

NOW, THEREFORE, in consideration of the premises and the mutual promises, obligations, agreements and covenants herein contained, the Parties hereto do hereby agree as follows:

1. REDEVELOPMENT ADVISOR

1.1 *Advisor Agreement.* Simultaneous with the execution hereof, the Library and the Advisor will enter into the Advisor Agreement, which Advisor Agreement will be, in form and substance, consistent with the form attached hereto as Schedule A. As set forth in the Advisor Agreement, the Advisor is to provide the Library with the following services:

1.1.1 The Advisor shall produce a valuation of the existing library site on an as-vacated basis stand-alone (a "Library Valuation"), and, based on the Library Valuation, assist the Library in the negotiation of a non-binding agreement with RXR (the "Preliminary Agreement"), pursuant to which the Library and RXR will agree on (i) a dollar amount or dollar range for the Compensation that, if provided to the Library in connection with the Joint Redevelopment and assuming all other terms to be acceptable to both parties, would represent a level of compensation at which both parties may be willing to an move to a second phase of discussions between the Library and RXR including further engagement of the Advisor and relevant professional service providers at the expense of RXR to perform a detailed needs assessment for a replacement facility for the Library including an estimated cost of said replacement facility. Any Preliminary Agreement would include an extension of the Exclusivity Period.

1.2 *No Modification of Advisor Agreement.* The Library hereby agrees not to amend, modify, terminate, extend or grant any waivers or consents under the Advisor Agreement with respect to the material and economic terms without RXR's prior written consent.

1.3 *Imprest Account.* RXR agrees to establish and maintain an imprest account for the Library's benefit under which the Library shall be entitled to withdraw money to make payments to the Advisor and, in certain limited circumstances to be mutually agreed, other third-parties. The terms of the funding and use of the imprest account will be as follows:

1.3.1 Upon the Effective Date hereof, RXR will deposit into the imprest account an amount equal to twenty-five thousand dollars and no cents (\$25,000.00) (the "Amount"). As Advisor bills the Library for its work described in Section 1.1.1 above consistent with the terms of the Advisor Agreement, the Library shall, upon reasonable prior notice to RXR with reasonable back-up, be entitled to withdraw money from the imprest account to cover the costs therefor. Notwithstanding the foregoing, at its discretion, the Library shall, upon reasonable prior notice to RXR with reasonable back-up, be entitled to withdraw up to five thousand dollars and no cents (\$5,000.00) of the Amount from the

imprest account to cover costs properly billed to the Library by legal counsel in connection with any legal work associated with either the work described in Section 1.1.1 or the negotiation of this Agreement. Reimbursable legal costs will include any costs associated with negotiation of this agreement.

1.4 *Timeline.* During the Exclusivity Period (as defined below), RXR and the Library shall work in good faith and with reasonable diligence to agree to a dollar amount or dollar range for the Compensation that, if provided to the Library in connection with the Joint Redevelopment and assuming all other terms to be acceptable to both parties, would represent a level of compensation at which both parties may be willing to move to a second phase as noted in 1.1.1.

2. EXCLUSIVITY

2.1 *Exclusivity.* In consideration for the agreements set forth herein, during the Exclusivity Period, the Library on behalf of itself and its affiliates, principals, officers, directors, managers and other representatives, shall not, directly or indirectly (i) solicit, initiate or encourage the submission of any inquiries, proposals or offers from any other person or entity relating to or including or in any way affecting the Property or the Redevelopment other than RXR and its affiliates (collectively, a “Third Party Transaction”); (ii) consider or accept any agreement, arrangement or understanding with respect to any Third Party Transaction; (iii) participate in any discussions, negotiations or other communications regarding any Third Party Transaction; (iv) furnish to any person or entity other than the Advisor, legal counsel to the Library or any other relevant advisors appointed by the Library, RXR and its representatives any information concerning the Property or the Redevelopment; (v) cooperate in any way, assist or participate in, facilitate or encourage any effort or attempt by any person or entity other than RXR or its affiliates to seek to do any of the foregoing or (vi) enter into any other transaction which has a substantially similar effect as any of the foregoing.

As used herein, “Exclusivity Period” means the period from and after the Effective Date until the date that is nine (9) months from the date on which the Library delivers an initial Library Valuation for the Library to RXR.

2.2 *Remedies.* The Library hereby agrees that money damages may not be a sufficient remedy for any breach of this Agreement by the Library, and that in addition to all other remedies which RXR may have, RXR will be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach without the requirement of posting a bond or other security.

2.3 *Termination.* If the Parties shall fail to enter into a Preliminary Agreement prior to the expiration of the Exclusivity Period, this Agreement shall terminate and be of no further force and effect. Further, if the Parties enter into a further agreement, this Agreement shall also terminate and be of no further force and effect and, thereafter, will be superseded by the terms of the new agreement. Any amounts remaining in the imprest account after all costs due Advisor or other third-parties (as noted in section 1.2) have been paid following the termination of this Agreement shall be refunded to RXR.

3. MISCELLANEOUS

3.1 *Assignment.* Neither Party shall be entitled to assign this Agreement to any person or entity without the other Party's prior written consent, other than to an affiliate under common control with such assigning Party.

3.2 *Entire Agreement; Modification.* This Agreement constitutes the entire agreement between RXR and the Library pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties hereto (whether written or oral). No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the Parties hereto.

3.3 *Governing Law.* This Agreement and the obligations of the Parties hereunder shall be construed and enforced in accordance with the laws of the State of New York, excluding any conflicts of law rule or principle which might refer such construction to the laws of another state or country. Each of the Parties hereto irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any federal or New York State court sitting in New York New York for the purposes of any litigation arising out of this Agreement or any of the transactions contemplated hereby.

3.4 *Waiver of Trial by Jury.* EACH OF THE PARTIES TO THIS AGREEMENT HEREBY WAIVES TRIAL BY JURY IN ANY ACTION ARISING OUT OF MATTERS RELATED TO THIS AGREEMENT, WHICH WAIVER IS INFORMED AND VOLUNTARY.

3.5 *Severability.* If any provision of this Agreement is held to be invalid, as applied to any fact or circumstance, such invalidity shall not affect the validity of any other provision hereof or the validity of such provision as applied to any other fact or circumstance.

3.6 *No Partnership.* Nothing herein shall constitute or be construed to be or create a partnership or joint venture between RXR and the Library.

3.7 *Further Assurances.* Each Party hereto agrees to execute any and all documents and take all actions that may be reasonably required in furtherance of the provisions of this Agreement.

3.8 *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original (including copies sent to a Party by facsimile transmission or e-mail) as against the Party signing such counterpart, but which together shall constitute one and the same instrument. Signatures transmitted via facsimile, or PDF format through e-mail, shall be considered authentic and binding.

3.9 *Confidentiality.* The Library and RXR hereby agree to keep the terms of this Agreement and the negotiations regarding a Joint Redevelopment strictly confidential (except for permitted disclosure to the Parties' respective officers, directors, affiliates,

actual and prospective financing and equity sources, agents, advisors and other representatives); provided, that (i) either Party, upon reasonable prior notice to the other, to the extent legally permissible, shall be entitled to disclose the terms of this Agreement and/or the negotiations regarding a Preliminary Term Sheet or a Joint Redevelopment Agreement if required by law and (ii) the Library shall be entitled to disclose the final agreement to the public not earlier than one (1) week prior to the meeting scheduled to agreement the agreement. This Section 3.9 shall survive the expiration or early termination of this Agreement.

3.10 *Notices.* All notices, requests, demands and other communications required to or permitted to be given under this Agreement shall be in writing and shall be conclusively deemed to have been duly given (a) when hand delivered or (b) the next Business Day after same have been deposited with a national overnight delivery service (e.g., Federal Express) for overnight delivery, in each case addressed to the Parties at the address set forth beneath their signatures hereto with proof of delivery of refusal. Any notice hereunder can be given by an attorney acting for the Party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

RXR Master Developer at New Rochelle
LLC

By: _____
Name:
Title:

c/o RXR Realty LLC
1330 Avenue of the Americas
New York, NY 10019
Attention: Seth Pinsky

and

c/o RXR Realty LLC
625 RXR Plaza
Uniondale, NY 11556
Attention: Jason Barnett
jbarnett@rxrrealty.com

[Signature Page Continues]

[Signature Page to Agreement]

New Rochelle Public Library

By: _____

Name:

Title:

[_____]

New Rochelle, NY [_____]

Schedule A

Form of Advisor Agreement

Jen McLeroy

From: Charles F. Burke <cfburke@wlsmail.org>
Sent: Friday, April 13, 2018 4:31 PM
To: Jen McLeroy
Subject: Fwd: Library-RXR Agreement
Attachments: Agreement (btwn NRPubLib and RXR) (00081228-2)-RXR 3.12.docx; Agreement (btwn NRPubLib and RXR) (00081228-2)-RXR 3.12(BL).docx

Follow Up Flag: Follow up
Flag Status: Flagged

----- Forwarded message -----

From: **Pinsky, Seth** <spinsky@rxrrealty.com>
Date: Mon, Mar 12, 2018 at 6:54 PM
Subject: Library-RXR Agreement
To: "Charles F. Burke" <cfburke@wlsmail.org>
Cc: "Wharton, Philip" <pwharton@rxrrealty.com>, "Fields, Steven" <sfields@rxrrealty.com>

Chuck,

Attached is a revised draft of the agreement, marked in the blackline against your draft. I trust this minor change is acceptable. If so, please let us know next steps.

Sincerely,

Seth

RXR

Seth Pinsky
EVP, Fund Manager

RXR Realty
75 Rockefeller Plaza Suite 1400
New York, New York 10019

212.715.6112
spinsky@rxrrealty.com
www.rxrrealty.com

Confidentiality Notice: The information contained in this e-mail and any attachments may be legally privileged and confidential. If you are not an intended recipient, you should not retain, copy or use this e-mail or any attachment for any purpose, nor disclose all or any part of the contents to any other person.

AGREEMENT

This Agreement is entered into as of the ____ day of _____, 2018 between the New Rochelle Public Library, a New York Public Library with offices at 1 Library Plaza, New Rochelle, NY 10801 (the “Library”) and RXR Master Developer at New Rochelle LLC, a Delaware limited liability company with offices at 625 RXR Plaza, Uniondale, NY 11556 (“RXR”).

INTRODUCTION

WHEREAS, the Library owns a parcel of real property at 1 Library Place in New Rochelle, New York (the “Library Property”). The Library provides services to its patrons in the building located on the Library Property; and

WHEREAS, RXR is the holder of development rights to a number of parcels of real property in the City of New Rochelle, including the parking lot located at 22 Lawton Street, New Rochelle, NY which is adjacent to the Library Property (22 Lawton Street hereinafter the “RXR Property”); and

WHEREAS, RXR is interested in developing the Library Property in conjunction with the RXR Property; and

WHEREAS, the Library has informed RXR that it is willing to explore with RXR a potential transaction which may involve: (i) the development by RXR of the Library Property in conjunction with the RXR Property; (ii) the financial compensation of the Library for the real property and/or development rights it would convey to RXR; and (iii) the construction of a new Library facility on the property(ies) where the RXR development would occur, or on a nearby property; and

WHEREAS, in order to explore the potential transaction, the Library, among other things, will require:

1. An appraisal of the fair market value of its property (the “Appraisal”), and
2. An assessment of its needs for a replacement facility, including the estimated cost of decommissioning its existing facility, constructing and fitting up a new facility, and moving into and starting up a new facility (the “Needs Assessment”). The Needs Assessment will include, among other things, an assessment of parking needs; and

WHEREAS, the Library and RXR have agreed that the Library will proceed at this time to have item “1.” above (the “Appraisal”) prepared; and that RXR will provide funds to the Library to pay the Library’s appraiser and attorney; and

WHEREAS, it is the intention of the parties that when the Appraisal is completed and reviewed by both parties, they will determine whether they wish to take the next step of agreeing on a valuation for the Library Property and having the Needs Assessment prepared.

NOW THEREFORE, the Library and RXR hereby agree as follows:

1. The Library will contract with U3 Advisors (“U3”) to provide it with the Appraisal. The agreement with U3 will contain the substantive terms set forth in the document attached hereto as Exhibit “1”.

2. Simultaneously with the execution of this Agreement, RXR will pay to the Library TWENTY THOUSAND (\$20,000.00) DOLLARS (the “Appraisal Funds”) to be used by the Library to pay for the Appraisal. The Appraisal Funds will be used by the Library to pay U3 at the times when payments are due to U3 as provided in Exhibit “1”. If the total amount due to U3 from the Library for the Appraisal is less than TWENTY THOUSAND (\$20,000.00) DOLLARS, the balance will be refunded by the Library to RXR.

3. Simultaneously with the execution of this Agreement, RXR will pay to the Library an additional FIVE THOUSAND (\$5,000.00) DOLLARS for use by the Library to pay its attorneys for services in relation to this Agreement. If the Library’s attorney fees for services in relation to this agreement are less than FIVE THOUSAND (\$5,000.00) DOLLARS, the balance will be refunded by the Library to RXR.

4. In consideration of RXR paying the aforementioned TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS, the Library agrees to a “Standstill Period” regarding the Library Property during which the Library will not do any of the following with any potential acquirer of rights in the Library Property: solicit, discuss, provide information or enter into any agreement or term sheet regarding any potential sale or development related to the Library Property or any portion thereof. The Standstill Period is for a period of time commencing on the date hereof and terminating nine (9) months after the delivery of the Appraisal by the Library to RXR.

5. It is the intention of the parties that when the Appraisal has been reviewed by both parties they will discuss valuation and decide whether they wish to execute a “Step Two Agreement” under the terms of which: (i) the parties would agree upon the dollar valuation or range of dollar valuation which would be used in formulating a potential future “Final Agreement” between the parties, (ii) the Library would agree to engage a professional(s) to assist it in preparing a Needs Assessment, (iii) RXR would fund the cost of the Needs Assessment and legal fees related to the “Step Two Agreement” (subject to RXR’s reasonable approval over such costs) and (iv) the Standstill Period would be extended. The Step Two Agreement would not bind the parties to enter into a subsequent agreement.

6. The parties agree that neither party will be bound by the U3 valuation. It will be used by the parties for information purposes, and they are each free to disagree with it.

7. The parties agree that they are in no way bound to enter into a Step Two Agreement. Either party, in its sole discretion, may terminate discussions if the parties do not agree during the initial Standstill Period on a valuation or range of valuation and the other terms of a Step Two Agreement. In such event, neither party shall have any further rights or obligations with respect to the other party or the other party's property.

