails to meet the hiring requirements set forth in Section 6(c) during any six (6) month period, the Community Advisory Council may require such Employer to provide reasons it has not met the applicable requirement and the Community Advisory Council may determine whether such reasons are adequate so as to not pursue any remedy set forth herein or otherwise available. Such Employer's failure to pursue a remedy shall not constitute a waiver of any right of the Community Advisory Council. If the reason provided by such Employer is determined to be inadequate by the Community Advisory Council, such Employer shall develop as quickly as practicable (but in any event within two (2) weeks of such Employer's failure to achieve the requirements set forth in Section 6(c) for any six (6) month period) and provide to the Community Advisory Council for review, a corrective action plan (the "**Hiring Corrective Action Plan**") which outlines the steps such Employer will take during the six (6) months following such Employer's failure to achieve the requirements set forth in Section 6(c) to remedy such failures. If such Employer fails to provide timely a Hiring Corrective Action Plan or fails to take the steps set forth in such Hiring Corrective Action Plan in a timely manner, the Community Advisory Council can seek the following remedies, in addition to any other remedy at law or in equity: (a) cause such Employer to engage in a Hiring Corrective Action Plan developed by the Community Advisory Council; and/or (b) if such Employer fails to complete such Hiring Corrective Action Plan for a year, either the Community Advisory Council or each Organization of the Coalition may seek any additional remedy available at court or in equity, including specific performance.

7. Local Contracting in Project Construction. Contractors performing construction services at the Project shall make all diligent efforts, in good faith, to ensure the following:

(a) During construction of the Project and for each development phase of the Project, each Employer shall make all diligent efforts, in good faith, to ensure at least twenty-five percent (25%) of its employees are individuals from the Targeted Population and shall award twenty-five percent (25%) of the funds spent on employees performing construction of the Project to M/WBE businesses located in the Bronx; and each Employer makes this requirement part of any contract or agreement with any third party that will operate its business at or provide services to the Project.

(b) Each Employer provides the Community Advisory Council with a list of specialized positions and training opportunities projected to be required for construction of the Project. Each Employer updates such list on a quarterly basis after the Effective Date until construction of the Project is substantially complete as determined by the Community Advisory Council in its sole good faith discretion.

(c) Each Employer drafts a local hiring action plan (the "**Local Action Hiring Plan**") that will outline how it will achieve the level of local hiring set forth in Section 7(a). Each Employer presents the Local Action Hiring Plan to the Community Advisory Council at least six (6) months before construction of the Project commences. If the Community Advisory Council has any objections or questions, it must raise such objections or questions at least four (4) months before construction of the Project

commences. Upon receipt of any such objections or questions, each Employer must make modifications to the Local Action Hiring Plan at least two (2) months before construction of the Project commences.

(d) In the an Employer fails to meet the funding requirements set forth in Section 7(a) during any six (6) month period, the Community Advisory Council may require such Employer to provide reasons it has not met the applicable requirement and the Community Advisory Council may determine whether such reasons are adequate so as to not pursue any remedy set forth herein or otherwise available; provided that failure to pursue a remedy shall not constitute a waiver of any right of the Community Advisory Council. If the reason provided by such Employer is determined to be inadequate by the Community Advisory Council, such Employer shall develop as quickly as practicable (but in any event within two (2) weeks of such Employer's failure to achieve the requirements set forth in Section 7(a) for any six (6) month period) and provide to the Community Advisory Council for review, a corrective action plan (the "**Funding Corrective Action Plan**") which outlines the steps such Employer will take during the six (6) months following such Employer's failure to achieve the requirements set forth in Section 7(a) to remedy such failures. If such Employer fails to provide timely a Funding Corrective Action Plan or fails to take the steps set forth in such Funding Corrective Action Plan in a timely manner, the Community Advisory Council can seek the following remedies, in addition to any other remedy at law or in equity: (a) cause such Employer to engage in a Funding Corrective Action Plan developed by the Community Advisory Council; and/or (b) if such Employer fails to complete such Funding Corrective Action Plan for a year, either the Community Advisory Council or each Organization of the Coalition may seek any additional remedy available at court or in equity, including specific performance.

