

**THEATER SUBDISTRICT COUNCIL LOCAL DEVELOPMENT  
CORPORATION**

**MINUTES OF THE MEETING OF DIRECTORS**

This meeting of Directors of the Theater Subdistrict Council Local Development Corporation ("Corporation"), was called by the Chairperson and held at 12:40 pm on March 5, 2009, at 31 Chambers Street, New York, New York, 10007.

The following Directors were present:

Kate Levin, Alternate for Mayor Michael Bloomberg  
Amanda Burden, Director, Department of City Planning  
Daniel R. Golub, Alternate for Manhattan Borough President Scott Stringer  
Danielle Porcaro, Alternate for New York City Council Speaker Christine Quinn  
Jed Bernstein, Mayor's Appointee  
Ben Cameron, Mayor's Appointee  
George C. Wolfe, Mayor's Appointee  
Paige Price, Speaker's Designee

A quorum of the Board of Directors was present.

Notice of this meeting was given to all Directors in accordance with the by-laws. Public notice of this meeting was posted in accordance with the Open Meetings Law, and was given to Manhattan Community Boards 4 and 5 in accordance with the by-laws.

The alternate for the Mayor, Commissioner Kate Levin, presided as Chairperson.

It was noted that the minutes of the December 16, 2008, Meetings of Directors were given to all Directors prior to the meeting. There being no corrections to the minutes, upon motion made and seconded, the minutes were unanimously adopted.

In accordance with the TSC Conflicts of Interest Policy, it was noted that the Directors have disclosed the following Conflicts of Interest: (i) Jed Bernstein – Broadway League, Manhattan Theatre Club, Theatre Development Fund; and (ii) Ben Cameron – Broadway League. These Directors accordingly recused themselves from consideration of the respective applications.

Barbara Janowitz, the Corporation's consultant, led a discussion of the 23 grant applications, a list of which is attached hereto as Exhibit A. It was noted that prior to the meeting, each director individually ranked the applications and a composite of these rankings was provided to the Directors. The Board proceeded through the list and discussed the strengths and weaknesses of each application. The Directors were then again asked to select the 12 top applications. (Directors who reported conflicts of interest were advised that they may reduce their votes by the number of conflicts they reported.) While the votes were being tallied, the Board considered administrative matters.

It was noted that the prior to the meeting, all Directors were provided the proposed Budget for Fiscal Year Ending May 31, 2010, and Budget Projections for June 1, 2009 – May 31, 2013, as shown on Exhibit B attached hereto (collectively, the Annual Budget).

Following discussions, upon motion made and seconded, a resolution was unanimously adopted approving the Annual Budget, subject to adjustment for the actual grant amount that is awarded in the meeting \$1,263,805. It was further resolved that the Treasurer shall file the adjusted budget as necessary to comply with local, state and federal laws.

It was noted that prior to the meeting all Directors were provide with the Model Grant Agreement, attached hereto as Exhibit C. As a condition of grant awards, this Model Grant Agreement would be tailored for each grantee and would be required to be executed by the Chair of the Board and Chief Executive Officer of each Grantee Organization.

Upon motion made and seconded, a resolution was unanimously adopted that the Model Grant Agreement shall be executed as a condition to the final award of the respective grants; and it was further resolved that the Model Grant Agreement shall be subject to any administrative or technical changes that are deemed necessary by the Chief Executive Officer of the Theater Subdistrict Council.

It was noted that the former Chief Financial Officer of the Corporation, Patrick Lok, has retired. Pursuant to a Resolution adopted at the Inaugural Meeting, Commissioner Burden appointed Mr. Ken Shillingford, the new Director of Operations of the Department of City Planning, to serve as the Chief Financial Officer of the Board. The Letters of Resignation and Appointment are attached hereto respectively as Exhibit D-1 and Exhibit D-2.

Returning to the consideration of the grant applications, the Consultant announced the results of the votes of the Directors. The board deliberated with respect to the results, the award amounts, and the number of grantees and projects to award.

Upon motion made and seconded, the Board adopted a resolution awarding 10 grants for the projects and in the amounts shown on Exhibit E, for a total of \$1,263,805, subject to the execution of a grant agreement and provision of all necessary documentation by the grantees. It was further resolved that in the event that a particular grantee does not execute a grant agreement and provide all necessary documentation with in a reasonable time, to be determined by the Chief Executive Officer of the Corporation, then the award to such Grantee may be rescinded and offered to the Alternate Grantee and in the amount shown on Exhibit E.