8. Neither party may assign its rights with respect to this Agreement.

9. The parties agree that, to the extent permitted by law, the Appraisal and their discussions regarding a dollar valuation will be held confidential (and thus, will not be disclosed to any parties other than their respective attorneys, advisors, affiliates, officers, directors, investors, agents and other representatives) until the sooner of (1) the entering into of a Step Two Agreement, or (2) the end of the initial Standstill Period.

10. This Agreement constitutes the entire agreement between RXR and the Library pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties hereto (whether written or oral). No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the Parties hereto.

11. Nothing herein shall constitute or be construed to be or create a partnership or joint venture between RXR and the Library.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

New Rochelle Public Library

By: _____

Name:

Title:

RXR Master Developer at New Rochelle LLC

By: _____

Name:

Title: Authorized Person

Jen McLeroy

From: Charles Burke Jr. <charles.f.burke.jr@gmail.com>
Sent: Friday, April 13, 2018 4:39 PM
To: Jen McLeroy
Subject: Fwd: FW: Library MOU
Attachments: Agreement with Library 11-11-15.pdf; RDRXR MoU_revised 2.1.docx

Follow Up Flag: Follow up
Flag Status: Flagged

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From: **Burke, Charles** <Charles.Burke@morganstanley.com>
Date: Wed, Nov 11, 2015 at 11:55 AM
Subject: FW: Library MOU
To: Chuck Burke <charles.f.burke.jr@gmail.com>

From: Gregory Merchant [mailto:gmerchant@idp-ltd.com]
Sent: Wednesday, November 11, 2015 11:26 AM
To: Burke, Charles (IM)
Cc: Haina Just-Michael; Tom Geoffino
Subject: Library MOU

Hi Chuck,

There was a small change to the version of the MOU I sent you yesterday. The attached agreement reflects that change. Please disregard the previous version and use this one. Thanks.

All the best,

Greg

Gregory A. Merchant

President and CEO

Investment Design Properties, Ltd.

455 Main Street, Suite 101

New Rochelle, NY 10801

(p) 914-633-3100

(m) 914-391-5550

(f) 914-633-3214

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AGREEMENT

AGREEMENT (this “Agreement”) dated as of November __, 2015 (the “Effective Date”) by and between RDRXR at New Rochelle LLC, a Delaware limited liability company (“RDRXR”) and the New Rochelle Public Library (the “Library”).

RECITALS

WHEREAS, the Library owns that certain property and the improvements located thereon at 1 Library Plaza, New Rochelle, New York (the “Property”);

WHEREAS, the City of New Rochelle has appointed RDRXR as the master developer of certain areas in downtown New Rochelle NY (the “Downtown Overlay Zone”), which areas include the Property;

WHEREAS, the Library is exploring a potential redevelopment within the Downtown Overlay Zone in a manner consistent with the potential new zoning, which may result in either improvements to the existing library or construction of a new library on or near the existing location (the “Redevelopment”);

WHEREAS, RDRXR, as master developer, is also exploring potential redevelopments within the Downtown Overlay Zone; and

WHEREAS, the Library and RDRXR desire to enter into this agreement in connection with the exploration of a potential joint redevelopment project between the Library and RDRXR (a “Joint Redevelopment”).

NOW, THEREFORE, in consideration of the premises and the mutual promises, obligations, agreements and covenants herein contained, the parties hereto do hereby agree as follows:

1. REDEVELOPMENT ADVISOR

1.1 *RFP.* The Library shall prepare a request for proposals (an “RFP”) for the Library to retain a consultant and advisor (an “Advisor”) to advise it on its current and future space needs and to assist in the negotiation, structuring and evaluation of a potential agreement with RDRXR with respect to the Redevelopment. Prior to sending the RFP to third parties, the Library shall deliver a copy of the RFP to RDRXR for its approval, not to be unreasonably withheld. Furthermore, RDRXR agrees to provide input and comments throughout the RFP preparation process if requested by the Library. The Advisor shall have the experience and skills necessary to consult and advise the Library on the Redevelopment, including the experience and skills set forth on Schedule A attached hereto. RDRXR hereby agrees to contribute up to Five Thousand and 00/100 Dollars (\$5,000.00) towards the cost to draft, issue and evaluate the RFPs.

1.2 *Selection of Advisor.* After receipt of responses to the RFP, the Library shall regularly consult with RDRXR as it evaluates potential Advisors and agrees that it will not select an Advisor to which RDRXR has objected; provided, that RDRXR agrees

not to unreasonably object to the Advisor selected by the Library. The Library and RDRXR hereby agree to work in good faith with the Advisor to agree on a reasonable fee structure, anticipated to consist of (i) a base fee payable on a current basis for services rendered from time to time (approximately 75% of the total fees) and (ii) a success fee if RDRXR and the Library enter into a binding agreement for the Joint Redevelopment (approximately 25% of the total fees). The final material and economic terms of the agreement with the Advisor (the "Advisor Agreement") shall be subject to RDRXR's reasonable approval.

1.3 *Advisor Agreement; Imprest Account.* The Library hereby agrees not to amend, modify, terminate, extend or grant any waivers or consents under the Advisor Agreement with respect to the material and economic terms without RDRXR's prior written consent. RDRXR agrees to establish and maintain an imprest account for the Library's benefit under which the Library shall be entitled to withdraw money to make payments to the Advisor pursuant to the Advisor Agreement. The terms of the funding and use of the imprest account will be set forth in a separate agreement between the Library and RDRXR to be entered into promptly following the retention of the Advisor.

1.4 *Timeline.* RDRXR and the Library shall work in good faith and with reasonable diligence to reach an agreement on the Joint Redevelopment and to otherwise meet the timeliness set forth on Schedule B attached hereto.

2. EXCLUSIVITY

2.1 *Exclusivity.* In consideration for the agreements set forth herein, from and after the Effective Date until the Exclusivity Termination Date (as hereinafter defined), the Library on behalf of itself and its affiliates, principals, officers, directors, managers and other representatives, shall not, directly or indirectly (i) solicit, initiate or encourage the submission of any inquiries, proposals or offers from any other person or entity relating to or including or in any way affecting the Property or the Redevelopment other than RDRXR and its affiliates (collectively, a "Third Party Transaction"); (ii) consider or accept any agreement, arrangement or understanding with respect to any Third Party Transaction; (iii) participate in any discussions, negotiations or other communications regarding any Third Party Transaction; (iv) furnish to any person or entity other than the Advisor, RDRXR and its representatives any information concerning the Property or the Redevelopment; (v) cooperate in any way, assist or participate in, facilitate or encourage any effort or attempt by any person or entity other than RDRXR or its affiliates to seek to do any of the foregoing or (vi) enter into any other transaction which has a substantially similar effect as any of the foregoing. The "Exclusivity Termination Date" shall mean either (a) six (6) months from the Effective Date, if RDRXR and the Library cannot agree on the Advisor, or (b) fifteen (15) months from the Effective Date, if RDRXR and the Library cannot agree, after good faith discussions, on any material matter regarding the Joint Redevelopment after retaining the Advisor.

2.2 *Remedies.* The Library hereby agrees that money damages may not be a sufficient remedy for any breach of this Agreement by the Library, and that in addition to all other remedies which RDRXR may have, RDRXR will be entitled to seek specific

performance and injunctive or other equitable relief as a remedy for any such breach without the requirement of posting a bond or other security.

3. MISCELLANEOUS

3.1 *Assignment.* Neither party shall be entitled to assign this Agreement to any person or entity without the other party's prior written consent, other than to an affiliate under common control with such assigning party.

3.2 *Entire Agreement; Modification.* This Agreement constitutes the entire agreement between RDRXR and the Library pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties hereto (whether written or oral). No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties hereto.

3.3 *Governing Law.* This Agreement and the obligations of the parties hereunder shall be construed and enforced in accordance with the laws of the State of New York, excluding any conflicts of law rule or principle which might refer such construction to the laws of another state or country. Each of the parties hereto irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any federal or New York State court sitting in New York New York for the purposes of any litigation arising out of this Agreement or any of the transactions contemplated hereby.

3.4 *Waiver of Trial by Jury.* EACH OF THE PARTIES TO THIS AGREEMENT HEREBY WAIVES TRIAL BY JURY IN ANY ACTION ARISING OUT OF MATTERS RELATED TO THIS AGREEMENT, WHICH WAIVER IS INFORMED AND VOLUNTARY.

3.5 *Severability.* If any provision of this Agreement is held to be invalid, as applied to any fact or circumstance, such invalidity shall not affect the validity of any other provision hereof or the validity of such provision as applied to any other fact or circumstance.

3.6 *No Partnership.* Nothing herein shall constitute or be construed to be or create a partnership or joint venture between RDRXR and the Library.

3.7 *Further Assurances.* Each party hereto agrees to execute any and all documents and take all actions that may be reasonably required in furtherance of the provisions of this Agreement.

3.8 *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission or e-mail) as against the party signing such counterpart, but which together shall constitute one and the same instrument. Signatures transmitted via facsimile, or PDF format through e-mail, shall be considered authentic and binding.

3.9 *Notices.* All notices, requests, demands and other communications required to or permitted to be given under this Agreement shall be in writing and shall be conclusively deemed to have been duly given (a) when hand delivered or (b) the next Business Day after same have been deposited with a national overnight delivery service (e.g., Federal Express) for overnight delivery, in each case addressed to the parties at the address set forth beneath their signatures hereto with proof of delivery of refusal. Any notice hereunder can be given by an attorney acting for the party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

RDRXR AT NEW ROCHELLE LLC

By: Renaissance Downtowns Investors II
LLC

By: Renaissance Downtowns LLC

By: Nu-Horizons Management Corp.

By:

Name: Donald Monti
Title: President

c/o RXR Realty LLC
1330 Avenue of the Americas
New York, NY 10019
Attention: Seth Pinsky
spinsky@rxrrealty.com

and

c/o RXR Realty LLC
625 RXR Plaza
Uniondale, NY 11556
Attention: Jason Barnett
jbarnett@rxrrealty.com

and

c/o Renaissance Downtowns
9 Gerhard Road
Plainview, NY 11803
dmonti@renaissancedowntowns.com
rporter@renaissancedowntowns.com

[Signature Page Continues]

[Signature Page to Agreement]

NEW ROCHELLE PUBLIC LIBRARY

By: _____

Name:

Title:

1 Library Plaza
New Rochelle, NY 10801

Schedule A

Advisor's Experience and Skills

- General real estate expertise
- Expertise in negotiating and structuring real estate transactions
- Expertise in public-private real estate partnerships
- Space planning expertise
- Expertise in the Tri-State area
- Expertise in advising not-for-profit companies
- Experience with, and understanding of, the unique challenges and opportunities facing not-for-profit libraries

Schedule B

Timeline

- 1 month after the Effective Date – Finalize and issue RFP
- 3 months after the Effective Date – Select and retain Advisor
- 6 months after the Effective Date – Agree on scope for Redevelopment of the Property
- 9-12 months after the Effective Date – Final agreement between the Library and RDRXR on the Redevelopment of the Property

The "Exclusivity Termination Date" shall mean either (a) six (6) months from the Effective Date, if RDRXR and the Library cannot agree on the Advisor, or (b) fifteen (15) months from the Effective Date, if RDRXR and the Library cannot agree, after good faith discussions, on any material matter regarding the Joint Redevelopment (a "Deadlock") ~~prior to retaining the Advisor, or (b) fifteen (15) months from the Effective Date, if there is a Deadlock after retaining the Advisor.~~

Jen McLeroy

From: Charles Burke Jr. <charles.f.burke.jr@gmail.com>
Sent: Friday, April 13, 2018 4:40 PM
To: Jen McLeroy
Subject: Fwd: FW: Agreement with RDRXR
Attachments: Agreement with Libraryv5.doc; Agreement with Libraryv5(BL).pdf

Follow Up Flag: Follow up
Flag Status: Flagged

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From: **Burke, Charles** <Charles.Burke@morganstanley.com>
Date: Mon, Nov 23, 2015 at 8:07 PM
Subject: FW: Agreement with RDRXR
To: "charles.f.burke.jr" <charles.f.burke.jr@gmail.com>

Sent with Good (www.good.com)

-----Original Message-----

From: Fields, Steven [SFields@RXRRealty.com]
Sent: Monday, November 23, 2015 07:29 PM Eastern Standard Time
To: Burke, Charles (IM)
Cc: 'Gregory Merchant'; Pinsky, Seth; Wharton, Philip; smclean@renaissancedowntowns.com
Subject: Agreement with RDRXR

Mr. Burke, at Greg Merchant's request, I am sending you a revised draft of the MOU. Sorry for the delay in sending you the attached MOU, we revised it as quickly as we could for your board meeting. Attached are both a clean and blacklined version of the MOU reflecting the latest comments from the Board regarding selecting the Advisor.

Please do not hesitate to contact any of us should you have any questions or concerns.

Thanks.

Steven

Steven W. Fields

Vice President, Legal

625 RXR Plaza

Uniondale, New York 11556

LI 516.506.6617 | NY 212.715.6149

sfields@rxrrealty.com | www.rxrrealty.com

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New York Tri-State's Leading Real Estate Company

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RECITALS

WHEREAS, the Library owns that certain property and the improvements located thereon at 1 Library Plaza, New Rochelle, New York (the "Property");

WHEREAS, the City of New Rochelle has appointed RDRXR as the master developer of certain areas in downtown New Rochelle NY (the "Downtown Overlay Zone"), which areas include the Property;

WHEREAS, the Library is exploring a potential redevelopment within the Downtown Overlay Zone in a manner consistent with the potential new zoning, which may result in either improvements to the existing library or construction of a new library on or near the existing location (the "Redevelopment");

WHEREAS, RDRXR, as master developer, is also exploring potential redevelopments within the Downtown Overlay Zone; and

WHEREAS, the Library and RDRXR desire to enter into this agreement in connection with the exploration of a potential joint redevelopment project between the Library and RDRXR (a "Joint Redevelopment").

NOW, THEREFORE, in consideration of the premises and the mutual promises, obligations, agreements and covenants herein contained, the parties hereto do hereby agree as follows:

1. REDEVELOPMENT ADVISOR

1.1 *RFP.* The Library shall prepare a request for proposals (an "RFP") for the Library to retain a consultant and advisor (an "Advisor") to advise it on its current and future space needs and to assist in the negotiation, structuring and evaluation of a potential agreement with RDRXR with respect to the Redevelopment. Prior to sending the RFP to third parties, the Library shall deliver a copy of the RFP to RDRXR for its approval, not to be unreasonably withheld. Furthermore, RDRXR agrees to provide input and comments throughout the RFP preparation process if requested by the Library. The Advisor shall have the experience and skills necessary to consult and advise the Library on the Redevelopment, including the experience and skills set forth on Schedule A attached hereto. RDRXR hereby agrees to contribute up to Five Thousand and 00/100 Dollars (\$5,000.00) towards the cost to draft, issue and evaluate the RFPs.