8. Greening the Project.

(a) Green Consulting. Developer shall retain a U.S. Green Building Council member (the "**Sustainability Coordinator/LEED Consultant**") to provide sustainability coordination on all aspects of the Project, including the five (5) following distinct areas of planning, design and construction: sustainable site development; water efficiency; energy and atmosphere efficiency; materials and resources; and indoor environmental quality.

(b) Green Action Plan. Developer shall collaborate on a green action plan (the "**Green Action Plan**") with a minimum of three (3) and a maximum of five (5) representatives from the Coalition's green working group as well as the Project's designers, technical personnel, operations directors(s) and suppliers to achieve environmental sustainability requirements specified in Sections 8(i) and (j) and set targets in all areas of manufacturing, if any, production, procurement and service, to continuously improve environmental impact throughout the life of the Project. Developer shall make all diligent efforts, in good faith, to ensure that all of its employees and Contractors as well as all Employers and Tenants operating businesses or providing services at the Project will be trained properly on the Green Action Plan, particularly the specific practices relating to such employee's, Contractor's, Employer's or Tenant's area of responsibility. Such trainings shall be updated regularly, and provided no less frequently than on an annual

basis. The Green Action Plan shall be updated on a continual basis by Developer and the Coalition to make all diligent efforts, in good faith, to ensure applicable environmental requirements are met. The Parties shall work in good faith to develop the initial Green Action Plan within one hundred and eighty (180) days of the Effective Date of the Cooperation Agreement.

(c) Green Jobs. Each Employer shall provide healthy working conditions for all employees and Contractors; and Developer shall make this requirement part of any contract or agreement with any such entity. Developer shall hire Targeted Job Applicants to implement environmental standards and practices specified within LEED and the Green Action Plan.

(d) Healthy Eating. Developer shall make best efforts to contract with Local Businesses for the supply of healthy foods and to discourage the sale of sugary drinks, deep fat fried and highly processed food at the Project. In conjunction with the New York Academy of Science, or another third party healthy eating specialist, Developer will provide programming for local athletes, their guests and families and other visitors to the Project to understand healthy eating, and provide a nutrition information booth in the food court of the Project to inform athletes and other visitors to the Project about the health benefits and drawbacks of the foods for sale at the Project.

(e) Green Space and Wetlands. Developer shall make best efforts to avoid damaging in any manner or form Green Space and/or Wetlands as a result of construction of the Project or its operation.

(f) Water. In addition to offering filtered tap water free to visitors, Developer also shall provide a sufficient number of reusable water bottles at nominal cost and water filling stations so that at least a majority of the visitors to the Project shall have adequate access to such reusable water bottles and such filling stations, and Developer shall provide a reusable water bottle to each participant in a program at the start of the season.

(g) Waste Management. During construction of the Project and its operations, Developer shall provide a comprehensive waste management program including composting, recycling, and reusing waste at the Project.

(h) Education. Developer shall display placards educating visitors about the Project's various green initiatives.

(i) LEED. Developer will achieve LEED Silver for major renovation building standard, according to the LEED 2009 v3 Silver Status, or any successor status; provided, however, Developer shall make best efforts to achieve LEED 2009 v3 Gold Status. Regardless of whether the Project achieves LEED 2009 v3 Gold Status, Developer shall perform the following:

(i) Sustainable Site Credit 4: Alternative Transportation: Incentivize public transportation and other alternatives to car travel. Free or discounted parking for electric vehicles, and other incentives to encourage other

environmentally friendly methods of transportation. Provide onsite bike racks and changing rooms.

(ii) Work with the Community Advisory Council to fundraise and promote awareness of asthma, asthma-causing pollutants and potential mitigating factors.

(iii) Provide employees with discounts on public transportation.

(iv) Promote public transit to Project by providing applicable directions on the Project's website and other marketing materials.

(v) Energy & Atmosphere Credit 5: Measurement and Verification: If feasible, train local individuals to measure and verify impact of emissions reduction and other green practices, and provide periodic reports as required in LEED and the Green Action Plan.

(vi) Material & Resources Credit 1: Building Reuse: In addition to remediating hazardous or deteriorating conditions, maintain existing building structure.