There being no other business before the meeting, the meeting adjourned at 3:30 PM.



Anthony Borelli,  
Alternate for Secretary

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## Exhibit A

**ORGANIZATIONS INVITED TO SUBMIT FULL APPLICANTS**

Applicant/lead	Project	con sor tium	Project Budget	Request Amount
1: A.R.T./New York	New York Theatre Network		300,000	100,000
2: Broadway League (1) CAATA (Consortium of Asian American Theaters/Artists)	Family First Nights Second Natl Asian American Theater Festival		120,000 360,725	50,000 90,000
4: City at Peace - New York	Generating New Voices and New Audiences		220,000	100,000
5: Classical Theat/Harlem (1)	Supreme Jealous Divine Theatre District Residency		250,000	100,000
6: Classical Theat/Harlem (2)	Project Classic: Theatre in Public Housing		250,000	100,000
7: Classical Theat/Harlem (3)	Future Classics Program		200,000	100,000
8: Daryl Roth Prod. (1)	Young Audiences Resident Company	x	900,000	200,000
9: Fund for Public Schools (1)	From the Bronx to Bway: Oral History Project	x	70,000	70,000
10: Fund for Public Schools (2)	Arts SPACE Theater Grant Program		123,000	123,000
11: Inside Broadway	The Broadway Experience		300,000	100,000
12: Manhattan Theatre Club (1)	Cultivating Young Adult Audiences		122,275	100,000
13: New 42nd Street, Inc.	New Victory Theater School Partnership		2,100,000	150,000
14: New Dramatists (2)	Full Stage NYC		520,000	150,000
15: NYTW (1) (New York Theater Workshop)	OFF AGAIN: The Off-Broadway Musical Series		388,000	150,000
16: Roundabout Theatre Company	Roundabout Underground		764,386	100,000
17: Second Stage Theatre (2)	Monday Night Live		250,000	200,000
18: Signature Theatre Company	The Signature Ticket Initiative White Paper		50,000	50,000
19: Theatre Development Fund	Bringing Under-Represented Audiences to Theatre		250,000	150,000

**ORGANIZATIONS INVITED TO SUBMIT FULL APPLICANTS**

Applicant/lead	Project	con sor tium	Project Budget	Request Amount
20 Thirteen/WNET	Thirteen/WNET Theater Initiative - Pilot Phase		100,000	100,000
21 Walker International Communications Group, Inc.	Interborough Cultural Youth Theater Initiative	x	150,000	100,000
22 Women's Project (1)	WP Labs for Playwrights, Directors, and Producers		435,750	250,000
23 Women's Project (2)	Ten Centuries of Women Playwrights Arts Educ Prog		212,612	50,000

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**Exhibit B**

THEATER SUBDISTRICT COUNCIL LOCAL DEVELOPMENT CORPORATION

<b>BUDGET: Fiscal year ending May 31, 2010</b>				
<b>INCOME</b>	<b>2009-2010 (For Adoption)</b>	<b>2008-2009 (thru 1/30/09)</b>	<b>2008-2009 (Budgeted)</b>	<b>2007-2008 (Actual)</b>
From Contributions	\$ -	\$ 718,363.80	\$ 2,350,352.76	\$ 3,167,718.96
From Interest*	\$ 4,250	\$ 26,617.70	\$ -	\$ 58,410.11
<b>TOTAL INCOME</b>	<b>\$ 4,250</b>	<b>\$ 744,981.50</b>	<b>\$ 2,350,352.76</b>	<b>\$ 3,226,129.07</b>
<b>EXPENDITURES</b>				
Grants and Programmatic**	\$ 1,000,000	\$ -	\$ 800,000.00	\$ -
Administrative***	\$ 2,500	\$ 1,724.25	\$ 2,000.00	\$ -
Accounting/Auditing	\$ 2,500	\$ 3,750.00	\$ 5,000.00	\$ -
Consultant	\$ 50,000	\$ 24,000.00	\$ 50,000.00	\$ -
Filing Fees	\$ 275	\$ 275.00	\$ -	\$ 1,000.00
Bank Charges****	\$ 4,000	\$ 2,691.49	\$ -	\$ 1,102.61
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,059,275</b>	<b>\$ 32,440.74</b>	<b>\$ 857,000.00</b>	<b>\$ 2,102.61</b>
<b>Change in New Assets</b>	<b>\$ (1,055,025)</b>	<b>\$ 712,540.76</b>	<b>\$ 1,493,352.76</b>	<b>\$ 3,224,026.46</b>
<b>Net Assets Beginning</b>	<b>\$ 4,838,000</b>	<b>\$ 4,951,383.57</b>	<b>\$ 2,601,104.67</b>	<b>\$ 1,727,357.11</b>
<b>Net Assets Ending</b>	<b>\$ 3,782,975</b>	<b>\$ 5,663,924.33</b>	<b>\$ 4,094,457.43</b>	<b>\$ 4,951,383.57</b>

