

F.E.G.S

Executive Offices
315 Hudson Street
New York, NY 10013

TEL: 212.366.8401
FAC: 212.366.8441
E-MAIL: amiller@fegs.org

*File
Contribution*

EXECUTIVE STAFF

**PARTNERSHIPS
FOR A CHANGING WORLD**

December 23rd, 1999

Alfred P. Miller
Executive Vice President/CEO

Harry B. Henshel

Redacted

*To: Steve Hickman
For your info.
January 1/3/00*

Dear Harry:

I very much enjoyed our conversation last week and share your enthusiasm about creating new opportunities for people with disabilities.

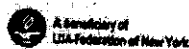
Enclosed please find a brief proposal which outlines the ideas we discussed to establish the **JOY AND HARRY B. HENSHEL CONSUMER ART AND INFORMATION CENTER**. The new Center, to be located in a gallery like space with its own entrance at 315 Hudson Street, Manhattan, F.E.G.S.' new and main location, will be the F.E.G.S. venue for the display and sale of the artworks produced by people with disabilities, and will incorporate the latest in technology to bring these works to the public and to the art world. The **JOY AND HARRY B. HENSHEL CONSUMER ART AND INFORMATION CENTER** will also be the Agency's prime public information and marketing location and will make available, through computer stations and visual displays, extensive information about the vast services of F.E.G.S.

We are very grateful to you and Joy for your longstanding commitment to F.E.G.S., and share with you the excitement about the rich possibility of enhancing the skills, knowledge and independence of the thousands of people served each year by F.E.G.S.

I look forward to talking with you soon, and welcome any comments or questions you may have about this proposal.

I wish you, Joy and the entire family a Very Happy and Healthy New Year.

Sincerely,



Enclosure

*cc: Willie
1/24/00
12/31*

Exhibit 15

F·E·G·S


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**PARTNERSHIPS
FOR A CHANGING WORLD**

Proposal to Establish

The Joy and Harry B. Henshel Consumer Art and Information Center

 A Beneficiary of
UJA-Federation of New York

 A United Way Agency
of New York City/Long Island

Proposal to Establish the Joy and Harry B. Henshel Consumer Art and Information Center

History has long recognized the artistic talent of the untrained artist. Art naif, art primitive, outsider art, and other terms describe the rich, often inspirational works produced by persons who have never received formal training as well as those who have had little contact with the painting and sculpture of museums and literature. These past 20 years have seen an even greater acceptance of the art of a wider audience of untrained artists including persons with disabilities: psychiatric, developmental, or physical; individuals in the prison system, those living in extreme poverty, persons abused, and others, for whom the creative outlet is used to release their deepest feelings, but whose expressive talent captures the soul and spirit of its viewers.

F.E.G.S.' many programs for persons with mental illness and developmental disabilities, particularly the Agency's residential, continuing day treatment, and developmental day treatment services, include as part of its treatment modalities, creative arts expression. Consumers are encouraged to use a variety of mediums: paint, watercolor, clay, ceramic, and other materials to describe and document their feelings, opinions, and thoughts. Creative arts therapists and other clinical staff often learn much about the needs of an individual through their expressive work, and also find that much of the work that is produced has a broader appeal than to the individual consumer.

F.E.G.S. has long encouraged and displayed the creative work of its consumers.

- The Agency's Developmental Disabilities Division was the first place recipient of a statewide consumer art contest. The F.E.G.S. poster created was selected by New York State to recognize the talents of developmentally disabled adults.
- At the Harry and Jeanette Weinberg Mental Health Center in the Bronx, an annual art show features more than 100 of the best works of its consumers in a setting that parallels any New York City art gallery.
- The F.E.G.S. Media and Communications Department is mounting and displaying the work of the Agency's consumers side by side with the art posters of prominent artists.
- F.E.G.S. intends to develop a consumer art icon as part of the F.E.G.S. web site and plans to link consumer art works with a network of related art exhibitions and online purchase sites.

For some time F.E.G.S. has wanted to display the work of its consumers in a prominent gallery, to demonstrate the talents of persons with disabilities and to provide consumers with a venue to sell their works. Since F.E.G.S. relocated its Manhattan operations to 315 Hudson Street, the neighborhood has become one of the prime real estate locations in the City. Now called 'Hudson Square,' the up and coming high technology environ which is adjacent to SoHo, is the mecca for the technology industry. It is also just 2 blocks from the West Side Highway where renovations have

already created bicycle paths, trees, and soon to be cafes, shops, and restaurants along the waterfront. The space that F.E.G.S. occupies at 315 Hudson Street includes, in addition to the main lobby entrance (and the F.E.G.S. lobby entrance around the corner at 80 Vandam Street), a private glass entrance and 500 square foot windowed gallery space on Hudson Street. It is in this space that F.E.G.S. would like to establish **The Joy and Harry B. Henshel Consumer Art and Information Center**.