1.2 *Selection of Advisor.* After receipt of responses to the RFP, the Library shall regularly consult with RDRXR as it evaluates potential Advisors and shall consider RDRXR's recommendations regarding the same. The Library and RDRXR hereby agree

to work in good faith with the Advisor to agree on a reasonable fee structure, anticipated to consist of (i) a base fee payable on a current basis for services rendered from time to time (approximately 75% of the total fees) and (ii) a success fee if RDRXR and the Library enter into a binding agreement for the Joint Redevelopment (approximately 25% of the total fees). The final material and economic terms of the agreement with the Advisor (the “Advisor Agreement”) shall be subject to RDRXR’s reasonable approval.

1.3 *Advisor Agreement; Imprest Account.* The Library hereby agrees not to amend, modify, terminate, extend or grant any waivers or consents under the Advisor Agreement with respect to the material and economic terms without RDRXR’s prior written consent. RDRXR agrees to establish and maintain an imprest account for the Library’s benefit under which the Library shall be entitled to withdraw money to make payments to the Advisor pursuant to the Advisor Agreement. The terms of the funding and use of the imprest account will be set forth in a separate agreement between the Library and RDRXR to be entered into promptly following the retention of the Advisor. Notwithstanding anything contained herein, if the Library elects to hire an Advisor to which RDRXR has made a reasonable objection, then RDRXR, upon notice to the Library, may elect (in its sole discretion) not to fund the imprest account or otherwise make any payments to the Advisor. Within ten (10) business days of RDRXR’s notice, the Library may elect to terminate this Agreement, in its sole discretion; it being agreed, for the avoidance of doubt, that the Library shall still have the right to continue the agreement with the Advisor and the Redevelopment (at the Library’s sole cost), without any exclusivity in favor of RDRXR as set forth in Section 2 below.

1.4 *Timeline.* RDRXR and the Library shall work in good faith and with reasonable diligence to reach an agreement on the Joint Redevelopment and to otherwise meet the timeliness set forth on Schedule B attached hereto.

2. EXCLUSIVITY

2.1 *Exclusivity.* In consideration for the agreements set forth herein, from and after the Effective Date until the Exclusivity Termination Date (as hereinafter defined), the Library on behalf of itself and its affiliates, principals, officers, directors, managers and other representatives, shall not, directly or indirectly (i) solicit, initiate or encourage the submission of any inquiries, proposals or offers from any other person or entity relating to or including or in any way affecting the Property or the Redevelopment other than RDRXR and its affiliates (collectively, a “Third Party Transaction”); (ii) consider or accept any agreement, arrangement or understanding with respect to any Third Party Transaction; (iii) participate in any discussions, negotiations or other communications regarding any Third Party Transaction; (iv) furnish to any person or entity other than the Advisor, RDRXR and its representatives any information concerning the Property or the Redevelopment; (v) cooperate in any way, assist or participate in, facilitate or encourage any effort or attempt by any person or entity other than RDRXR or its affiliates to seek to do any of the foregoing or (vi) enter into any other transaction which has a substantially similar effect as any of the foregoing. The “Exclusivity Termination Date” shall mean either (a) six (6) months from the Effective Date, if RDRXR and the Library cannot agree on the Advisor, (b) the date of the Library’s termination of this Agreement in accordance with Section

1.3 or (c) fifteen (15) months from the Effective Date, if RDRXR and the Library cannot agree, after good faith discussions, on any material matter regarding the Joint Redevelopment after retaining the Advisor.

2.2 *Remedies.* The Library hereby agrees that money damages may not be a sufficient remedy for any breach of this Agreement by the Library, and that in addition to all other remedies which RDRXR may have, RDRXR will be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach without the requirement of posting a bond or other security.

3. MISCELLANEOUS

3.1 *Assignment.* Neither party shall be entitled to assign this Agreement to any person or entity without the other party's prior written consent, other than to an affiliate under common control with such assigning party.

3.2 *Entire Agreement; Modification.* This Agreement constitutes the entire agreement between RDRXR and the Library pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties hereto (whether written or oral). No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties hereto.

3.3 *Governing Law.* This Agreement and the obligations of the parties hereunder shall be construed and enforced in accordance with the laws of the State of New York, excluding any conflicts of law rule or principle which might refer such construction to the laws of another state or country. Each of the parties hereto irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any federal or New York State court sitting in New York New York for the purposes of any litigation arising out of this Agreement or any of the transactions contemplated hereby.

3.4 *Waiver of Trial by Jury.* EACH OF THE PARTIES TO THIS AGREEMENT HEREBY WAIVES TRIAL BY JURY IN ANY ACTION ARISING OUT OF MATTERS RELATED TO THIS AGREEMENT, WHICH WAIVER IS INFORMED AND VOLUNTARY.

3.5 *Severability.* If any provision of this Agreement is held to be invalid, as applied to any fact or circumstance, such invalidity shall not affect the validity of any other provision hereof or the validity of such provision as applied to any other fact or circumstance.

3.6 *No Partnership.* Nothing herein shall constitute or be construed to be or create a partnership or joint venture between RDRXR and the Library.

3.7 *Further Assurances.* Each party hereto agrees to execute any and all documents and take all actions that may be reasonably required in furtherance of the provisions of this Agreement.

3.8 *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission or e-mail) as against the party signing such counterpart, but which together shall constitute one and the same instrument. Signatures transmitted via facsimile, or PDF format through e-mail, shall be considered authentic and binding.

3.9 *Notices.* All notices, requests, demands and other communications required to or permitted to be given under this Agreement shall be in writing and shall be conclusively deemed to have been duly given (a) when hand delivered or (b) the next Business Day after same have been deposited with a national overnight delivery service (e.g., Federal Express) for overnight delivery, in each case addressed to the parties at the address set forth beneath their signatures hereto with proof of delivery of refusal. Any notice hereunder can be given by an attorney acting for the party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

RDRXR AT NEW ROCHELLE LLC

By: Renaissance Downtowns Investors II
LLC

By: Renaissance Downtowns LLC

By: Nu-Horizons Management Corp.

By:

Name: Donald Monti
Title: President

c/o RXR Realty LLC
1330 Avenue of the Americas
New York, NY 10019
Attention: Seth Pinsky
spinsky@rxrrealty.com

and

c/o RXR Realty LLC
625 RXR Plaza
Uniondale, NY 11556
Attention: Jason Barnett
jbarnett@rxrrealty.com

and

c/o Renaissance Downtowns
9 Gerhard Road
Plainview, NY 11803
dmonti@renaissancedowntowns.com
rporter@renaissancedowntowns.com

[Signature Page Continues]

[Signature Page to Agreement]

NEW ROCHELLE PUBLIC LIBRARY

By: _____

Name:

Title:

1 Library Plaza
New Rochelle, NY 10801

Schedule A

Advisor's Experience and Skills

- General real estate expertise
- Expertise in negotiating and structuring real estate transactions
- Expertise in public-private real estate partnerships
- Space planning expertise
- Expertise in the Tri-State area
- Expertise in advising not-for-profit companies
- Experience with, and understanding of, the unique challenges and opportunities facing not-for-profit libraries

Schedule B

Timeline

- 1 month after the Effective Date – Finalize and issue RFP
- 3 months after the Effective Date – Select and retain Advisor
- 6 months after the Effective Date – Agree on scope for Redevelopment of the Property
- 9-12 months after the Effective Date – Final agreement between the Library and RDRXR on the Redevelopment of the Property

AGREEMENT

AGREEMENT (this "Agreement") dated as of November __, 2015 (the "Effective Date") by and between RDRXR at New Rochelle LLC, a Delaware limited liability company ("RDRXR") and the New Rochelle Public Library (the "Library").

RECITALS

WHEREAS, the Library owns that certain property and the improvements located thereon at 1 Library Plaza, New Rochelle, New York (the "Property");

WHEREAS, the City of New Rochelle has appointed RDRXR as the master developer of certain areas in downtown New Rochelle NY (the "Downtown Overlay Zone"), which areas include the Property;

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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

RDRXR AT NEW ROCHELLE LLC

By: Renaissance Downtowns Investors II
LLC

By: Renaissance Downtowns LLC

By: Nu-Horizons Management Corp.

By:

Name: Donald Monti
Title: President

c/o RXR Realty LLC
1330 Avenue of the Americas
New York, NY 10019
Attention: Seth Pinsky
spinsky@rxrrealty.com

and

c/o RXR Realty LLC
625 RXR Plaza
Uniondale, NY 11556
Attention: Jason Barnett
jbarnett@rxrrealty.com

and

c/o Renaissance Downtowns
9 Gerhard Road
Plainview, NY 11803
dmonti@renaissancedowntowns.com
rporter@renaissancedowntowns.com

[Signature Page Continues]

[Signature Page to Agreement]

NEW ROCHELLE PUBLIC LIBRARY

By: _____

Name:

Title:

1 Library Plaza
New Rochelle, NY 10801

Schedule A

Advisor's Experience and Skills

- General real estate expertise
- Expertise in negotiating and structuring real estate transactions
- Expertise in public-private real estate partnerships
- Space planning expertise
- Expertise in the Tri-State area
- Expertise in advising not-for-profit companies
- Experience with, and understanding of, the unique challenges and opportunities facing not-for-profit libraries

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Jen McLeroy

From: Charles Burke Jr. <charles.f.burke.jr@gmail.com>
Sent: Friday, April 13, 2018 4:46 PM
To: Jen McLeroy
Subject: Fwd: FW: Agreement with RDRXR
Attachments: Agreement with Libraryv3.doc

Follow Up Flag: Follow up
Flag Status: Flagged

----- Forwarded message -----

From: **Burke, Charles** <Charles.Burke@morganstanley.com>
Date: Thu, Oct 29, 2015 at 12:34 PM
Subject: FW: Agreement with RDRXR
To: Chuck Burke <charles.f.burke.jr@gmail.com>

From: Gregory Merchant [<mailto:gmerchant@idp-ltd.com>]
Sent: Tuesday, October 27, 2015 6:08 PM
To: Haina Just-Michael; Burke, Charles (IM)
Cc: tgeoffino@nrpl.org
Subject: Agreement with RDRXR

Hi Haina and Chuck,

As promised, attached is the draft agreement between the New Rochelle Public Library and RDRXR. Please confirm your receipt of the document. If you have any questions please call me.

All the best,

Greg

Gregory A. Merchant

President & CEO
Investment Design Properties, Ltd.

455 Main Street, Suite #101

New Rochelle, NY 10801

gmerchant@idp-ltd.com

(p) 914-633-3100

(m) 914-391-5550

(f) 914-633-3214

NOTICE: If you have received this communication in error, please destroy all electronic and paper copies and notify the sender immediately. Mistransmission is not intended to waive confidentiality or privilege. Morgan Stanley reserves the right, to the extent permitted under applicable law, to monitor electronic communications. This message is subject to terms available at the following link: <http://www.morganstanley.com/disclaimers>. If you cannot access these links, please notify us by reply message and we will send the contents to you. By messaging with Morgan Stanley you consent to the foregoing.

AGREEMENT

AGREEMENT (this “Agreement”) dated as of [_____] , 2015 (the “Effective Date”) by and between RDRXR LLC, a Delaware limited liability company (“RDRXR”) and [_____] (the “Library”).

RECITALS

WHEREAS, the Library owns that certain property and the improvements located thereon at [_____] , New Rochelle, New York (the “Property”);

WHEREAS, the City of New Rochelle has appointed RDRXR as the master developer of certain areas in downtown New Rochelle NY (the “Downtown Overlay Zone”), which areas include the Property;

WHEREAS, the Library is exploring a potential redevelopment within the Downtown Overlay Zone in a manner consistent with the potential new zoning, which may result in either improvements to the existing library or construction of a new library on or near the existing location (the “Redevelopment”);

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1.4 *Timeline.* RDRXR and the Library shall work in good faith and with reasonable diligence to reach an agreement on the Joint Redevelopment and to otherwise meet the timeliness set forth on Schedule B attached hereto.

2. EXCLUSIVITY

2.1 *Exclusivity.* In consideration for the agreements set forth herein, from and after the Effective Date until the date that is eighteen (18) months after execution of the Advisor Agreement, the Library on behalf of itself and its affiliates, principals, officers, directors, managers and other representatives, shall not, directly or indirectly (i) solicit, initiate or encourage the submission of any inquiries, proposals or offers from any other person or entity relating to or including or in any way affecting the Property or the Redevelopment other than RDRXR and its affiliates (collectively, a “Third Party Transaction”); (ii) consider or accept any agreement, arrangement or understanding with respect to any Third Party Transaction; (iii) participate in any discussions, negotiations or other communications regarding any Third Party Transaction; (iv) furnish to any person or entity other than the Advisor, RDRXR and its representatives any information concerning the Property or the Redevelopment; (v) cooperate in any way, assist or participate in, facilitate or encourage any effort or attempt by any person or entity other than RDRXR or its affiliates to seek to do any of the foregoing or (vi) enter into any other transaction which has a substantially similar effect as any of the foregoing.

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Agreement and/or the negotiations regarding a Joint Redevelopment (i) if required by law, subpoena or court order (upon reasonable prior notice to the other party), (ii) to the City of New Rochelle and/or any other governmental or quasi-governmental agency and/or (iii) to its respective affiliates, officers, directors, actual and prospective financing and equity sources, joint venture partners, agents, consultants and other representatives, so long as each of the foregoing persons are directed to keep such information confidential. This Section 3.9 shall survive the expiration or early termination of this Agreement.

3.10 *Notices.* All notices, requests, demands and other communications required to or permitted to be given under this Agreement shall be in writing and shall be conclusively deemed to have been duly given (a) when hand delivered or (b) the next Business Day after same have been deposited with a national overnight delivery service (e.g., Federal Express) for overnight delivery, in each case addressed to the parties at the address set forth beneath their signatures hereto with proof of delivery of refusal. Any notice hereunder can be given by an attorney acting for the party.