**NOTES:**

\* Interest estimates are based on the APR in January of .098% for funds held in savings. For funds held in checking, a simple average of the interest payments from the last 3 months was used.

\*\* Assumes that the remaining 20% of the initial cycle and 80% of the second cycle funds distributed.

\*\*\* Includes expenses related to grant program (information sessions, advisory panel, mailing and other miscellaneous expenses).

\*\*\*\* Bank charge estimates are based on the average monthly charges from the first eight months of FY 2008-2009.

**THEATER SUBDISTRICT COUNCIL LOCAL DEVELOPMENT CORPORATION**

<b>BUDGET PROJECTIONS: June 1, 2009 - May 31, 2013</b>				
	<b>2009-2010 (For Adoption)</b>	<b>2010-2011 (Proposed)</b>	<b>2011-2012 (Proposed)</b>	<b>2012-2013 (Proposed)</b>
<b>INCOME</b>				
From Contributions	0	0	0	0
From Interest	4,250	4,250	4,250	4,250
<b>TOTAL INCOME</b>	<b>4,250</b>	<b>4,250</b>	<b>4,250</b>	<b>4,250</b>
<b>EXPENDITURES</b>				
Grants and Programmatic	1,000,000	1,000,000	1,000,000	500,531 **
Administrative	2,500	2,500	2,500	2,500
Accounting/Auditing	2,500	2,500	2,500	2,500
Consultant	50,000	50,000	50,000	50,000
Filing Fees	275	275	275	275
Bank Charges	4,000	4,000	4,000	4,000
<b>TOTAL EXPENDITURES</b>	<b>1,059,275</b>	<b>1,059,275</b>	<b>1,059,275</b>	<b>559,806</b>
<b>Change in New Assets</b>	<b>-1,055,025</b>	<b>-1,055,025</b>	<b>-1,055,025</b>	<b>-555,556</b>
<b>Net Assets Beginning</b>	<b>4,838,000</b>	<b>3,782,975</b>	<b>2,727,950</b>	<b>1,672,925</b>
<b>Net Assets Ending</b>	<b>3,782,975</b>	<b>2,727,950</b>	<b>1,672,925</b>	<b>1,117,369 **</b>

\*\*In accordance with Section 81-741(i)(1) of the Zoning Resolution of the City of New York, no less than 20% of the contributions received shall be reserved, "to undertake the ongoing periodic inspection and maintenance report requirements... The Theater Subdistrict Council may petition the City Planning Commission for a reduction in the percentage of such reserve and the Commission may grant such reduction if, in its judgement, a lesser percentage will be sufficient to carry out the purposes of this paragraph." Based on total historical contributions of \$5,586,845.28, \$1,117,369.06 must be reserved for these purposes.

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**Exhibit C**

## GRANT AGREEMENT

This Agreement dated \_\_\_\_\_, 200\_, entered into between the Theater Subdistrict Council Local Development Corporation ("TSC"), a not-for-profit local development corporation with offices located c/o Office of the Counsel, 22 Reade Street, New York, New York 10007, and «orgname», a \_\_\_\_\_ [corporation] with offices located at «m\_adrs» «m\_adrs2», «m\_city», «m\_state» «m\_zip» ("Grantee").

### Paragraph 1. GENERAL PURPOSE

The purpose of this Agreement is to fund Grant Services in order to promote theater and theater-related use and preservation within the Theater Subdistrict and the welfare of the Theater Subdistrict generally, in accordance with the purpose and intent of Section 81-71 of the New York City Zoning Resolution.

### Paragraph 2. SCOPE OF SERVICES

Grantee shall provide those services described in the Scope of Services, a copy of which is attached hereto and made a part hereof as Exhibit A ("Grant Services").