(vii) Materials & Resources Credit 2: Construction Waste Management: Minimize contributions to landfills by redirecting recovered resources.

(viii) Materials & Resources Credit 5: Regional Materials and Sustainable Purchasing: Beyond materials permanently installed, prioritize sustainable purchasing for ongoing consumable goods including healthy local food.

(ix) Indoor Environmental Quality Credit 2: Indoor Air Quality Best Management Practices: Monitor the delivery of fresh, outdoor air into the Project in accordance with LEED Outdoor Air Delivery Monitoring Standards and maximize indoor air quality with proper ventilation, humidity and mold control inside the Project. Developer shall use best practices, if feasible, including elements such as green walls or other methods to mitigate pollution resulting from building practices and vehicular use.

(x) Innovation in Design Credit 2: LEED Accredited Professional: At least one (1) principal of the Project development team shall be a LEED Accredited Professional, and Developer shall provide annually at least one (1) two thousand five hundred dollars (\$2,500) scholarship to a LEED Accreditation Program to certify a local resident.

(j) Additional LEED Requirements. Developer shall make all diligent efforts, in good faith, to do the following items, provided that such items are attainable and financially feasible in the context of obtaining financing for the Project, as determined by the Developer in its sole discretion:

(i) Sustainable Sites Credit 5.2: Maximize Open Space: Create a pedestrian hardscape or vegetated space on the ground and/or roof to ensure twenty percent (20%) of the Project site area is undeveloped (has no buildings or other built structures) and is accessible to the public, including Green Space, schoolyards, playgrounds, public seating areas, public plazas and vacant lots.

(ii) Sustainable Sites Credit 6: Stormwater Management: Maximize rainwater and grey-water capture for use in ice rinks, landscape irrigation, toilet and urinal flushing and custodial uses. Previous paving and/or vegetated roofs will promote infiltration. Developer shall also integrate native plants and stormwater management into streetscape improvements in the immediate vicinity of the Project with input from the Community Advisory Council, in consultation with the Bronx Botanical Gardens and other local environment groups. Developer shall develop sidewalk paving and streetscaping furnishing plans for the entire block bounded by Kingsbridge Road, Reservoir Avenue, West 195th Street and Jerome Avenue.

(iii) Water Efficiency Credit 1: Water Efficient Landscaping: Harvest rainwater where permissible.

(iv) Energy & Atmosphere Credit 2: On-Site Renewable Energy: Install and use geothermal heating and cooling if geologically possible, with the possible addition of solar photovoltaic panels. Solar photovoltaic panels to be used as an alternative or in addition to other heating and cooling processes.

(v) Energy & Atmosphere Credit 3: Enhanced Commissioning: Hire New York City expert(s) to document building energy performance according to LEED Energy & Atmosphere standards throughout the life of the Project.

(vi) Energy & Atmosphere Credit 4: Enhanced Refrigerant Management: Use heating, ventilation and air cooling and ice industry best practices, prioritizing geothermal and non-toxic refrigerants.

(vii) Energy & Atmosphere Credit 6: Green Power: Utilize predictable purchasing of large quantities of energy to stimulate local production of clean energy by purchasing green power.

(viii) Materials & Resources Credit 4: Recycled Content: Prioritize the use of recycled, renewable and reduced-emissions materials during construction of the Project and its operation. The use of biodegradable packaging will be required, where feasible and practical, of Employers, Tenants and Contractors operating businesses or providing services at the Project, available through a bulk purchasing agreement through Developer.

(ix) **Indoor Environmental Quality Credit 5: Indoor Chemical & Pollutant Source Control:** Using non-toxic chemicals, where feasible and practical, non-ozone depleting refrigerants in building and ice-maintenance.

(k) USGBC Guidelines. The Sustainability Coordinator/LEED Consultant, pursuant to the U.S. Green Building Council (the “USGBC”) guidelines, will register the project with the Green Building Certification Institute, which administers the certifications for the USGBC. Sustainability Coordinator/LEED Consultant is expected to provide descriptions of the specific tasks to be implemented by various members of the project team and outline the type of documentation necessary to submit to the USGBC in connection with the LEED application. It is the responsibility of the Sustainability Coordinator/LEED Consultant and or Developer to register the project with the USGBC, prepare submittals for credit rulings and submit the LEED certification application. During the application process, all communications with USGBC should be through the Sustainability Coordinator/LEED Consultant, who is required to respond and submit requested additional information.