[SIGNATURE PAGE FOLLOWS]

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By: _____

Name:

Title:

c/o RXR Realty LLC
1330 Avenue of the Americas
New York, NY 10019
Attention: Seth Pinsky
spinsky@rxrrealty.com

and

c/o RXR Realty LLC
625 RXR Plaza
Uniondale, NY 11556
Attention: Jason Barnett
jbarnett@rxrrealty.com

and

c/o Renaissance Downtowns
9 Gerhard Road
Plainview, NY 11803
dmonti@renaissancedowntowns.com
rporter@renaissancedowntowns.com

[Signature Page Continues]

[Signature Page to Agreement]

[_____]

By: _____

Name:

Title:

[_____]

New Rochelle, NY [_____]

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Schedule B

Timeline

- 1 month after the Effective Date – Finalize and issue RFP
- 3 months after the Effective Date – Select and retain Advisor
- 6 months after the Effective Date – Agree on scope for Redevelopment of the Property
- 9-12 months after the Effective Date – Final agreement between the Library and RDRXR on the Redevelopment of the Property

Jen McLeroy

From: Gregory Merchant <gmerchant@idp-ltd.com>
Sent: Thursday, February 25, 2016 12:36 PM
To: Burke, Charles F Jr.
Subject: FW: Library

Hi Chuck,

As per your request, below is an outline that is consistent with our conversation on the conference call that you, Seth and I had. Please don't hesitate to give me a call if you need any additional information.

All the best,
Greg

Gregory A. Merchant
President and CEO
Investment Design Properties, Ltd.
455 Main Street, Suite 101
New Rochelle, NY 10801
(p) 914-633-3100
(m) 914-391-5550
(f) 914-633-3214

From: Pinsky, Seth [mailto:spinsky@RXRRealty.com]
Sent: Thursday, February 25, 2016 11:38 AM
To: 'Gregory Merchant' (gmerchant@idp-ltd.com)
Cc: Sean McLean (smclean@renaissancedowntowns.com); Wharton, Philip
Subject: Library

Per your request, I believe that this is generally consistent with the conversation we had with Chuck a couple of days ago:

1. Step 1: HR&A will, at a very high level and very quickly, provide the library with an "order of magnitude estimate" for what a new library would cost.
2. Step 2: Simultaneous with Step 1, HR&A will quickly provide a valuation estimate for the library site.
3. Step 3: Immediately following Steps 1 and 2, HR&A and RDRXR will engage in negotiations to see if the parties can come to an agreement on a transaction term sheet, providing high level agreement on library site valuation, timing for transaction and library move, party responsibilities w/r/t new library, site of new library, etc.
- Step 4: If Step 3 results in a signed term sheet, HR&A to engage in detailed planning exercise to determine with specificity scope of new library, preliminary designs, etc.
- Step 5: Simultaneous with Step 4, parties negotiate contract.
- Step 6: Sign contract.

With respect to paying HR&A, RDRXR would provide the library with \$75k to pay HR&A for Steps 1-3. If a term sheet is signed, HR&A would get an additional \$8,333 (the remaining 10% of their payment) also provided by RDRXR -- this would be RDRXR's maximum all-in contribution to the library until a transaction is

consummated. Thereafter, the library would cover costs associated with Steps 4-6, with these costs to be covered at closing out of the proceeds of the sale of the site. However, if the library can get HR&A to provide the services in Steps 1-3 for less than \$83,333, RDRXR will provide the balance of this amount to the library towards Steps 4-6.

Seth Pinsky

EVP, Fund Manager
Metro Emerging Markets & Public Affairs Director

1330 Avenue of the Americas
Suite 500
New York, New York 10019
T 212.715.6112 | F 212.765.3872
spinsky@rxrrealty.com | www.rxrrealty.com

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Jen McLeroy

From: Pinsky, Seth <spinsky@RXRRealty.com>
Sent: Monday, September 12, 2016 11:08 AM
To: Burke, Charles F Jr.
Cc: Sean McLean (smclean@renaissancedowntowns.com); Wharton, Philip; Fields, Steven
Subject: RE: RDRXR Library Agreement

That's great news. We look forward to finalizing the agreement and getting down to substantive discussions to everyone's benefit!

Seth Pinsky

EVP, Fund Manager
Metro Emerging Markets & Public Affairs Director

1330 Avenue of the Americas
Suite 500
New York, New York 10019

T 212.715.6112 | F 212.765.3872
spinsky@rxrrealty.com | www.rxrrealty.com

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From: Burke, Charles [mailto:Charles.Burke@morganstanley.com]
Sent: Monday, September 12, 2016 10:42 AM
To: Pinsky, Seth <spinsky@RXRRealty.com>
Cc: Sean McLean (smclean@renaissancedowntowns.com) <smclean@renaissancedowntowns.com>; Wharton, Philip <pwharton@RXRRealty.com>; Fields, Steven <SFields@RXRRealty.com>
Subject: RE: RDRXR Library Agreement

Seth,

Hope all is well. I just wanted to check back in with a brief update. The NRPL board reviewed the proposed agreement with our attorney in a closed session at our board meeting last Thursday evening. It was a productive session. We are awaiting specific written feedback from our attorney on the agreement. As soon as we get that and get our ducks in a row on this end I will be in touch.

Chuck

From: Pinsky, Seth [mailto:spinsky@RXRRealty.com]
Sent: Friday, September 02, 2016 9:14 AM
To: Burke, Charles (IM)

Cc: Sean McLean (smclean@renaissancedowntowns.com); Wharton, Philip; Fields, Steven

Subject: RDRXR Library Agreement

Chuck,

Following up on our conversation, attached please find a proposal for a very short agreement between RDRXR and the Library, which, I believe, is consistent with the arrangement that we discussed. After you have had a chance to review the attached, please let me know if you have any questions.

Sincerely,

Seth

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Damon R. Maher

From: Damon R. Maher
Sent: Monday, December 22, 2014 2:15 PM
To: andrew kulak; arnold glick; arthur goldstein; clarence stanley; Damon R. Maher; daniel m richmond; elizabeth fried; elizabeth weingast; evan goldberg; gary heller; jayson Brustman; judith glick; kochumathen babu; koshy prakash; , marianne sussman; matthew feinberg; mitchell tarnopol; pasquale procopio; paul warhit; perry ochacher; rachel relkin; shari rackman; sharon kaplan; susan kiernan; taranson thomas; tim1doni@aol.com; wendy herlands; jodi_golinsky@hotmail.com; Angela Derecas Taylor; Lara Markenson (laramarkenson@gmail.com)
Cc: etozzi@gmail.com; Sara Kaye (srmarnel@gmail.com)
Subject: RDRXR MDA

Dear Dem DLs in CD6:

If the initials in the subject box don't mean anything to you, please begin by spending 14 minutes viewing the video of our City Council's unanimous vote last Monday to approve a Master Developer Agreement, setting in motion a process which may transform the face of our fair city for the balance of the 21st Century:

http://newrochelle.granicus.com/MediaPlayer.php?view_id=2&clip_id=427

On Thursday, the NR Public Library Board's monthly open meeting heard an extensive presentation from 4 representatives from the RDRXR developer team, including principal Don Monti, who expressed enthusiasm about the opportunity to work with the people of New Rochelle and with the infrastructure we already have in place, to bring potentially large, mixed-use buildings to the vicinity of the train station and other downtown areas, including on and/or about the library property. In addition to NRPL trustees (including me) and staff, there were a handful of citizens present, and I think this was the first direct Q&A session with RDRXR for the public --- a dialogue which will be greatly expanded very soon as the developer launches a social media site and other internet tools to gather opinions from the general public and local businesses ("Crowd Sourcing") and also seeks to spur a two-way flow of information the old-fashioned, face-to-face way when it opens a storefront office on North near Anderson in early Feb.

Among other topics, Mr. Monti answered questions about: (a) his experiences in pursuing this process in collaborative development on Long Island (Hempstead and Huntington Station --- which we should be monitoring to see how they develop as they are a couple of years ahead of us in the RDRXR pipeline --- keeping mind the differences, mainly that LI plans are necessarily more "horizontal," ours more "vertical" and dense in being nearer many mass transit nodes and having something of an urban infrastructure and history already); (b) his view of potential residential tenants in the mixed-use buildings (young professionals and "workforce" drawn to the convenient commute to NYC or working nearby, looking for moderate-sized and -priced apts.; don't think he said empty-nesters but they should be considered too); (c) effect on residential property values within 15-minute walk of redeveloped areas (possibly up to 40% increase in values of nearby single-family homes); (d) integral nature of green spaces, such as Ruby Dee Park at the library, to livable communities, and a preference to build on the library site itself and move the library to a new, state-of-the art facility in one of the new mixed-used building very close to the current location; (e) his view of the timeframe for putting shovels in the ground (18-24 months from now). But literally nothing is set in stone (or more accurately, based on artists' renderings, we're talking steel and glass), this being just the beginning of a process of COMMUNICATION, in which you are all urged to become actively engaged.

Boiled down to essentials, we all tell the developer (and our Mayor and our City Council Member) what we would and would not like to see; the developer and its financiers do marketing and environmental studies to determine what is economically feasible; proposals are made to the City with specific plans for specific municipal properties that the

developer wishes to acquire, with requested zoning changes, with the proviso that there be a net positive benefit to the City.

NOTE: In the spirit of transparency, keep in mind that I write to you as your CD6 district leader and a citizen who may have opinions regarding responsible growth that would enhance our tax base and make our downtown one you're proud to hang out in and maybe have your adult kids, or your empty-nesting future selves, live in. As a trustee of the library I have a fiduciary responsibility to do what's best for the various stakeholders of that vital institution. It is my hope, as we go forward in this process, that these goals can be aligned.

Keep talking,

Damon Maher
Levy Davis & Maher LLP
Attorneys at Law
39 Broadway, Ste. 1620
New York, NY 10006
Tel: (212) 371-0033 x405
Fax: (212) 371-0463
Cell: (917) 685-1001

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Damon R. Maher

From: Noam Bramson <nbramson@optonline.net>
Sent: Wednesday, July 15, 2015 2:27 PM
To: Damon R. Maher
Subject: Re: Screenshot(Library Meeting tonite)

Thanks for letting me know. I did receive one email, which I suspect resulted from this post, which I will share with you in a moment.

Noam

On Jul 15, 2015, at 1:35 PM, Damon R. Maher wrote:

Passing through my office on way to next dep session, I saw this misinformed and negative item, which was quickly spotted and squelched by alert Library staff. --- Damon

From: tgeoffino@wlsmail.org [<mailto:tgeoffino@wlsmail.org>] **On Behalf Of** Tom Geoffino
Sent: Wednesday, July 15, 2015 11:28 AM
To: Haina JustMichael; Emery Schweig; George Walters; Quentin Jacobs; Burke, Charles; Damon R. Maher; Greg Varian
Subject: Fwd: Screenshot

Board Members - Just want to alert you that someone apparently hacked the New Rochelle Parks and Recreation Facebook page and place a fraudulent message (see attachment) about tonight's board meeting relative to RDRXR and the danger our library will sustain if we are forced to move. Sarah Papa caught the post and Barbara alerted the City of New Rochelle. As you can see, the message was quickly pulled but this situation certainly gives one pause. Tom

Hi -- It looks like the post has been removed and it didn't get any comments, etc. before it was taken down. orwarded message Sara-----

From: **Sarah Papa** <spapa@wlsmail.org>
Date: Wed, Jul 15, 2015 at 10:19 AM
Subject: Screenshot
To: Thomas Geoffino <tgeoffino@nrpl.org>, Barbara Davis <bdavis@nrpl.org>

--
Sarah Papa
Social Media Coordinator
New Rochelle Public Library
(914) 813 3724



--
Thomas Geoffino
Director
New Rochelle Public Library
1 Library Plaza
New Rochelle NY 10801

914-632-7879

914-632-0262 (Fax)
tgeoffino@nrpl.org



<IMG_1424.jpg>

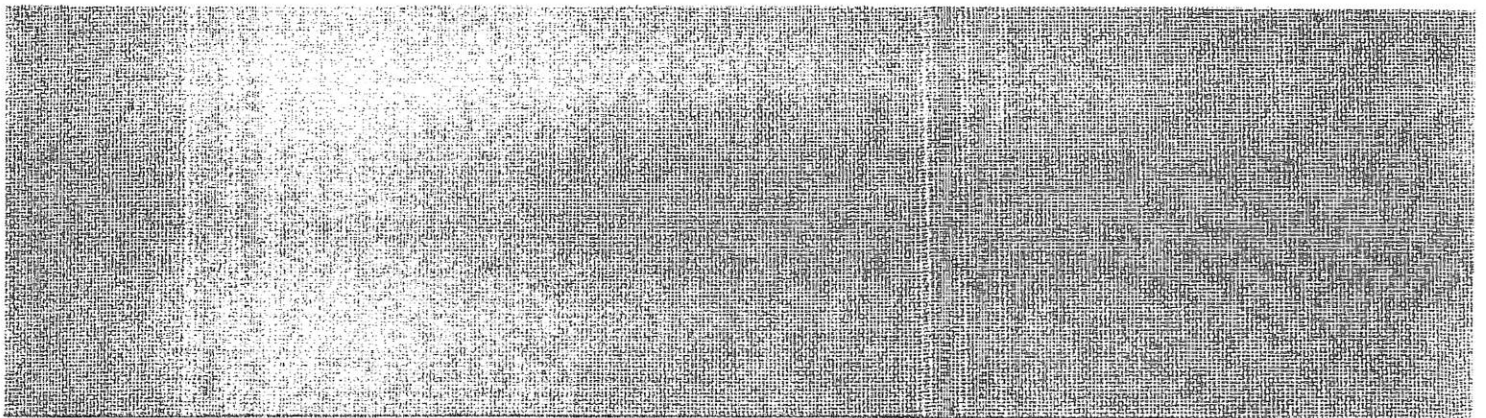
to redevelop downtown New Rochelle -- want to purchase and repurpose the land underneath the public library. This means that the future of the New Rochelle public library is uncertain and in jeopardy. If you want to ensure that New Rochelle continues to have an excellent public library -- the lifeblood of any informed and engaged public -- PLEASE COME TO THE BOARD OF TRUSTEES MEETING TONIGHT AT 7:30 PM AT THE LIBRARY. The meeting will be held in the Ozzie Davis Theatre and is open to the public. This is our opportunity to shape the future of our community. Without your input, NR FUTURE could be a giant step into the past.

 Like

 Comment

 Share

Be the first person to like this.



Write a comment...