The Joy and Harry B. Henshel Consumer Art and Information Center would:

- Display the work of consumers with developmental, physical, and emotional disabilities.
- Use the gallery venue for receptions for visitors to F.E.G.S. and consumers of F.E.G.S.
- Research, price, market, and sell the consumer art, thereby creating learning opportunities for the artists as well as potential income for them.
- Be the main location for the on line display of consumer art, demonstrating this at the site through computers and connections to related consumer resources
- Develop an intranet of consumer information, emphasizing psychiatric, health, service, self-help, housing, benefits, training, employment information and opportunities.
- Conduct an annual consumer art competition and provide participant(s) winners the opportunity to attend an art school or some other appropriate art training course/program.

The Joy and Harry B. Henshel Consumer Art and Information Center would also become a technologically sophisticated Center to inform the public about the many services of F.E.G.S. Computer terminals and vivid displays would immediately tell someone about what is available at F.E.G.S., where to find it, and whom to talk with to receive F.E.G.S. services. Hundreds of visitors to the agency's prestigious Harry and Jeanette Weinberg Health Related and Human Services Center would be introduced to F.E.G.S. by entering **The Joy and Harry B. Henshel Consumer Art and Information Center**.

F.E.G.S. projects that the total cost of renovating, furnishing, and technologically equipping **The Joy and Harry B. Henshel Consumer Art and Information Center** to be \$200,000. F.E.G.S. would like to designate the \$100,000 contribution received from Joy and Harry B. Henshel for this purpose. F.E.G.S. believes that the creation of this consumer art gallery and consumer information center marries the intrinsic self-expression of consumers with the power of technology to yield unfolding opportunities for persons with disabilities.

F.E.G.S. greatly appreciates your support and interest to work with us to create **The Joy and Harry B. Henshel Consumer Art and Information Center**.



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November 6, 2006

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 Arlene Wittels

Chief Executive Officer
 Alfred P. Miller

Mr. and Mrs. Harry B. Henshel
Redacted

Dear Harry and Joy,

It was good speaking with you last week. As we discussed, we would very much like to proceed to designate your most generous gift to F-E-G-S to establish an initiative to reflect your interests and to benefit the clients who attend F-E-G-S programs. With your approval, it would be our honor to establish the **Joy and Harry B. Henshel Arts Endowment Fund** at F-E-G-S.

The Haym Salomon Division for the Arts at F-E-G-S established several years ago to integrate the arts more substantively into our programs has already significantly enriched our services through many new and creative endeavors which have become part of our rehabilitation and treatment programs for individuals with disabilities, the elderly, youth and others. Visual and performing artists are invited to conduct residencies in dance, theatre, poetry and music; artworks created by F-E-G-S clients are reproduced into posters which are framed and displayed in dozens of locations throughout the agency; and the intergenerational theatre group, *Roots & Branches* produces an annual theatre piece performed at senior centers, Y's and not for profit agencies throughout the New York region, bringing intimate theatre to hundreds of individuals.

This year an art contest invites non profit agencies to submit a client's artwork to a contest which will recognize 5 artists with a monetary prize and a specially designed poster of their works. There are many other arts ideas we hope to bring to fruition, all with the purpose of enriching the lives of F-E-G-S clients and others in the community.

While a number of these arts programs are supported by foundation and small government grants, the resources are never enough to do all that we would like to. The establishment the **Joy and Harry B. Henshel Arts Endowment Fund** at F-E-G-S will create a permanent source of support for selected arts projects. Each year the interest earned from the Endowment principal will be designated for an arts initiative that we could not otherwise support.



PARTNERSHIPS FOR A CHANGING WORLD®

Exhibit 16

Arts initiatives that might be supported include:

- an artist residency by a visual or performing artist whose work will benefit F-E-G-S clients;
- support for the annual awards given to recipients of the F-E-G-S Haym Salomon Art Contest;
- exhibition of art works by F-E-G-S participants or others within the rehabilitation community;
- support of theatre or music performance by or for F.E.G.S clients
- other arts initiatives designed to benefit the individuals we serve.