(l) LEED Awareness. The Sustainability Coordinator/LEED Consultant shall participate in pre-bid and bid meetings to confirm that the Contractors are aware of LEED 2009 v3 Silver and Gold Status requirements. During all phases of the project, the Sustainability Coordinator/LEED Consultant shall review both design and construction activities to determine that the Project is proceeding in accordance with LEED 2009 v3 Silver and Gold requirements, including the examination of all LEED submittals, products and construction practices. Inasmuch as the LEED certification process begins well before the commencement of construction of the Project, Developer shall employ a construction manager during the preconstruction phase of the Project to coordinate, manage and build the Project. Such construction manager shall maintain deficiency and corrective action logs, conduct inspections and maintain regular communications with Contractors regarding LEED certification issues. It is the responsibility of such construction manager to collect all construction phase documentation necessary for the LEED certification process preconstruction, during construction, and post-construction.

(m) Green Practices. Contractors shall perform their work in accordance with Green Practices including those associated with the LEED 2009 v3 Silver Rating System, except as otherwise stated above, and in a manner consistent with Developer’s goal of attaining LEED 2009 v3 Gold Certification for the Project. Developer and any partners to the Project shall submit intermediate documents monthly, during construction of the Project, quarterly for one (1) year after construction of the Project is completed, and yearly thereafter, for review by the Sustainability Contractor/LEED Consultant, in order to ensure construction of the Project is following the agreed upon LEED 2009 v3 Gold Certification.

(n) Green Building Laws. Developer is responsible for surveying existing federal, state, and local green building laws and represents that it shall keep all Employers, Tenants and Contractors as well as the Coalition and the Community Advisory Council informed of any such new laws, changes in law, or LEED Certification updates that could adversely affect the Project. If any applicable federal, state, or local law is passed with

respect to Green Practices, or LEED Certification is updated, Developer is responsible for complying with all changes in such law.

9. Building Aesthetics/Signage.

(a) Developer shall make all diligent efforts, in good faith, to (i) ensure that building aesthetics reflect the culture of the Northwest Bronx; (ii) display local artwork, designers, and appropriate signage; and (iii) work in partnership with the Bronx Museum of the Arts, or other arts or cultural organization selected by the Community Advisory Council, to achieve a suitable interior design plan.

(b) Developer shall prohibit all alcohol and tobacco sponsorships or advertisements at the Project.

(c) Developer shall provide the Community Advisory Council with reasonable access to free advertising space on Project signage to meet the reasonable, good faith requests, where economically feasible, of the Community Advisory Council including electronic signage, advertising on the website of the Project and of Developer, and other public communications.

10. Local Procurement. The purpose of this Section 10 is to facilitate the development, implementation, and monitoring of a local procurement plan (the “**Local Procurement Plan**”) that achieves the Local Business procurement targets identified in this Section 10. This Section 10 identifies (i) the local procurement goals to be satisfied by Developer, (ii) the requirements of the Local Procurement Plan that will be developed, and (iii) the terms for the failure to meet procurement goals or to fulfill appropriate actions identified in the Local Procurement Plan.

(a) Each Employer shall:

(i) Following completion of construction of the Project, award procurement contracts and form partnerships with Local Businesses according to the following priorities:

(A) First priority to Local Businesses complying with Green Practices.

(B) Second priority to all other Local Businesses.

(C) Third priority to non-Local Businesses complying with Green Practices.

(ii) make all diligent efforts, in good faith, to ensure at least fifty-one percent (51%), but in no event shall less than twenty-five percent (25%), of total procurement to come from Local Businesses.

(iii) make all diligent efforts, in good faith, to ensure at least fifty-one percent (51%), but in no event shall less than twenty-five percent (25%), of total procurement to come from M/WBE businesses.

(iv) make all diligent efforts, in good faith, to ensure at least fifty-one percent (51%), but in no event shall less than twenty-five percent (25%), of concessions and catering needs of the Project be covered by Local Businesses, including restaurants.