Post

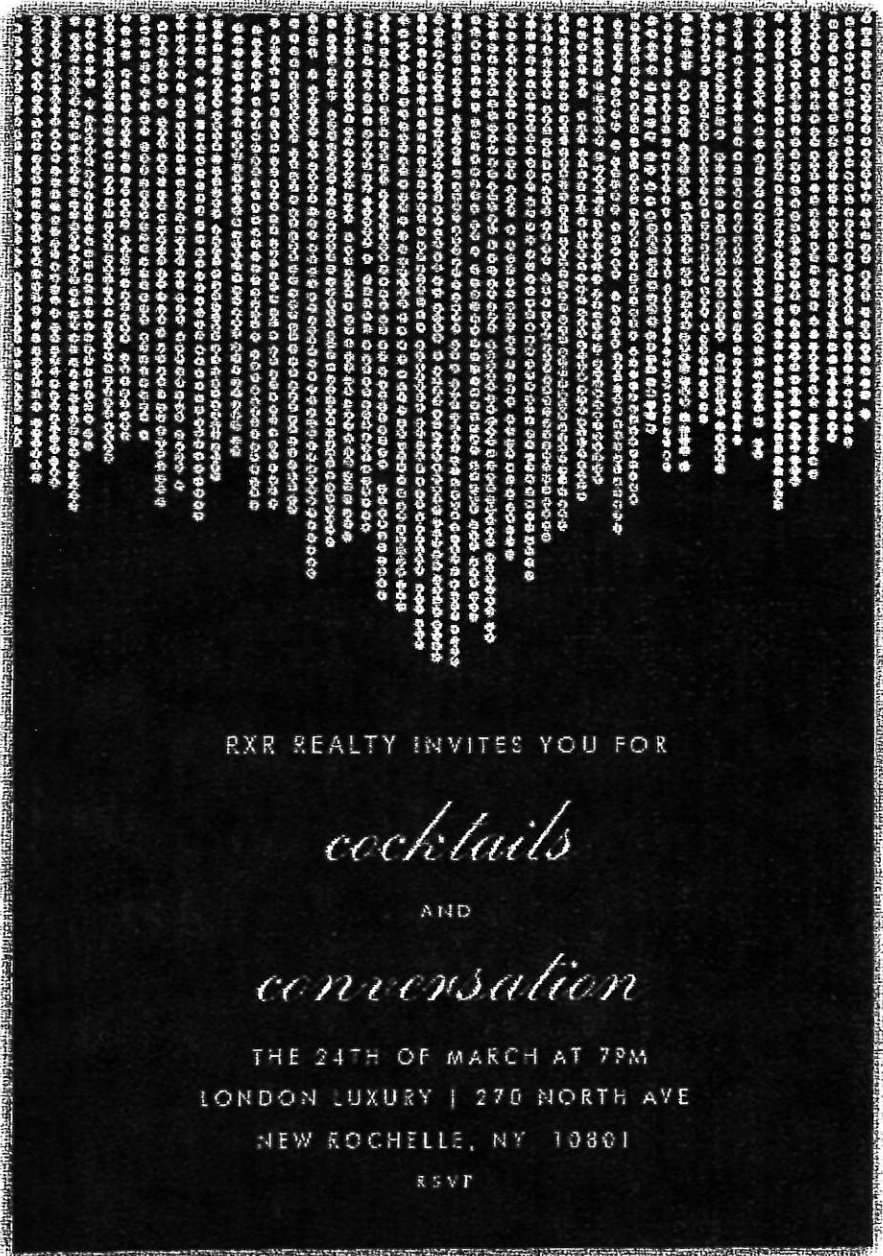


Damon R. Maher

From: RXR Realty <paperlesspost@paperlesspost.com>
Sent: Thursday, March 10, 2016 9:32 AM
To: Damon R. Maher
Subject: Reminder to RSVP to Cocktail Reception with RXR REALTY

We hope you can join us for a Cocktail Reception with RXR REALTY. Please remember to RSVP at your earliest convenience. Thank you.

Will Attend *Will Not Attend*



View invitation: www.paperlesspost.com/events/17119180-45f419c4/replies/269404816-c639aaa5

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Jen McLeroy

From: charles.f.burke.jr@gmail.com
Sent: Sunday, April 08, 2018 6:55 PM
To: Jen McLeroy
Subject: Fwd: Re: Snow removal

----Forwarded using Multi-Forward Chrome Extension----

From: Noam Bramson
Date: Fri Jan 29 2016 22:08:05 GMT+1100 (AEDT)
Subject: Re: Snow removal
To: Chuck Burke

No worries. Whenever the time is right. > On Jan 28, 2016, at 9:37 PM, Chuck Burke wrote: > > Noam, > > Apologies. Crazy day. Will try you tomorrow. > > Chuck > > Sent from my iPad > > > On Jan 28, 2016, at 2:19 PM, Noam Bramson wrote: > > > Just left you a voicemail. Give me a buzz whenever you feel like talking. > > > Noam > > 914-907-9545 > > > > On Jan 26, 2016, at 9:30 PM, Chuck Burke wrote: > > > > Oh Noam. The long and winding road of the library! [REDACTED]. > > > > [REDACTED]
[REDACTED]
[REDACTED]. I am awaiting that proposal in the next day or so. > > > > [REDACTED]
[REDACTED] > > > > [REDACTED]
[REDACTED] > > > > Happy to discuss further later this week. > > > > Chuck > > > > Sent from my iPad > > > > On Jan 26, 2016, at 8:32 AM, Noam Bramson wrote: > > > > Chuck, > > > > Really appreciate the kind word, which I will pass along. > > > > [REDACTED]. Trying to work those through. > > > > What's the latest from the Library? [REDACTED]
[REDACTED] > > > > Noam > > > > On Jan 25, 2016, at 9:07 PM, charles.f.burke.jr@gmail.com wrote: > > > > Noam, > > > > Hope you did OK with the storm. [REDACTED]
> > > > Please feel free to pass along as you see fit. > > > > Chuck > > > > Sent from my iPhone > >

Jen McLeroy

From: charles.f.burke.jr@gmail.com
Sent: Sunday, April 08, 2018 6:55 PM
To: Jen McLeroy
Subject: Fwd: Re: Open for Business . . . New Rochelle Downtown Development Plan Approved

---Forwarded using **Multi-Forward Chrome Extension**---

From: charles.f.burke.jr@gmail.com
Date: Thu Dec 10 2015 03:27:07 GMT+1100 (AEDT)
Subject: Re: Open for Business . . . New Rochelle Downtown Development Plan Approved
To: Noam Bramson

My pleasure.

Sent from my iPhone

On Dec 9, 2015, at 8:59 AM, Noam Bramson <nbramson@optonline.net> wrote:

Thanks, Chuck! And, as always, thanks also for your invaluable leadership at the Library.

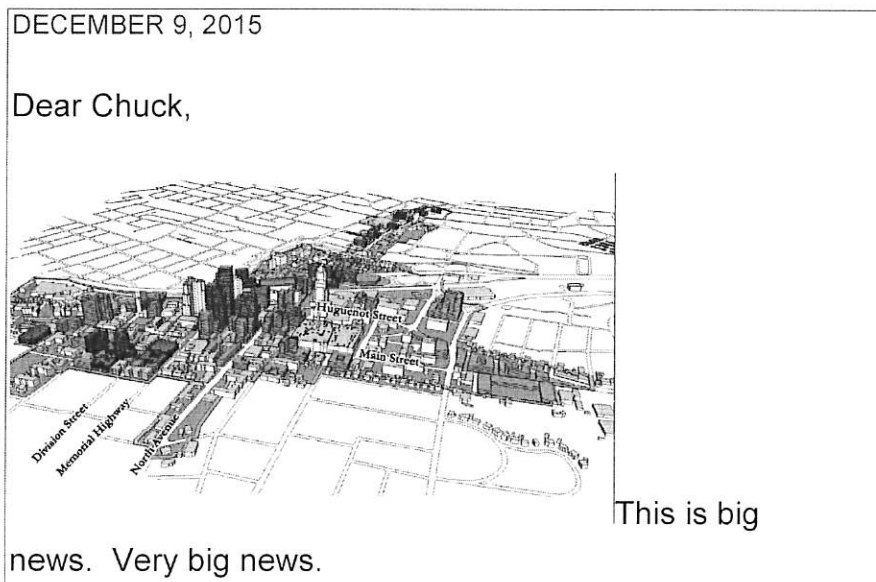
Noam

On Dec 9, 2015, at 8:27 AM, charles.f.burke.jr@gmail.com wrote:

Congratulations.

Sent from my iPhone

On Dec 9, 2015, at 8:00 AM, Noam Bramson <noam@noambramson.org> wrote:



Last night, the City Council voted unanimously to give its final approval to a sweeping and ambitious downtown development plan for New Rochelle.

(If you are interested in tracing the evolution of this plan over many months of hard work and community discussion, then check out some links to prior blog entries on this subject at the very end of this email.)

While there are no guarantees, this plan gives New Rochelle our best opportunity ever to attract investment and vitality to the downtown area - and our entire community will benefit as a result. It is likely that specific, significant projects will now come forward under this framework during the first quarter of next year.

In conjunction with the Council's vote, I delivered the speech below. I hope my words adequately convey the sense of satisfaction, optimism, and genuine emotion that surrounds this issue. You can also [download my remarks as a PDF](#).

Best,



Remarks of Mayor Noam Bramson - December 8, 2015

With this unanimous, bipartisan vote, the City Council gives its final approval to the most ambitious downtown development plan in New Rochelle's history. Together, we declare: "New Rochelle is open for business."

Our plan lays out a comprehensive vision for a thriving city center where all of us – whatever our means and tastes, whatever our ideal – can find a place to shop, a place to work, a place to meet, or a place to live. It's a vision for sustainable growth that makes our region greener and more competitive -- shaped from street-front to skyline by the best

urban design, and with financial terms that fund specific public benefits and put taxpayers ahead.

But our plan is also more than just a vision; it's also a detailed road-map for accomplishing that vision, because it provides developers with the clearest path ever for investing successfully in New Rochelle. Every expectation and requirement is defined up front, the environmental review is already completed, the zoning provides for flexibility in response to the market, and the approval process places professionalism ahead of politics.

What's more, with our master developers at RDRXR prepared now to launch their own catalytic projects, we're poised to ignite the local economy right away – giving every other investor the confidence that comes from knowing that our downtown is surging forward as a whole, and that no one is alone in placing bets.

Combine that with New Rochelle's core assets - our unrivaled location and transit connections, our talented and diverse population, our great schools and libraries and neighborhoods – and there is no community in all of New York that offers a better opportunity today . . . or a bigger upside tomorrow.

It took months of hard work to reach this point, and there are many who have earned our thanks and recognition:

- My colleagues on the City Council – Lou Trangucci, Al Tarantino, Jared Rice, Ivar Hyden, Barry Fertel, and Shari Rackman – who rose to this occasion and came together across all lines of party and geography to seize an opportunity bigger than any one of us.*
- The members of our City's development, planning, and legal staffs, who worked with such intensity and focus.*
- Our consulting teams, who provided invaluable expertise and guidance from beginning to end.*

- *New Rochelle's master developers at RDRXR, with whom we have worked side-by-side – constructively, creatively, and efficiently – in an unprecedented public-private collaboration.*
- *Finally, I want to thank the many residents who took the time to express a view or attend a meeting. And I don't mean just supporters. I mean critics, too. We heard every voice, we know that every comment was motivated by love for our city, and we recognize that this effort will succeed only if its benefits are shared equitably – and if the essential character of New Rochelle emerges whole and strong.*

If today marks an important ending – the culmination of a rigorous, multi-stage process of negotiating and listening, of studying and writing, of debating and approving – then it also marks a beginning. Because now that the plan is in place, it's our job, together, to put shovels in the ground while the market is still strong and while the window of opportunity is open wide.

But if there had been any doubt about New Rochelle's readiness to turn vision into reality, about our determination to compete and to win, then the unanimity, the speed, and the enthusiasm with which we have reached this milestone should put those doubts to rest, once and for all. I repeat: New Rochelle is open for business.

Let me conclude on a brief personal note.

I grew up in New Rochelle. One of my earliest memories is holding my mother's hand in Bloomingdales just a few months before it closed. I went to school in New Rochelle. I dragged my wife from Providence to New Rochelle. I am raising my children in New Rochelle. I have never considered living anywhere other than New Rochelle. I'll probably die in New Rochelle. So I'm a loyalist.

Yet from the time of that memory in Bloomingdales and in all the years since, New Rochelle's downtown has somehow

under-performed, somehow disappointed, has never quite been worthy of a city that has everything else going for it.

It is the issue in our community. The issue that connects to every other issue. The issue we never stop debating. Because we all believe that the heart of our city should be a source of pride.

There have been achievements and setbacks in the past 25 years. There will be more achievements and setbacks in the next 25. Tonight's action is only one step among many.

But it's the biggest step.

And by taking it, we cross over from an era of doubt and nostalgia to a new era of confidence and action.

I've never concluded a year with a greater sense of satisfaction. I've never looked ahead to a New Year with greater optimism. This is New Rochelle's moment. Together, let's make the most of it.

Evolution of a Plan: Prior Blog Entries

January 15, 2014 - [TOD Study Presented to Council](#)

May 30, 2014 - [RFQ Released](#)

October 7, 2014 - [RDRXR Response to RFQ](#)

December 16, 2014 - [Selection of Master Developer](#)

April 1, 2015 - [CSPM Process Launches](#)

August 19, 2015 - [RAP Released](#)

September 25, 2015 - [DGEIS Released](#)

October 6, 2015 - [Planning Award](#)

November 9, 2015 - [Downtown Office Opens](#)

November 13, 2015 - [FGEIS Released](#)

December 2, 2015 - [SEQRA Findings Statement](#)



Bramson for Mayor
201 Pinebrook Boulevard
New Rochelle NY 10804 United States

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Jen McLeroy

From: cfburke@wlsmail.org
Sent: Sunday, April 08, 2018 6:59 PM
To: Jen McLeroy
Subject: Fwd: Re: FYI. This was I think maybe aired on the local affiliate.
Attachments: image531000.jpg

---Forwarded using **Multi-Forward Chrome Extension**---

From: "Pinsky, Seth"
Date: Sun Apr 01 2018 02:15:30 GMT+1000 (AEST)
Subject: Re: FYI. This was I think maybe aired on the local affiliate.
To: "Charles F. Burke"

I'm out of the office next week. Feel free to email in the interim or we can speak when I'm back the following week.

Enjoy your time off and your holiday!

Sent from my iPhone



Seth Pinsky
EVP, Fund Manager

RXR Realty
75 Rockefeller Plaza Suite 1400
New York, New York 10019

212.715.6112
spinsky@rxrrealty.com
www.rxrrealty.com

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On Mar 31, 2018, at 8:53 AM, Charles F. Burke <cfburke@wlsmail.org> wrote:

Thanks for your willingness, Seth. Let's discuss early next week. We are away visiting my parents until Monday. Perhaps I will try you Monday afternoon when we get back.