### Paragraph 3. MODIFICATION

If Grantee wishes to modify the scope of the Grant Services, Grantee shall make a written request for modification to the Chairperson, which may be approved in his or her discretion.

### Paragraph 4. TERM

The period of performance for the Grant Services shall be from \_\_\_\_\_, 2009 to \_\_\_\_\_, 20\_\_.

### Paragraph 5. GRANT AMOUNT

A. In consideration for the Grant Services provided under this Agreement, the TSC agrees to pay Grantee an amount not to exceed \$«FY09\_Total\_Award» (the "Grant"). The Grant is to be used by Grantee solely to pay costs and expenses incurred in performing the Grant Services. Grantee acknowledges that the Grant to be paid Grantee by the TSC under this Agreement does not constitute full reimbursement for the costs and expenses of the Grant Services.

B. In the event: i) The Grantee does not provide the Grant Services, ii) uses the Grant towards the payment of any costs and expenses other than those related to the Grant Services, or iii) if the Chairperson shall find that the Grantee has not otherwise complied with this Agreement, then this Agreement may be subject to termination pursuant to Paragraph 9(A)(i) and Grantee will be required to account for and return any unspent portion of the Grant in accordance with Paragraph 9(D).

### Paragraph 6. METHOD OF PAYMENT

A. Payment of the Fiscal 2009 Grant shall be made in accordance with the following schedule:

Initial payment of 80% of Grant upon execution of this Agreement and submission of all insurance certificates required under Section 1(C) of Exhibit B:

\$«INITIAL\_PMT\_Amt»

Final payment of 20% of Grant upon completion of Grant Services and satisfaction of all Reporting Requirements under Paragraph 7 hereof:

\$«Final\_Pmt\_Amt»

B. i. The final payment under this Agreement shall be made only upon completion of the Grant Services, and submission to and approval by the Chairperson of a payment request and Final Report. Such payment request shall be signed by Grantee's Executive Director or other authorized signatory.

ii. The final payment request shall be submitted within thirty days (30) days after completion of the Grant Services, and in any event, no later than [September 30, 2010]. The Chairperson, in his or her discretion, may specify alternative dates for the submission of payment requests.

iii. Unless otherwise specified by the Chairperson, payment requests must be submitted to the Theater Subdistrict Council Grant Program, Department of Cultural Affairs, 31 Chambers Street, Second Floor, New York, NY 10007.

C. Failure to submit a payment request by the specified date or to the appropriate address may result in the delay or forfeiture of payment under this Agreement.

#### Paragraph 7. REPORTING REQUIREMENTS

A. Interim Report. An Interim Report covering the period from \_\_\_\_\_, 2009 to \_\_\_\_\_, 20\_\_\_, shall be due within 30 days of the end of such period. The Interim Report shall include a narrative description of project progress to date; and a comparison of the original project budget with the actual income and expenses to date and the revised budget. Any changes in budget lines of more than 20% from original budget must be explained. Additional programmatic, administrative and fiscal information, and supporting documentation may be required by the Chairperson.

B. Final Report. A Final Report shall be due within 30 days of completion of the Scope of Services, and in no event later than [September 30, 2010]. The final report should include a narrative report on the project addressing its success, effectiveness and impact, and quantifying the impact when possible; a final actual project income and expense statement should be provided and compared to the original project budget. Any changes in budget lines of more than 20% from original budget must be explained. Additional programmatic, administrative and fiscal information, and supporting documentation may be required by the Chairperson.

C. Notification and Access. Grantee shall send a schedule of all performances or other programmatic activities open to the public held in furtherance of the Grant Services to theatersubdistrictcouncil@gmail.com, and will provide the TSC and/or the staff of the Departments of Cultural Affairs and City Planning access to such programmatic activities.

#### Paragraph 8. CREDITS

All programs, brochures, flyers, posters or similar material relating to the Grant Services shall include, in a legible manner and appropriate type size, a statement that "THIS PROGRAM IS SUPPORTED[ IN PART,] BY FUNDS FROM THE CITY OF NEW YORK THEATER SUBDISTRICT COUNCIL, LDC AND THE CITY OF NEW YORK" and will display the logo of the TSC, if provided by TSC to Grantee. In his or her discretion, the Chairperson may specify or approve alternative means of crediting the TSC for the support provided to Grantee.