(b) Developer shall develop the Local Procurement Plan with appointed representatives from Coalition, and other organizations selected by Community Advisory Council, at least six (6) months prior to the procurement of goods and services for the Project. Developer shall appoint a senior procurement official to develop and lead implementation of the Local Procurement Plan. Such appointee shall subsequently meet on a quarterly basis with the Community Advisory Council to monitor implementation of the Local Procurement Plan and report on progress toward local procurement minimums and goals identified in this Section 10.

(c) Local Procurement Plan. The Local Procurement Plan shall include the following:

(i) Development. (A) *Identification of goods and services procured for the Project*. Six (6) months after commencement of construction of the Project, each Employer shall produce a list of goods and services it has procured and intends to procure in connection with the Project (the “**List of Procured Goods and Services**”) to the Community Advisory Council. (B) *Funding to assess local business capacity*. Six (6) months after commencement of construction of the Project, Developer shall conduct a survey to (1) assess Local Business capacity to provide goods and services to the Project, and (2) identify activities that would support Local Business development to reach the local procurement minimums and goals identified in this Section 10. Appointed senior procurement officials will agree to meet regularly to develop a Local Procurement Plan in accordance with this Section 10. The frequency for reporting will be determined in accordance with the Local Procurement Plan, but shall not be less than quarterly.

(ii) Implementation Activities. Each Employer shall fulfill implementation activities identified in the Local Procurement Plan. Such implementation activities must include, but are not limited to: targeted outreach to Local Businesses and M/WBE in advance of solicitation for goods and services purchased by the Project and training in the purchasing management system used by such Employer.

(iii) Monitoring. Each Employer shall provide information and results towards local procurement with respect to the Local Procurement Plan on a quarterly basis to the Community Advisory Council. The Community Advisory Council reserves the right to also appoint an independent monitoring agency to

assess progress towards meeting minimums and targets identified in the Local Procurement Plan.

(d) Each Employer shall provide the Community Advisory Council with an updated List of Procured Goods and Services on a quarterly basis until completion of construction of the Project, as determined by the Community Advisory Council in its sole good faith discretion, and then on an annual basis for the duration of this Community Benefits Program.

(e) If an Employer fails to meet the targeted procurement numbers set forth in Section 10(a), or fails to fulfill implementation and monitoring activities identified in the Local Procurement Plan, during any reporting period, such Employer shall develop as quickly as practicable (but in any event within two (2) weeks of such Employer's failure to achieve the requirements set forth in Section 10(a) for any reporting period) and provide to the Community Advisory Council for review, a corrective action plan (the "**Procurement Corrective Action Plan**") which outlines the steps such Employer will take during the six (6) months following such Employer's failure to achieve the requirements set forth in Section 10(a) to remedy such failures. If such Employer fails to provide timely a Procurement Corrective Action Plan or fails to take the steps set forth in such Procurement Corrective Action Plan in a timely manner, the Community Advisory Council can seek the following remedies, in addition to any other remedy at law or in equity: (a) cause such Employer to engage in a Procurement Corrective Action Plan developed by the Community Advisory Council; and/or (b) if such Employer fails to complete such Procurement Corrective Action Plan for a year, either the Community Advisory Council or each Organization of the Coalition may seek any additional remedy available at court or in equity, including specific performance.

(f) Developer shall join any business improvement district as required by applicable federal, state or local law.

(g) In order to encourage visitors to the Project to support Local Businesses, including restaurants, Developer shall not lease space to or contract with (i) any chain fast food stores or vendors, including McDonald's or Burger King, (ii) any Big Box stores, to locate in or establish any operations at the Project site, or (iii) any supermarkets.

11. Community Space Lease. Developer shall enter into a triple-net lease agreement with the Coalition, or its designee, which shall provide the Coalition with the exclusive use and occupancy of the Community Space for a period of ninety-nine (99) years after completion of the Project for an annual rent of one dollar (\$1) per year, payable annually or the entire amount in advance at the option of the Coalition. The lease shall contain terms and conditions satisfactory to the Coalition and Developer. The Coalition shall have reasonable access to the Community Space prior to the date the Project opens to inspect and ensure construction has commenced and that the space is ready for occupancy when the Project opens. The Community Advisory Committee in its sole good faith discretion shall designate community space usage through consensus.