Sent from my iPhone

On Mar 30, 2018, at 8:53 PM, Pinsky, Seth <spinsky@rxrrealty.com> wrote:

Do you think we should come to your next meeting and present what we are doing and what specifically the process that we are discussing is? It feels like there is a lot of misinformation that could be easily corrected. I'm a big believer in taking these kinds of issues on head-on.

Sent from my iPhone

Seth Pinsky
EVP, Fund Manager

RXR Realty
75 Rockefeller Plaza Suite 1400
New York, New York 10019

212.715.6112
spinsky@rxrrealty.com
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On Mar 30, 2018, at 8:25 PM, Charles F. Burke <cfburke@wlsmail.org> wrote:

<https://cbsloc.al/2IhIOAN>

Sent from my iPhone

Jen McLeroy

From: cfburke@wlsmail.org
Sent: Sunday, April 08, 2018 6:59 PM
To: Jen McLeroy
Subject: Fwd: RE: Library-RXR Agreement
Attachments: image001.jpg; image678000.jpg

----Forwarded using [Multi-Forward Chrome Extension](#)----

From: "Pinsky, Seth"
Date: Thu Mar 22 2018 08:26:23 GMT+1100 (AEDT)
Subject: RE: Library-RXR Agreement
To: Library

I'm sorry to hear this! Call me at your convenience.

RXR

Seth Pinsky
EVP, Fund Manager

RXR Realty
75 Rockefeller Plaza Suite 1400
New York, New York 10019

212.715.6112
spinsky@rxrrealty.com
www.rxrrealty.com

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From: Library <cfburke@wlsmail.org>
Sent: Tuesday, March 20, 2018 9:26 PM
To: Pinsky, Seth <spinsky@rxrrealty.com>
Subject: RE: Library-RXR Agreement

Thanks. Post my sending this, we had a very unexpected and unfortunate resignation from our board last Friday. I will try you tomorrow to chat through the timing of next steps that will be affected by this resignation.

Sent from [Mail](#) for Windows 10

From: [Pinsky, Seth](#)
Sent: Tuesday, March 20, 2018 2:24 PM
To: [Charles F. Burke](#)
Subject: RE: Library-RXR Agreement

I don't think I formally acknowledged the receipt of the below. So, yes, understood. Please keep me posted and thank you for all of your efforts!



Seth Pinsky
EVP, Fund Manager

RXR Realty
75 Rockefeller Plaza Suite 1400
New York, New York 10019

212.715.6112
spinsky@rxrrealty.com
www.rxrrealty.com

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From: Charles F. Burke <cfburke@wlsmail.org>
Sent: Tuesday, March 13, 2018 12:00 PM
To: Pinsky, Seth <spinsky@rxrrealty.com>
Cc: Wharton, Philip <pwharton@RXRRealty.com>; Fields, Steven <SFields@RXRRealty.com>
Subject: Re: Library-RXR Agreement

Thanks Seth. Of course; this minor change is fine.

In terms of next steps, my board is aware this is coming and I have indicated an intention to put this to a vote at our next monthly meeting on April 12. We will post the agreement to our website one week in advance along with the agenda for the meeting as is normal practice. I will also get an updated proposal for U3 so we are ready to go once we pass this. I will use the next couple of weeks to have small group chats with the board to ensure a smooth meeting on the 12th. If I run into any issues during that process I will let you know.

This is the plan. We can't execute the agreement without a vote and we only meet monthly.

Thanks and please feel free to call me with any questions.

Chuck
203-858-1122

Sent from my iPhone

On Mar 12, 2018, at 5:54 PM, Pinsky, Seth <spinsky@rxrrealty.com> wrote:

Chuck,

Attached is a revised draft of the agreement, marked in the blackline against your draft. I trust this minor change is acceptable. If so, please let us know next steps.

Sincerely,

Seth

Seth Pinsky
EVP, Fund Manager

RXR Realty
75 Rockefeller Plaza Suite 1400
New York, New York 10019

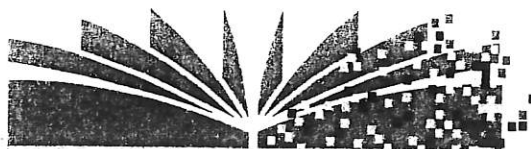
212.715.6112
spinsky@rxrrealty.com
www.rxrrealty.com

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<Agreement (btwn NRPubLib and RXR) (00081228-2)-RXR 3.12.docx>

<Agreement (btwn NRPubLib and RXR) (00081228-2)-RXR 3.12(BL).docx>

Thomas J. Geoffino
Director



New Rochelle
Public Library
www.nrpl.org

January 15, 2014

Commissioner Luiz Aragon
New Rochelle City Hall
515 North Avenue
New Rochelle, NY 10801

Re: Request for Qualifications

Dear Mr. Aragon:

Thank you for presenting to our Board last Thursday your vision of the development opportunities for our downtown including the New Rochelle Public Library site owned by the NRPL and the City owned parking lots abutting and across the street.

It has been a goal of the NRPL to develop the air above our main library as an additional revenue source to reduce the burden on our property taxpayers. Developing the city owned property within the immediate proximity would only make any development more feasible.

Please keep us informed as your office prepares a Request For Qualifications (RFQ) so we can insure that the data provided and scope outlined is accurate and beneficial to a mutually successful outcome for the City and the New Rochelle Public Library.

Very truly yours,

Haena Just-Michael

NRPL Board of Trustees, President

AGREEMENT

This Agreement, dated as of May 22, 2015 (the “**Agreement**”), is by and between the [CITY OF NEW ROCHELLE LIBRARY]¹, a municipality organized and existing under the laws of the State of New York, having its principal office at _____, New Rochelle, New York 10801 (the “**Library**”), and RDRXR AT NEW ROCHELLE LLC, a Delaware limited liability company, having its principal offices at 9 Gerhard Rd., Plainview, New York 11803 (“**RDRXR**”). The Library and RDRXR are each sometimes referred to herein as a “**Party**” and collectively as the “**Parties**”. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the MDA (as defined below).

RECITALS

WHEREAS, on the 15th day of December, 2014, RDRXR entered into a Master Developer Agreement (the “**MDA**”) with the City of New Rochelle, a New York municipality organized and existing under the laws of the State of New York (the “**City**”), and the City of New Rochelle Corporation for Local Development, a New York local development corporation (the “**NRCLD**”, and collectively, with the City and other entities controlled by the City designated from time to time, the “**Municipality**”), pursuant to which RDRXR holds the right of master developer of the Project;

WHEREAS, the Library owns a parcel of land located on Tax Parcel 1-0230-047 (the “**Library Parcel**”), on which the New Rochelle library building is currently situated (the “**Library Building**”);

WHEREAS, the Library Parcel and the Library Building are located in downtown New Rochelle within redevelopment zones identified by the City to be redeveloped by RDRXR pursuant to the MDA;

WHEREAS, in furtherance of the public interest and the Project Goals, the development and redevelopment of the Project will require RDRXR’s acquisition of real property interests in the Municipality Property(ies) located in the Redevelopment Clusters and the potential acquisition of the Library Parcel, provided however, in the event of the acquisition of the Library Parcel by RDRXR, the Municipality shall in all events require RDRXR to make arrangements to provide alternative space for the Library Building in form and quality reasonably acceptable to the Library’s board of trustees;

WHEREAS, the Parties recognize that the comprehensive revitalization of downtown New Rochelle pursuant to the public-private partnership between RDRXR and the City provides an opportunity to potentially redevelop the Library Parcel;

WHEREAS, the Parties are desirous of working in collaboration to achieve a

¹ Note: The MDA provides that the library parcel is owned by the library’s board of trustees. The body that needs to execute this document will need to be confirmed.
3050837.2

mutually beneficial outcome through the planned redevelopment of downtown New Rochelle in a manner that benefits New Rochelle's downtown area and community as a whole;

WHEREAS, the Parties recognize that the redevelopment of the Library Parcel can only occur if the economic and other needs of each Party are met;

WHEREAS, pursuant to this Agreement, the Parties hereby agree to work in a collaborative manner to foster and consider the potential redevelopment of the Library Parcel, provided that this Agreement shall not bind or obligate either Party to move forward with any transaction with respect to the Library Parcel or otherwise, and neither Party shall be bound by the actions and/or decisions of the other Party with respect thereto unless and until the Parties enter into a binding agreement at a future time, as provided herein; and

WHEREAS, the Library and RDRXR covenant to work diligently, and in good faith, to undertake the actions and perform the obligations set forth herein.

NOW THEREFORE, IN ORDER TO ACCOMPLISH THE FOREGOING PURPOSES, THE PARTIES HEREBY AGREE, AS FOLLOWS:

SECTION 1. GOALS AND OBJECTIVES OF THE PARTIES.

1.1 Goals and Objectives. Subject to Section 4 of this Agreement, the Parties hereby agree to work in a cooperative and collaborative manner to:

- (i) Determine the feasibility of redeveloping the Library Parcel in a manner that provides mutual benefits to the Parties, the City and the community of New Rochelle as a whole.
- (ii) Identify potential relocation sites ("**Relocation Sites**") for the Library Building and agree upon a relocation strategy ("**Relocation Strategy**") for the Library Building and any related facilities (the "**Library Facilities**"), in the event of an acquisition of the Library Parcel by RDRXR.
- (iii) Should the parties determine that the relocation of the Library Facilities is feasible, both economically and in a manner that is consistent with the goals and objectives of each of the Parties both individually and collectively, the Parties shall create an actionable relocation plan for the Library Facilities, including the provision of replacement facilities (the "**Replacement Facilities**") for the Library in a manner that is suitable and desirous of the Parties in their sole and absolute discretion.

- (iv) Work to identify and procure the funding necessary to pay for all costs associated with the provision of Replacement Facilities, including the procurement and build out of and/or construction of a new facility(ies) that suits the needs of the Library.
- (v) Should the acquisition of the Library Parcel by RDRXR and a Relocation Site be agreed to by the Parties and should the relocation of the Library Facilities and subsequent build out and/or construction of Replacement Facilities be determined to be feasible by the Parties, the Parties shall enter into a binding agreement or agreements that will detail the relationship and obligations of the respective Parties to further the agreed upon acquisition and Relocation Strategy (the "Subsequent Agreements").

SECTION 2. FEES AND RESOURCES.

2.1 Reimbursable Expenses. RDRXR agrees to provide financial assistance of up to \$5,000 to the Library for preliminary legal fees and other project associated services.

SECTION 3. NATURE OF RELATIONSHIP.

3.1 Independent Entities. RDRXR and the Library acknowledge and agree that they are independent entities, and that each Party may move forward with, make decisions relating to or terminate the acquisition or relocation process contemplated herein in its sole and absolute discretion.

3.2 Non-Binding Nature of Relationship. This Agreement reflects the intention of the Parties, but for the avoidance of doubt neither this Agreement nor its execution shall give rise to any legally binding or enforceable obligation on any Party relating to the potential acquisition of the Library Parcel by RDRXR, the Relocation Strategy or otherwise, except with regard to Section 6.2. No contract or agreement providing for any transaction involving the Parties shall be deemed to exist unless and until a final definitive agreement has been executed and delivered.

SECTION 4. TERM AND TERMINATION.

4.1 Term. This Agreement shall remain in full force and effect so long as RDRXR remains in good standing as the designated Master Developer for the City pursuant to the MDA, unless otherwise terminated pursuant to Section 4.2.

4.2 Termination. This Agreement may be terminated by either party in its sole and absolute discretion upon thirty (30) days written notice to the other Party.

SECTION 5. TERMS OF AGREEMENT AND RELOCATION COSTS.

5.1 Terms of Agreement. To the extent an agreement is reached by the Parties with respect to the acquisition of the Library Parcel by RDRXR and the relocation of the Library Facilities, the terms of agreement for the Library Parcel and the associated relocation costs shall be as set forth in any Subsequent Agreements entered into by the Parties.

SECTION 6. MISCELLANEOUS.

6.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof, and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties (whether written or oral). No modification or amendment of this Agreement shall be binding unless executed in writing by each Party.

6.2 Confidentiality, Non-Disclosure and [Non-Compete].² Except as required by law, each Party agrees to maintain in strict confidence both this Agreement and all information regarding the other Party that is furnished to it hereunder (collectively, the “**Confidential Information**”), except that each Party may disclose the Confidential Information to those of its employees, officers and agents whose access to such information is reasonably necessary to comply with the terms of this Agreement and as otherwise required by applicable law. The provisions of this Section 6.2 shall survive the termination of this Agreement.

6.3 Assignment. This Agreement and the rights of the Parties hereunder may not be assigned by either Party without the express written consent of the other Party; provided, however, that RDRXR may assign this Agreement to its affiliates in its sole and absolute discretion.

6.4 Waiver. No waiver by any Party of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any subsequent default or breach of the same or any other term, condition or covenant contained herein. No waiver shall be binding unless executed in writing by the Party making the waiver. No right, remedy or election given by any term of this Agreement shall be deemed exclusive but each shall be cumulative with all other rights, remedies and elections available at law or in equity.

6.5 Severability. The covenants in this Agreement are severable and separate, and the unenforceability of any specific covenant shall not affect the provisions of any other covenant.

6.6 Notice. Any notice or other communication required or permitted to be given hereunder to a Party shall be given in writing and shall be delivered by hand or sent by recognized overnight delivery services (such as Federal Express), delivery charges prepaid, for next business day delivery, with delivery receipt requested, to the Party’s address set forth on the signature

² Note: What sort of non-compete is being considered here? Will the Library be obligated to deal with RDRXR exclusively with respect to the potential sale of its property while this Agreement is in effect?
3050837.2

page hereto or to any other address of which a Party notifies the other Party in like manner. Notices shall be deemed given on the date delivery is received or refused.

6.7 Counterparts/Facsimile. This Agreement may be executed and delivered in original format, in a scanned document format or by facsimile in several counterparts, each of which shall be deemed an original, so that all of which when taken together shall constitute one and the same agreement.

6.8 No Third Party Beneficiaries. Nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this Agreement.

6.9 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York.