#### Paragraph 9. TERMINATION

A. The Chairperson shall have the right to terminate this Agreement, in whole or in part:

- i. Upon the failure of Grantee to comply with any of the terms and conditions of this Agreement;
- ii. Upon Grantee becoming insolvent;

- iii. Upon the commencement under the Bankruptcy Act of any proceeding by or against Grantee, either voluntarily or involuntarily; or

B. If the TSC, acting through its Chairperson, determines that Grantee has failed to comply with any of the terms and conditions of this Agreement, the TSC shall give Grantee written notice of default, and at least ten (10) business days to effect a cure. If the Chairperson finds that Grantee has diligently commenced and diligently prosecuted efforts to effect a cure during such ten (10) business day period, then the aforesaid ten (10) business day period shall be extended for so long as Grantee continues to proceed diligently with effectuation of such cure. If Grantee is unable to commence to effect a cure in the initial ten (10) business day period due to circumstances beyond the control of the Grantee, then upon written request by Grantee, the Chairperson, in the exercise of his or her discretion and upon such conditions as he or she may deem appropriate, may allow Grantee an additional period of time in which to commence to effect a cure.

Subject to the foregoing, if Grantee fails to cure a default or to commence to cure and thereafter diligently prosecute efforts to effect a cure in accordance with this section, then the TSC may give Grantee written notice stating its intent to terminate this Agreement and specifying the effective termination date, whereupon such date this Agreement shall be terminated.

C. Upon receipt of the notice of termination, Grantee shall not use the Grant to incur or pay any further expenses or obligations, after the termination date.

D. Within thirty (30) days of termination of this Agreement, Grantee shall:

- i. Provide the TSC with an accounting of funds spent in furtherance of Grant Services; and
- ii. Refund to the TSC any unspent funds which have been paid to Grantee under this Agreement.

E. In the event of termination, no final payment shall be made pursuant to Paragraph 6 of this Agreement, provided that a Grantee terminated pursuant to Paragraph 9(A)(ii) or 9(A)(iii) may receive equitable compensation for such services as shall, in the judgment of the Chairperson, have been satisfactorily performed by Grantee up to the date of termination. Such compensation shall be fixed by the Chairperson and subject to audit by the Treasurer of the TSC. However, Grantee's right to equitable compensation hereunder shall be contingent upon full compliance with all of Grantee's obligations required to be performed under this Agreement prior to termination by the TSC.

#### Paragraph 10. OTHER PROVISIONS

The provisions attached to this Agreement as Exhibit B are incorporated by reference into this Agreement as if set forth fully herein.

#### Paragraph 11. TAX AFFIRMATION

The Grantee affirms that it is not in arrears to the City of New York upon debt or contract, or taxes, and is not a defaulter as surety or otherwise, upon any obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the Grantee to receive public contracts.

IN WITNESS WHEREOF, the parties hereto have duly executed this AGREEMENT, as of the day and year first written below.

Theater Subdistrict Council, LDC

«orgname»

By: \_\_\_\_\_

By: \_\_\_\_\_

Margaret Morton,  
Chief Executive Officer

(signature)

\_\_\_\_\_  
(print name)

Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

(signature)

\_\_\_\_\_  
(print name)

Chairperson of the Board of Directors

Date: \_\_\_\_\_

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**Exhibit A: SCOPE OF SERVICES**

## **Exhibit B**

### **SECTION 1. INSURANCE**

- A. Grantee shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance and Disability Benefits Insurance for the benefit of its employees in the amounts and to the extent required by law.
- B. Grantee shall also take out and maintain during the life of this Agreement, with a company licensed to do business in the State of New York, Comprehensive General Liability insurance in the amount of One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury (including death) and property damage. The Chairperson of the Theater Subdistrict Council, LDC ("TSC") reserves the right, at his or her discretion, to require additional coverage. The TSC and the City of New York ("City"), their officers, agents and employees are to be added as additional insureds in any such policy. Such policy shall also provide that the TSC shall be given at least fifteen (15) days' advance notice of any cancellation of the policy.
- C. Prior to receipt of the first payment under this Agreement, Grantee shall furnish the TSC with certificates of insurance effecting coverage for all required policies of insurance.