12. Priority Access to the Project and the Ice Rinks.

(a) Developer shall provide students and families of students of Bronx public schools priority access, with priority given to Bronx Title 1 schools, and not-for-profit, 501(c)(3) tax exempt after-school programs, with first priority given to such programs located in the Bronx, at Discounted Rates, if any, the cost of which shall be deducted from the annual Run Rate Contribution, to one or more Ice Rinks during Peak Weekday Time and Off Peak Weekday Time according to the following hours:

(i) At least six (6) hours per day of Peak Weekday Time;

(ii) At least six (6) hours per day of Peak Weekend Time; and

(iii) At least six (6) hours per day of Off Peak Weekday Time (e.g. if Market Rate is one hundred dollars (\$100) per hour for Off Peak Weekday Time used by Bronx Title 1 schools multiplied by thirty (30) hours per week (five (5) hours per day) multiplied by forty (40) weeks equals utilization of \$120,000 worth of credits).

The applicable hours of Peak Weekday Time, Peak Weekend Time and Off-Peak Weekday Time, as the case may be, shall be determined by the Parties based on good faith negotiations between them.

For purposes of this Section 13, an Ice Rink (“**Ice Rink**”) shall mean a full sheet of ice, for one (1) hour, and one (1) hour includes fifty (50) minutes of use, and ten (10) minutes to clean and repair the ice. Priority Access shall include access to changing, equipment storage, and other public amenities generally provided to market rate customers of the Project.

(b) Developer shall make best efforts to monitor access to the Project and portions thereof, including the Ice Rinks, by gender in order to ensure equal access to genders.

(c) Developer shall guarantee, at direction of Community Advisory Council, that it will convert one or more Ice Rinks for alternative uses, including basketball tournaments, for a minimum of twelve (12) days per year, or at least six (6) two-day weekends per year, at user’s expense (e.g. at a Market Rate of approximately ten thousand dollars (\$10,000) per day plus conversion cost of approximately two thousand five hundred dollars (\$2,500) or twelve (12) days a year at ten thousand dollars (\$10,000) per day plus twelve (12) times twenty five hundred dollars (\$2,500) equals one hundred and fifty thousand dollars (\$150,000), the cost of which conversion and Market Rate rental shall be deducted from the Run Rate Contribution). Developer shall work, in good faith, with the Community Advisory Council to ensure that all residents of the Northwest Bronx are granted access to the Ice Rinks for such alternative uses.

13. Foundation Sports Program. Developer shall provide necessary funding to develop an outreach program (a “**Foundation Sports Program**”) in connection with Bronx Title 1 public schools. Developer shall make all diligent efforts, in good faith, to ensure that eighty percent

(80%) of all participants in the Foundation Sports Program are residents of the Bronx from Title 1 schools. The Community Advisory Council shall recommend and Developer will appoint one (1) Coalition Representative to serve on the board of directors of the Foundation Sports Program. The rental of Ice Rinks for such Foundation Sports Program is to be provided from the Run Rate Contribution.

14. New School Construction. If selected to develop the properties along 195th Street (currently owned and controlled by New York State), Developer shall make all diligent efforts, in good faith, to pursue an application and seek approval to demap the area surrounding 195th Street to provide for the building of a school and shall agree to provide up to one hundred thousand dollars (\$100,000) in funds and apply for Demapping under a subsequent ULURP.

15. Implementation through Relevant Contracts. Where this Community Benefits Program requires an entity to impose responsibilities on another party, such entity shall ensure that any relevant contracts: (i) impose such responsibilities on the other party; (ii) require such party to impose such responsibilities on subcontractors or other parties involved in the Project through the contract in question; and (iii) state with regard to such responsibilities imposed on any such parties that the Coalition and its Organizations are intended third party beneficiaries with enforcement rights. Any entity that imposes an obligation required by this Community Benefits Program on another entity shall, in event of failure by that other entity to comply with such obligation, enforce that obligation against the other entity or terminate the contractual relationship in question.