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

RDRXR at New Rochelle LLC

9 Gerhard Road

Plainview, NY 11803

By: Renaissance Downtowns Investors II LLC, Its Operations Member

By: Renaissance Downtowns LLC, Its Manager

By: ~~Nu-Horizons Management Corp., Its Manager~~

By: 

Donald Monti, President

City of New Rochelle Library

Address

By: _____

Title: _____



Haina JustMichael <justhaina@gmail.com>

New Rochelle Revitalized « CBS New York - Breaking News, Sports, Weather, Traffic And The Best of NY

2 messages

Haina JustMichael <justhaina@gmail.com>

Tue, Mar 22, 2016 at 5:06 PM

To: laragon@ci.new-rochelle.ny.us

<http://newyork.cbslocal.com/video/3376077-new-rochelle-revitalized/>

Haina Just-Michael
JustMediaGroup, Inc.
917-572-6654

Haina JustMichael <justhaina@gmail.com>

Mon, Apr 16, 2018 at 1:27 PM

To: Haina JustMichael <JUSTHAINA@gmail.com>

[Quoted text hidden]

--

Haina Just-Michael
JustMediaGroup, Inc
Like my page on Facebook
917-572-6654



Haina JustMichael <justhaina@gmail.com>

RDRXR contact

2 messages

Haina Just-Michael <justhaina@gmail.com>
To: Jmarino@wvox.com

Thu, Mar 12, 2015 at 6:16 PM

Lia Dallarís

Director of Investor Relations

Renaissance Downtowns

9 Gerhard Road

Plainview, NY 11803

(516) 433-9000 ext 1523

ldallarís@renaissancedowntowns.com

Haina Just-Michael
JustMediaGroup,inc
917-572-6654

Haina JustMichael <justhaina@gmail.com>
To: Haina JustMichael <JUSTHAINA@gmail.com>

Mon, Apr 16, 2018 at 1:49 PM

[Quoted text hidden]

--

Haina Just-Michael
JustMediaGroup,Inc
Like my page on Facebook
917-572-6654



Haina Just-Michaels

GROUNDBREAKING CEREMONY FOR 587 MAIN STREET
Wednesday, November 30th at 11:00 AM
Loew's Theater
595 Main St, New Rochelle, NY

[View map](#) Add to Calendar: [Google](#), [Outlook](#), [iCal](#), or [Yahoo](#)

Access event on the go: Get the iPad and iPhone app

For the best Paperless Post experience, add paperlesspost@paperlesspost.com to your address book to ensure you receive all cards and invitations in your inbox. Block this person from sending you Paperless Post mail. [Click here](#) to stop receiving emails from Paperless Post including invitations and cards. [Learn more about our privacy policy.](#)





Haina JustMichael <justhaina@gmail.com>

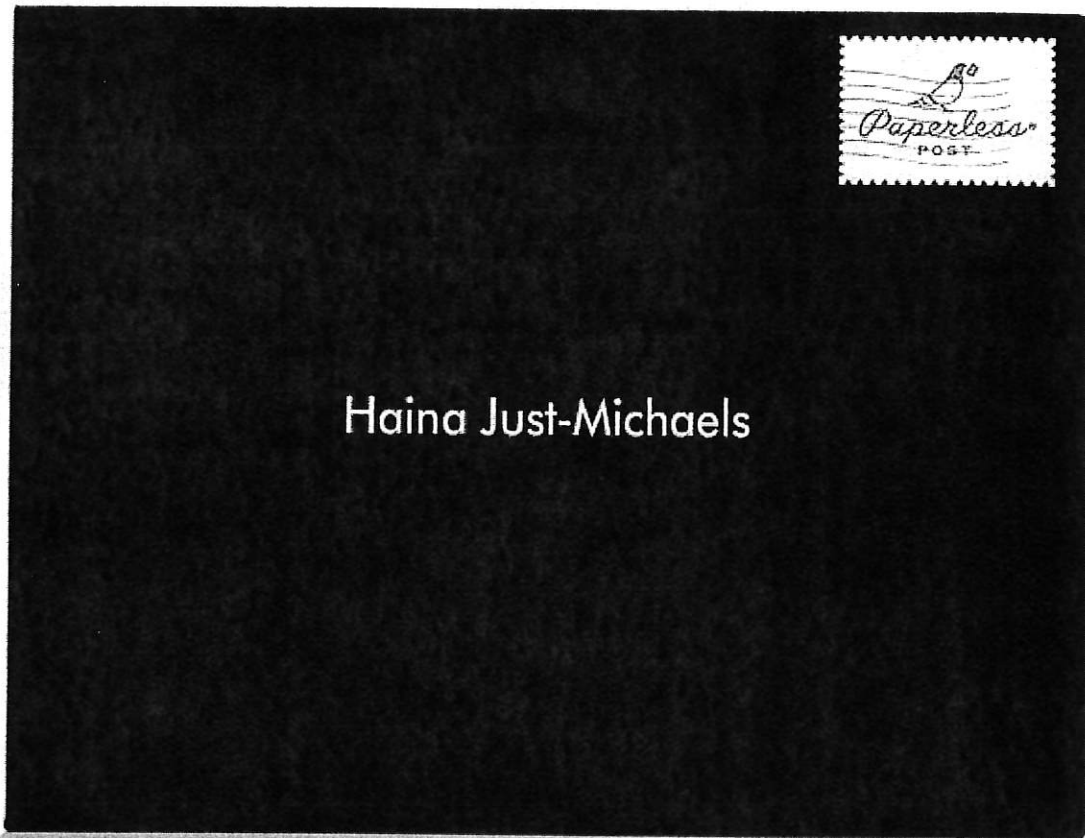
Groundbreaking Ceremony for 587 Main Street

3 messages

RXR REALTY <paperlesspost@paperlesspost.com>
Reply-To: ebock@rcr-longisland.com
To: justhaina@gmail.com

Wed, Nov 9, 2016 at 4:36 PM

[VIEW THE CARD](#)



GROUNDBREAKING CEREMONY FOR 587 MAIN STREET
Wednesday, November 30th at 11:00 AM
Loew's Theater
595 Main St, New Rochelle, NY



Haina JustMichael <justhaina@gmail.com>

New biz in New Ro to meet

4 messages

Haina Just-Michael <justhaina@gmail.com>

Tue, Apr 28, 2015 at 1:50 PM

To: NR Future <ashley@nrfuture.com>, Brandon Palanker <bpalanker@renaissancedowntowns.com>, julie@burbio.com, Dennis Roche <dennis@burbio.com>

May I intro you all to you be another

Haina Just-Michael
JustMediaGroup,inc
917-572-6654

Brandon Palanker <bpalanker@renaissancedowntowns.com>

Tue, Apr 28, 2015 at 2:05 PM

To: Haina Just-Michael <justhaina@gmail.com>

Cc: NR Future <ashley@nrfuture.com>, julie@burbio.com, Dennis Roche <dennis@burbio.com>

A pleasure to "meet" you - Ashley and I look forward to a real meet in the near future!

Brandon A. Palanker
VP Marketing & Public Affairs
Renaissance Downtowns LLC

516-445-4473 (Cell)

[Quoted text hidden]

Ashley Aldrich <ashley@nrfuture.com>

Tue, Apr 28, 2015 at 2:07 PM

To: Brandon Palanker <bpalanker@renaissancedowntowns.com>

Cc: Haina Just-Michael <justhaina@gmail.com>, julie@burbio.com, Dennis Roche <dennis@burbio.com>

Thank you for the introduction Haina! Looking forward to meeting in person!

[Quoted text hidden]

Haina JustMichael <justhaina@gmail.com>

Mon, Apr 16, 2018 at 2:08 PM

To: Haina JustMichael <JUSTHAINA@gmail.com>

[Quoted text hidden]

--

Haina Just-Michael
JustMediaGroup, Inc
Like my page on Facebook
917-572-6654

4/17/2018

Gmail - Does anybody know what this is ????

Like my page on Facebook
917-572-6654

Bcc: Emery Schweig <eschweig@wlsmail.org>

Noam,

I would like to contribute to the discussion in relation to this very important matter. [REDACTED]

[REDACTED] As a matter of fact, Haina invited all Foundation Board members (via an e-mail sent by Paul Warhit) to attend the December Library Board meeting as RDRXR was scheduled to make its first presentation specific to this issue.

On January 14 (after repeated previous attempts on our part), we conducted a tour of our facility for RDRXR and City Development Department representatives. [REDACTED]

[REDACTED] We therefore asked for a special Crowdsourcing encounter with solely "library community" individuals - library board members, staff and, of course, representative of our advocacy groups. Last Friday, we rejected the 2 dates advanced by RDRXR as our meeting room/theater space was unavailable but asked for additional dates in order to schedule this meeting. We have just heard back from the developers with 3 potential dates and are evaluating viability relative to available space in our facility as well as Library Board member availability. Needless to state, we will schedule this event with alacrity upon confirmation of a date. Nonetheless, the library would be more than willing to support the decision to invite RDRXR to the March Foundation Board meeting- additional dialogue is always a good thing.

Please contact me if you have any questions or need further assistance regarding this matter.

Regards,

Tom

[Quoted text hidden]

--

Thomas Geoffino
Director
New Rochelle Public Library
1 Library Plaza
New Rochelle NY 10801

914-632-7879
914-632-0262 (Fax)
tgeoffino@nrpl.org



Aragon, Luiz <laragon@ci.new-rochelle.ny.us>

Thu, Feb 5, 2015 at 12:14 PM

To: Tom Geoffino <tgeoffino@nrpl.org>

Cc: Paul Warhit <pwarhit@optonline.net>, Haina Just-Michael <justhaina@gmail.com>, Lynn Green <lynnanngreen@gmail.com>, Noam Bramson <nbramson@optonline.net>, "Strome, Chuck" <Cstrome@ci.new-rochelle.ny.us>

Tom

Please call me directly to resolve any pending issues. I am the point of contact with the Developer and can help you.

Best,

Luiz


Luiz C. Aragon

Commissioner
Department of Development
City of New Rochelle
515 North Avenue
New Rochelle, NY 10801
(914) 654-2182
laragon@newrochelleny.com

From: Noam Bramson [mailto:nbramson@optonline.net]
Sent: Thursday, February 05, 2015 12:11 PM
To: Tom Geoffino
Cc: Paul Warhit; Haina Just-Michael; Lynn Green; Aragon, Luiz
Subject: Re: RDX
Importance: Low

Tom,

Thank you for your note



I am copying Commissioner Aragon to keep him in the loop.

Noam

From: tgeoffino@wlsmail.org [mailto:tgeoffino@wlsmail.org] **On Behalf Of** Tom Geoffino
Sent: Thursday, February 05, 2015 11:59 AM
To: Bramson, Noam
Cc: paul warhit; Haina JustMichael; Lynn Green
Subject: [POSSIBLE SPAM] Re: RDX
Importance: Low

[Quoted text hidden]

Cc: Haina JustMichael <justhaina@gmail.com>, "Bramson, Noam" <nbramson@ci.new-rochelle.ny.us>, "Strome, Chuck" <Cstrome@ci.new-rochelle.ny.us>, paul warhit <pwarhit@optonline.net>, Lynn Green <lynnanngreen@gmail.com>

Luiz - [Redacted] think the principal
[Redacted] everyone's schedule in sync. no small feat given our busy lives. Feel free to further
communicate at any point in time in relation to the library's role in this process. Regards, Tom
[Quoted text hidden]

Bramson, Noam <nbramson@ci.new-rochelle.ny.us>
To: Tom Geoffino <tgeoffino@nrpl.org>

Thu, Feb 5, 2015 at 2:37 PM

Thanks, Tom.

From: tgeoffino@wlsmail.org [mailto:tgeoffino@wlsmail.org] **On Behalf Of** Tom Geoffino
Sent: Thursday, February 05, 2015 1:05 PM
To: Bramson, Noam
Cc: Haina Just-Michael; Lynn Green; Aragon, Luiz; paul warhit
Subject: Re: SPAM-LOW: Re: RDX

Noam - Per Paul's e-mail, we will proceed forward relative to setting up 1 unified "library" meeting with RDRXR. Thanks for your interest and assistance. Regards, Tom

On Thu, Feb 5, 2015 at 12:28 PM, Paul Warhit <pwarhit@optonline.net> wrote:

Hi All,

The Foundation board would be happy to cooperate and collaborate with the other library groups to have one "library" meeting with RDRXR. Please keep me posted.

Best,
Paul

On Feb 5, 2015, at 12:10 PM, Noam Bramson wrote:

> Tom,

>

> Thank you for your note, [Redacted]

>

> I am copying Commissioner Aragon to keep him in the loop.

>

> Noam

>

>> From: tgeoffino@wlsmail.org [mailto:tgeoffino@wlsmail.org] On Behalf Of Tom Geoffino

[Quoted text hidden]

[Quoted text hidden]

Strome, Chuck <Cstrome@ci.new-rochelle.ny.us>
To: Tom Geoffino <tgeoffino@nrpl.org>

Thu, Feb 5, 2015 at 2:52 PM

Tom – you should be dealing with Luiz and me on this not the Mayor.

From: tgeoffino@wlsmail.org [mailto:tgeoffino@wlsmail.org] **On Behalf Of** Tom Geoffino
Sent: Thursday, February 05, 2015 2:07 PM
To: Aragon, Luiz
Cc: Haina JustMichael; Bramson, Noam; Strome, Chuck; paul warhit; Lynn Green
Subject: Re: RDX

[Quoted text hidden]

Tom Geoffino <tgeoffino@nrpl.org>
To: "Strome, Chuck" <Cstrome@ci.new-rochelle.ny.us>
Bcc: Haina JustMichael <justhaina@gmail.com>, Emery Schweig <eschweig@wlsmail.org>

Thu, Feb 5, 2015 at 3:04 PM

Chuck - I certainly did not initiate the e-mail "conversation" - our Foundation President Paul Warhit e-mailed Noam first.

[REDACTED] If you have anything further to comment regarding this matter, I welcome a phone call or meeting, if necessary. The library most certainly wants to work cooperatively with the City in relation to this important matter. Regards, Tom

[Quoted text hidden]

Strome, Chuck <Cstrome@ci.new-rochelle.ny.us>
To: Tom Geoffino <tgeoffino@nrpl.org>

Thu, Feb 5, 2015 at 4:37 PM

OK

From: tgeoffino@wlsmail.org [mailto:tgeoffino@wlsmail.org] **On Behalf Of** Tom Geoffino
Sent: Thursday, February 05, 2015 3:04 PM
To: Strome, Chuck
Subject: Re: RDX

[Quoted text hidden]

Tom Geoffino <tgeoffino@wlsmail.org>
To: Haina Just-Michael <JUSTHAINA@gmail.com>, Emery Schweig <eschweig@wlsmail.org>

Thu, Feb 5, 2015 at 4:45 PM

FYI

Sent from my iPhone

Begin forwarded message:

From: "Strome, Chuck" <Cstrome@ci.new-rochelle.ny.us>
Date: February 5, 2015 at 4:37:25 PM EST
To: Tom Geoffino <tgeoffino@nrpl.org>
Subject: RE: RDX

[Quoted text hidden]



Tom Geoffino <tgeoffino@wlsmail.org>

SPAM-LOW: Re: RDX

7 messages

Noam Bramson <nbramson@optonline.net>

Thu, Feb 5, 2015 at 12:10 PM

To: Tom Geoffino <tgeoffino@nrpl.org>

Cc: Paul Warhit <pwarhit@optonline.net>, Haina Just-Michael <justhaina@gmail.com>, Lynn Green <lynnannngreen@gmail.com>, Luiz Aragon <laragon@ci.new-rochelle.ny.us>

Tom,

Thank you for your note, although I confess that it has left me a little confused. Is it the desire of the various library constituencies to have a single, unified meeting with RDRXR or to have different meetings? May I suggest that you, the trustees, and the foundation consult and agree upon a desired course of action? Otherwise, it may be difficult for RDRXR to figure out how to engage the Library most inclusively and constructively. (If I have misread or overcomplicated your email, then please forgive me.)