### **SECTION 2. ACCOUNTS**

- A. This Agreement and all payments made under this Agreement are subject to audit by TSC, acting through the staff of the Departments of Cultural Affairs and City Planning, or other City agency designated by the TSC for this purpose.
- B. To facilitate audit Grantee shall maintain adequate records of services performed by Grantee under this Agreement, and shall keep such records available for inspection and audit for a period of six (6) years after the termination of this Agreement.

### **SECTION 3. GRANTEE'S EMPLOYEES**

- A. Grantee is an independent entity, and shall not be deemed to be an agent, employee, servant or representative of the TSC or the City for any purpose whatsoever.
- B. All personnel provided by the Grantee to perform any service required under this Agreement shall be considered as employed by the Grantee, and not the TSC or the City. Grantee alone is responsible for their work and personal conduct while performing under this Agreement, as well as for their direction and compensation. Nothing included in this Agreement shall impose any liability or duty upon the TSC or the City to persons, firms, or corporations employed in any capacity by Grantee, or make the TSC or the City liable to any person or entity (including governmental agencies) for any act, omission, liability, obligation or taxes (including unemployment insurance and social security) of Grantee or any individual, firm or corporation employed by Grantee.
- C. Grantee shall not employ any labor, material or means whose use during the course of this Agreement will in any way cause a strike, work stoppage or similar troubles.

### **SECTION 4. EQUAL EMPLOYMENT COMPLIANCE/NON-DISCRIMINATION**

Grantee agrees that:

- A. it will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading,

demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment; and

B. when it subcontracts it will not engage in any unlawful discrimination in the selection of subcontractors on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation.

#### SECTION 5. PERMITS; COMPLIANCE WITH LAW

A. Grantee, at its own expense, shall obtain all necessary permits, consents, certificates and licenses necessary for the purposes of performing the services described in Exhibit A. The TSC shall cooperate with Grantee and furnish such information and complete any applications that may be requested by Grantee for the purpose of enabling Grantee to comply with the requirements of this Section.

B. Grantee shall render all services under this Agreement in accordance with applicable provisions of federal, state and local laws, rules and regulations as are in effect at the time such services are rendered.

#### SECTION 6. RISK OF OPERATIONS

A. Notwithstanding anything to the contrary contained in this Agreement, Grantee shall be solely responsible for all injuries to persons, including death or damage to property, resulting from any act, omission or negligence of Grantee, its agents or subcontractors in performing this Agreement. Grantee agrees to indemnify and hold the TSC and the City, their officers, agents and employees harmless from any liability upon any claim for injuries, death or damages on account of the negligence, act or omission of Grantee, its agents or subcontractors.

B. Grantee shall be solely responsible for the safety and protection of all its employees and shall assume all liability for injuries, including death, that may occur as a result of its performance of this Agreement whether or not due to the negligence, act or omission of Grantee, its agents or subcontractors.

#### SECTION 7. RELEASE

The acceptance by Grantee of any payment made on the final payment request under this Agreement shall release the TSC and the City from all claims of liability to Grantee under this Agreement.

#### SECTION 8. ACTIONS

A. No action shall be brought against the City by Grantee upon any claims based upon this Agreement unless such action shall be commenced within six (6) months of the termination of this Agreement, or within six (6) months of the accrual of the cause of action, whichever first occurs.

B. In the event any claim is made or any action brought against the TSC and/or the City in any way relating to the Agreement, Grantee shall diligently render to the TSC and/or the City, without additional compensation, any and all assistance which the TSC and/or the City may require of Grantee.

#### SECTION 9. ASSIGNMENT

Grantee shall not assign or otherwise transfer this Agreement or Grantee's rights (including the right to payment) and obligations under this Agreement, in whole or in part, without the prior written consent of the Chairperson of the TSC.

#### SECTION 10. INFRINGEMENTS

Grantee shall be liable to the TSC and/or the City and shall indemnify and hold the TSC and/or the City harmless for any damage, loss or expense sustained by the TSC and/or the City arising out of any infringement by the Grantee of any copyright, trademark, or patent, rights of design systems, drawings,

graphs, charts, specifications or printed matter furnished or used by the Grantee in the performance of this Agreement.

#### SECTION 11. CLARIFICATION

If this Agreement contains any errors, inconsistencies, ambiguities or discrepancies including typographical errors, Grantee shall request a clarification by writing the Chairperson of the TSC, whose decision will be binding upon the parties.

#### SECTION 12. PROVISIONS OF LAW CONTROLLING

It is the intention and understanding of the parties to this Agreement that every provision of law required to be inserted in this Agreement is deemed to be so inserted. If, through mistake or otherwise, any such provision is not so inserted or is not inserted in correct form, then this Agreement shall, upon the application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party.

#### SECTION 13. NO PERSONAL LIABILITY

Neither the Chairperson, nor any officer, employee, agent or representative of the TSC or the City shall be liable personally to Grantee under this Agreement.

#### SECTION 14. MERGER; MODIFICATION

This written Agreement contains all the terms and conditions agreed to by the parties, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist, or to bind any party, or to vary any of the terms contained in this Agreement. This Agreement shall not be modified except by an instrument in writing approved by the Chairperson.

#### SECTION 15. SEVERABILITY

If this Agreement contains any unlawful provision not an essential part of the general structure of this Agreement and which shall not appear to have been a material inducement to the making of this Agreement, such provision shall be deemed to be of no effect and shall, upon the application of either party, be stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

#### SECTION 16. CONFLICT OF INTEREST

Grantee represents that neither it nor any of its directors, officers or employees, has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner with the performance of services under this Agreement. Grantee further represents that no person having such interest shall be employed by it in the performance of this Agreement.

#### SECTION 17. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

A. This Agreement shall be deemed to be executed in the City of New York, State of New York, regardless of the domicile of the Grantee, and shall be governed by and construed in accordance with the laws of the State of New York.

B. The parties agree that any and all claims asserted by or against the TSC and/or the City arising under this Agreement or related thereto shall be heard and determined either in the courts of the United States located in New York City ("Federal Courts") or in the courts of the State of New York ("New York State Courts") located in the City and County of New York. To effect this agreement and intent, the Grantee agrees:

1. If the TSC or the City initiate any action against the Grantee in Federal Court or in New York State Court, service of process may be made on the Grantee either in person, wherever such Grantee may be found, or by registered mail addressed to the Grantee at its address as set forth in this Agreement, or to such other address as the Grantee may provide to the TSC or the City in writing; and

2. With respect to any action between the TSC and/or the City and the Grantee in New York State Court, the Grantee hereby expressly waives and relinquishes any right it might otherwise have (a) to move to dismiss on grounds of forum non conveniens, (b) to remove to Federal Court, and (c) to move from a change of venue to a New York State Court outside New York County.

3. With respect to any action between the TSC and/or the City and the Grantee in Federal Court located in New York City, the Grantee expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a United States Court outside the City of New York.

4. If the Grantee commences any action against the TSC and/or the City in a court located other than in the City, County and State of New York, upon request of the City and/or the TSC, the Grantee shall either consent to a transfer of the action to a court of competent jurisdiction located in the City, County and State of New York or, if the court where the action is initially brought will not or cannot transfer the action, the Grantee shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in New York City.

C. If any provision(s) of this Article is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

#### SECTION 18. NOTICE

A. Grantee designates «m\_adrs» «m\_adrs2», «m\_city», «m\_state» «m\_zip» as the place where all notices to the Grantee may be delivered or mailed. Except as otherwise specified in this Agreement, the City and the TSC designate c/o Office of the Counsel, 22 Reade Street 2W, New York, N.Y. 10007, as the place where all notices to the City and/or the TSC may be delivered or mailed. All notices given by mail shall be deemed received seven days after being mailed, provided such notice is sent by certified mail, return receipt requested. Notice given by personal delivery shall be deemed received upon delivery, provided a written receipt is given.

B. Grantee may change its address at any time by writing to the TSC at c/o Office of the Counsel, 22 Reade Street, 2W, New York, N.Y. 10007.

#### SECTION 19. STIPULATIONS

This Agreement shall not be binding upon the TSC until the Grantee submits in satisfactory form any additional documentation as may be required by the TSC in connection with the approval of this Agreement.

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**Exhibit D-1**

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THEATER SUBDISTRICT COUNCIL  
LOCAL DEVELOPMENT CORPORATION

LETTER OF RESIGNATION

Theater Subdistrict Council LDC  
c/o Office of the Counsel  
22 Reade Street  
New York, NY 10007

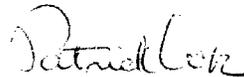
December 15, 2008

Re: Letter of Resignation

Directors of the Corporation:

Whereas a new Chief Financial Officer of the Theater Subdistrict Council is to be appointed by the Treasurer in accordance with the Resolution of the Board of Directors, dated July 30, 2007, I hereby resign from the position of Chief Financial Officer. This resignation shall be effective immediately upon the appointment of such Chief Financial Officer.