I am copying Commissioner Aragon to keep him in the loop.

Noam

From: tgeoffino@wlsmail.org [mailto:tgeoffino@wlsmail.org] **On Behalf Of** Tom Geoffino
Sent: Thursday, February 05, 2015 11:59 AM
To: Bramson, Noam
Cc: paul warhit; Haina JustMichael; Lynn Green
Subject: [POSSIBLE SPAM] Re: RDX
Importance: Low

Noam,

I would like to contribute to the discussion in relation to this very important matter. [REDACTED]

[REDACTED] important advocacy groups (friends of the NLR) and the partnership for the HCL) in relation to [REDACTED]

As a matter of fact, Haina invited all Foundation Board members (via an e-mail sent by Paul Warhit) to attend the December Library Board meeting as RDRXR was scheduled to make its first presentation specific to this issue.

On January 14 (after repeated previous attempts on our part), we conducted a tour of our facility for RDRXR and City Development Department representatives. Apparently, it was an educational experience for the developers with the aftermath of the event resulting in their desire to hold off on the creation of a draft MOU with the library until implementation of their Crowdsourcing technique. We therefore asked for a special Crowdsourcing encounter with solely "library community" individuals - library board members, staff and, of course, representative of our advocacy groups.

Last Friday, we rejected the 2 dates advanced by RDRXR as our meeting room/theater space was unavailable but asked for additional dates in order to schedule this meeting. We have just heard back from the developers with 3 potential dates and are evaluating viability relative to available space in our facility as well as Library Board member availability. Needless to state, we will schedule this event with alacrity upon confirmation of a date. [REDACTED]

Please contact me if you have any questions or need further assistance regarding this matter.

Regards,

Tom

On Wed, Feb 4, 2015 at 10:45 AM, Noam Bramson <nbramson@optonline.net> wrote:

Hey Paul,

Thanks for the suggestion. I am adding Lynn Green to the copy list, because she posed a similar inquiry to Angela.

I think this is a very good idea, with the one caveat that it should be integrated into RDRXR's overall communications and outreach strategy, which is still in formation.

I will share this notion with their team, along with my blessing, and will encourage them to be in direct touch with you.

Noam

On Feb 3, 2015, at 5:39 PM, Paul Warhit wrote:

> Hello Noam,

>

> A fellow Library Foundation board member suggested the Foundation sponsor a presentation by RDX Developers at the library that would be open to the public. The Foundation board would like to be included in this process as much as possible and hosting this "town hall meeting" would be one way to be included.

>

> Please let me know if you would support such a program and if you could help facilitate with RDX. By copying Haina and Tom on this email, I am inviting feedback on this idea from them as well.

>

> I thank you in advance for your feedback and assistance and I look forward to hearing from you.

>

> Best,

> Paul

>

--

Thomas Geoffino
 Director
 New Rochelle Public Library
 1 Library Plaza
 New Rochelle NY 10801

914-632-7879
 914-632-0262 (Fax)
 tgeoffino@nrpl.org



Paul Warhit <pwarhit@optonline.net>

Thu, Feb 5, 2015 at 12:28 PM

To: Noam Bramson <nbramson@optonline.net>

Cc: Tom Geoffino <tgeoffino@nrpl.org>, Haina Just-Michael <justhaina@gmail.com>, Lynn Green <lynnannngreen@gmail.com>, Luiz Aragon <laragon@ci.new-rochelle.ny.us>

Hi All,

The Foundation board would be happy to cooperate and collaborate with the other library groups to have one "library" meeting with RDRXR. Please keep me posted.

Best,
 Paul

On Feb 5, 2015, at 12:10 PM, Noam Bramson wrote:

> Tom,
 >

> Thank you for your note, although I confess that it has left me a little confused. Is it the desire of the various library constituencies to have a single, unified meeting with RDRXR or to have different meetings? May I suggest that you, the trustees, and the foundation consult and agree upon a desired course of action? Otherwise, it may be difficult for RDRXR to figure out how to engage the Library most inclusively and constructively. (If I have misread or overcomplicated your email, then please forgive me.)

>
 > I am copying Commissioner Aragon to keep him in the loop.

>
 > Noam
 >

[Quoted text hidden]

Tom Geoffino <tgeoffino@nrpl.org>

Thu, Feb 5, 2015 at 1:04 PM

To: "Bramson, Noam" <nbramson@ci.new-rochelle.ny.us>

Cc: Haina Just-Michael <justhaina@gmail.com>, Lynn Green <lynnannngreen@gmail.com>, Luiz Aragon <laragon@ci.new-rochelle.ny.us>, paul warhit <pwarhit@optonline.net>

Noam - Per Paul's e-mail, we will proceed forward relative to setting up 1 unified "library" meeting with RDRXR. Thanks for your interest and assistance. Regards, Tom

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[Quoted text hidden]



Paul Warhit <pwarhit@optonline.net>

Thu, Feb 5, 2015 at 2:10 PM

To: Tom Geoffino <tgeoffino@nrpl.org>

Cc: "Bramson, Noam" <nbramson@ci.new-rochelle.ny.us>, Haina Just-Michael <justhaina@gmail.com>, Lynn Green <lynnannngreen@gmail.com>, Luiz Aragon <laragon@ci.new-rochelle.ny.us>

Hi All,

I just had a pleasant and productive conversation with Greg Merchant. Greg is going to speak with the RDRXR team and provide Tom and me with 3 potential dates for an informational meeting for the 4 library boards. Tom and I will then communicate with the 4 board presidents and respond to Greg with the preferred date.

Best,
Paul

[Quoted text hidden]

Tom Geoffino <tgeoffino@nrpl.org>

Thu, Feb 5, 2015 at 4:24 PM

To: Paul Warhit <pwarhit@optonline.net>

Cc: "Bramson, Noam" <nbramson@ci.new-rochelle.ny.us>, Haina Just-Michael <justhaina@gmail.com>, Lynn Green <lynnannngreen@gmail.com>, Luiz Aragon <laragon@ci.new-rochelle.ny.us>

Paul - Brandon Palanker, of RDRXR, has just given us 3 dates - 2/20, 3/4 and 3/5. The first date (2/20) is a Friday night - we believe it is not good relative to religious obligations for certain folks as well as a likely lack of interest from others about attending a Friday night meeting. The March 4th date is the start of Purim - I apologize but I am uncertain if this holiday is celebrated by our Jewish library community members. If so, I assume it would not be appropriate to schedule our meeting on that date. Lastly, the State of the City address will be held on March 5th and so will not work for us. In summary, can we book the meeting on March 4th and expect a significant turnout?. Your advice is much appreciated. Regards, Tom

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[Quoted text hidden]



Paul Warhit <pwarhit@optonline.net>

Thu, Feb 5, 2015 at 6:33 PM

To: Tom Geoffino <tgeoffino@nrpl.org>

Cc: "Bramson, Noam" <nbramson@ci.new-rochelle.ny.us>, Haina Just-Michael <justhaina@gmail.com>, Lynn Green <lynnannngreen@gmail.com>, Luiz Aragon <laragon@ci.new-rochelle.ny.us>

Hi Tom,

Those dates will not work.

Any Friday night is no good.

March 4th- Purim is no good.

March 5th- State of City Address is no good.

Best,
Paul

[Quoted text hidden]

Paul Warhit <pwarhit@optonline.net>

Fri, Feb 6, 2015 at 1:26 PM

To: Tom Geoffino <tgeoffino@nrpl.org>

Cc: "Bramson, Noam" <nbramson@ci.new-rochelle.ny.us>, Haina Just-Michael <justhaina@gmail.com>, Lynn Green <lynnannngreen@gmail.com>, Luiz Aragon <laragon@ci.new-rochelle.ny.us>

Hi again Tom,

I spoke to Greg Merchant and he is working on presenting a new set of proposed meeting dates. We should hear from him this coming week.

Best,
Paul

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Greg Varian

From: Brandon Palanker <bpalanker@renaissancedowntowns.com>
Sent: Thursday, January 15, 2015 10:17 AM
To: Tom Geoffino
Cc: Lia Dallariss; Haina JustMichael; Greg Varian; Burke, Charles; Sean McLean; Mark Evans; Aragon, Luiz; Reider, Suzanne; Gregory Merchant; Pinsky, Seth
Subject: Re: Tour of Library

Tom and Haina,

So many thanks for taking the time to meet with us yesterday. We have a lot to review as you provided us with a great amount of information which will certainly assist in our efforts. We will be in touch with you to discuss next steps as we look toward working with you and your staff to help Downtown New Rochelle reach its true potential.

That said, we would be more than happy to meet with some of your friends and supporters as we enter the initial phase of public outreach through our Crowdsourced Placemaking process. As we discussed, providing clear information on both the process and the potential outcomes is in our mutual interest and we would love to provide our availability to do so. I believe we discussed meeting with a smaller group first and then a larger group to follow. Lia will help schedule from our end so we can get that lined up over the next few weeks.

If you have any questions in the meantime, please do not hesitate to call. Many thanks.

- Brandon

Brandon A. Palanker
VP Marketing & Public Affairs
Renaissance Downtowns LLC

516-445-4473 (Cell)

On Tue, Jan 13, 2015 at 3:36 PM, Tom Geoffino <tgeoffino@nrpl.org> wrote:

Lia - Hope you are well. I am confirming tomorrow's tour/meeting at our facility starting at 2 pm and ending at 4:30 - can you confirm as well and indicate attendees from your "team"? Many thanks. Tom

On Wed, Jan 7, 2015 at 10:38 AM, Lia Dallariss <ldallariss@renaissancedowntowns.com> wrote:

Thank you Tom!

I will send meeting invite.

Many thanks, Lia

From: tgeoffino@wlsmail.org [mailto:tgeoffino@wlsmail.org] **On Behalf Of** Tom Geoffino
Sent: Wednesday, January 07, 2015 10:31 AM
To: Lia Dallarlis
Cc: Haina JustMichael; Greg Varian; Burke, Charles
Subject: Re: Tour of Library

Lia - Sorry for the delay but I had to "lock" in some of my Board members re availability for the tour. Having just done so, I am happy to confirm our tour/appointment next Wednesday, January 14th from 2 to 4 pm. Thanks much.
Regards, Tom

On Wed, Jan 7, 2015 at 10:25 AM, Lia Dallarlis <ldallarlis@renaissancedowntowns.com> wrote:

Hi Tom,

Not sure if you've had a chance to review the below. Please let me know at your earliest convenience. I look forward to hearing from you! TY Lia

From: Lia Dallarlis [mailto:ldallarlis@renaissancedowntowns.com]
Sent: Tuesday, January 06, 2015 1:52 PM
To: 'tgeoffino@nrpl.org'
Cc: 'Pinsky, Seth'; Sean McLean; 'Mark Evans'; 'Aragon, Luiz'; 'Reider, Suzanne'; 'Gregory Merchant'; Brandon Palanker
Subject: RE: Tour of Library

Good afternoon Tom,

Following up regarding the below, Renaissance is available next week Wednesday 1/14 between 2-4pm. Please let me know if that would work on your end.

Many thanks, Lia

Lia Dallarlis

Director of Investor Relations

Renaissance Downtowns

9 Gerhard Road

Plainview, NY 11803

(516) 433-9000 ext 1523

ldallaris@renaissancedowntowns.com

From: Brandon Palanker [<mailto:bpalanker@renaissancedowntowns.com>]

Sent: Tuesday, January 06, 2015 12:29 PM

To: Lia Dallarís; tgeoffino@nrpl.org; Mark Evans; Aragon, Luiz; Reider, Suzanne; Gregory Merchant

Cc: Pinsky, Seth; Mr. Sean McLean

Subject: Tour of Library

Lia,

If you could kindly work with Tom, from the New Rochelle Public Library, to set a time for a tour of the facility (ideally early or mid next week), that would be much appreciated. I have cc'd Luiz and Suzanne from the City as they may wish to join us as well. From our end it would be myself and Mark, possibly Sean if scheduled permit. Many thanks.

- Brandon

Brandon A. Palanker

VP Marketing & Public Affairs

Renaissance Downtowns LLC

516-445-4473 (Cell)

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Thomas Geoffino
Director
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tgeoffino@nrpl.org



Greg Varian

From: charles.f.burke.jr@gmail.com
Sent: Sunday, February 05, 2017 4:30 PM
To: spinsky@rxrrealty.com
Subject: RE: Library-RDRXR Agreement
Attachments: NR_Agreement with Library_11_28_16[1289]_CB1.doc; NR_Agreement with Library_11_28_16[1289]_CB1_Clean.doc

Seth,

Hope all is well. Apologies for not being in touch for a while. As I think I had emailed you post your sending the last version of the agreement, we would like to keep this first agreement solely focused on phase 1. I've taken a crack at amending your version (see both clean and marked up versions attached). This has not been reviewed by our lawyers but instead is meant to serve as a basis for discussion.

Perhaps we can catch up this week if you have time. Again, hope all is well.

Chuck

From: Pinsky, Seth [mailto:spinsky@rxrrealty.com]
Sent: Tuesday, November 29, 2016 9:55 AM
To: Burke, Charles
Cc: Sean McLean (smclean@renaissancedowntowns.com); Wharton, Philip; Fields, Steven
Subject: Library-RDRXR Agreement

Per your request, attached is a revised draft of the agreement between RDRXR and the Library that, I believe, conforms to our conversation. Please let me know if you have any questions or comments.

Sincerely,

Seth

The logo for RXR Realty, consisting of the letters 'RXR' in a bold, stylized, sans-serif font.

Seth Pinsky
EVP, Fund Manager

RXR Realty
1330 Avenue of the Americas Suite 500
New York, New York 10019

212.715.6112
spinsky@rxrrealty.com
www.rxrrealty.com

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