Sincerely,



Patrick Lok

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**Exhibit D-2**

THEATER SUBDISTRICT COUNCIL LDC  
c/o Office of the Counsel  
22 Reade Street  
New York, NY 10007

Kenneth Shillingford  
Department of City Planning  
22 Reade Street  
New York, NY 10007

February 25, 2009

Re: Letter of Appointment

Dear Mr. Shillingford:

The Theater Subdistrict Council Local Development Corporation ("Theater Subdistrict Council"), a not-for-profit local development corporation, has been established to promote theater-related use and preservation within the Theater Subdistrict, and to promote the welfare of the Theater Subdistrict.

In order to assist the Theater Subdistrict Council and the City of New York in this important endeavor, I am delighted to appoint you as Chief Financial Officer, to serve without salary and to provide such assistance and take such action as are in furtherance of the interests of the Theater Subdistrict Council and the City.

Sincerely,



Amanda Burden  
Treasurer

c: Kate Levin  
David Karnovsky

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**Exhibit E**

TSC GRANTEES			
Grantee	Project	Project Period	Grant Amount
1 A.R.T./New York	<b>The New York Theatre Network</b> ; on-line social networking website for Off- and Off-Off-Broadway audience development	3/09 - 8/10	150,000
2 Broadway League	<b>Family First Nights</b> ; expansion of program that brings at-risk families to 3 Broadway shows/year with subsidized tickets and value added elements; expand from 80 to 100 families in all 5 boroughs.	9/09 - 8/10	50,000
3 Classical Theatre of Harlem	<b>TARTUFFE SUPREME Theatre District Residency</b> ; development and presentation of world premiere adaptation of <i>Tartuffe</i> on Theatre Row; and <b>Project Classics: Theatre in Public Housing</b> ; partner with NYCHA to bring a two-play season of theatre and education programs to a community center in a Harlem housing project	4/09 - 8/10	200,000
4 Fund for Public Schools	<b>Arts SPACE Theater Grant Program</b> ; expansion of existing program: enable 4 middle schools to improve theatre space and equipment, tickets to Bway shows, develop work in new/refurbished theatre spaces and showcase in a TS theatre; panel and workshop presentations on theatre appreciation and professional opportunities	4/09 - 8/10	123,000
5 New 42nd Street, Inc.	<b>New Victory Theater Education Program and Bring Your Family to the New Vic</b> ; expand education program by adding 90 addl in-classroom workshops (2250 more students); pilot new initiative for families to attend performances and ancillary activities	7/09 - 6/10	150,000
6 New Dramatists	<b>Full Stage NYC</b> ; play development program partnering three New Dramatists playwrights with three producing theatres for development of plays through readings, workshops, and full performance	3/09 - 8/10	150,000
7 Roundabout Theatre	<b>Roundabout Underground</b> ; expansion of new play program to 2nd full production in blackbox theatre targeted to younger audiences w \$20 ticket price	8/09 - 8/10	100,000
8 Signature Theatre Company	<b>The Signature Ticket Initiative White Paper</b> ; to gauge longterm impact of initiative, funding for 1st phase of audience interviews and surveys through 2008/09 season with interim report. 2nd phase to run through 2011 season.	3/09 - 8/10	75,000
9 Theatre Development Fund	<b>Bringing Under-Represented Audiences to Theatre</b> ; plan and implement audience development program targeting community groups (from all 5 boroughs) currently under-represented on Bway	3/09 - 8/10	150,000
# Walker International Communications Group ( <i>consortium</i> QuickSilver Prod, Cherine Anderson)	<b>Impact Broadway: Interborough Cultural Youth Theater Initiative</b> ; multi-pronged audience development program for African-American and Latino high school and college students, establishing theatre clubs at 2 schools in each borough, trips to 3 Bway shows, program website, newsletter, workshops, et al.	3/09 - 6/10	115,805
ALTERNATE GRANTEE			
City at Peace	<b>Generating New Voices, New Audiences</b> ; development of new, original musical theatre production, written and performed by 60+ NYC teens, presented in Theater Subdistrict	8/09 - 7/10	100,000