By creating the **Joy and Harry B. Henshel Arts Endowment Fund** at F-E-G-S, your long term commitment and dedication to F-E-G-S will remain in perpetuity and become a lasting recognition of your involvement with and commitment to F-E-G-S over these many years.

From your 1999 pledge of \$100,000, we have received \$80,000 as noted:

4/01/99	Check #1427	\$20,000 (Henshel Foundation)
11/01/01	Check #1574	\$20,000 (Henshel Foundation)
11/30/01	Check #337491	\$40,000 (Jewish Communal Fund)

Interest already earned on your contributions received totals \$10,808 and would be designated for one of these arts initiatives during this fiscal year.

I look forward to hearing from you regarding your interest in this endowment and of course to answer any questions you may have.

Thank you for your longstanding interest in and support of F-E-G-S.

Warmly,

Gail A. Magalliff
Chief Operating Officer, Human Services

cc: Alfred P. Miller, CEO

Encl.

Agreed Upon By:
Harry B. Henshel

Joy Henshel

Signature _____ Date 3/6/07

Signature _____ Date 3/6/07



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New York, NY 10013

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February 23, 2007

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Nanette Scofield
Burton M. Strauss, Jr.
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Arlene Wittels

Chief Executive Officer
Alfred P. Miller

Mr. and Mrs. Harry B. Henshel

Redacted

Dear Joy and Harry,

We are so thrilled that you have agreed to establish the **Joy and Harry B. Henshel Arts Endowment Fund** at F-E-G-S.

I have enclosed two printed copies of my letter of November 6, 2006, which outlines the details of the Endowment Fund. I have added to the bottom of the letter a place for your signatures as confirmations of your agreement. I would appreciate if one signed copy would be sent to me in the enclosed return envelope.

It will be our great pleasure to recognize your establishment of the Endowment in the spring at a reception in your honor. We can plan this at your convenience.

Thank you again for your enduring support.

With warmest regards,

Gail A. Magaliff

cc: Barry K. Fingerhut, President
Al Miller, Chief Executive Officer

Encl.

MRS. HARRY B. HENSEY

Redacted

April 28, 2010

Dear Neil,

I, too, enjoyed our lunch.

I had forgotten about the balance
in our pledge. Am enclosing it -
along with a donation towards this
year's event.

If Layle were not working so
hard (no evenings free) I would have
invited her to join me at the dinner.
However, it's not possible this year -
but hopefully next year!

Let's 7 lunch + success on
May 17th

I was sincere in wishing to
get involved in some way with
our project. Keep me informed.

with love,

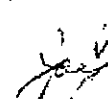


Exhibit 17

Henshel Foundation check (# 1407)
for \$ 20,500, received May 3, 2010
will be deposited in two different
program codes:

- \$ 20,000 : 9539, Henshel Arts Endowment Fund
this is the last & final payment of \$100,000
endowment
- \$ 500 : 9516, 2010 Benefit Dinner

HENSHel FOUNDATION		1-2 210 3636	1407
Redacted		3021013829	
		DATE	4/28/10
PAY TO THE ORDER OF	FEES	\$20,500	80/100
Twenty thousand and five hundred ⁸⁰ / ₁₀₀ DOLLARS			
CHASE		+ donation for	
JPMorgan Chase Bank, N.A. New York, New York 10017 www.Chase.com		balance of pledge dinner	
MEMO	20,000	8577	Joseph Henshel
Redacted	Redacted		

4



Executive Offices
315 Hudson Street
New York, NY 10013

TEL: 212.366.8551
FAX: 212.366.8441
E-MAIL: gmagaliff@fegs.org

Gail A. Magaliff
Chief Executive Officer

May 12, 2010

Ms. Joy Henshel
The Henshel Foundation

Redacted

Dear Joy,

Thank you so much for your contribution of \$20,000 representing the balance of your \$100,000 pledge to F-E-G-S; and additionally for your contribution of (\$500) toward our 75th Anniversary event.

We are honored to have the Joy and Harry B. Henshel Arts Endowment Fund at F-E-G-S. I mentioned our conversation to Esther Ann Asch and she is arranging for you and, I hope, Dale to visit Hudson Street together to learn more about the many unique arts endeavors that we have developed for participants in our programs as well as for the community. I think you will appreciate the scope of the work and the very talented and creative people who participate in these projects, which the Henshel Arts Endowment Fund helps to support.

Your generous support and good wishes are enormously appreciated and valued.

Warm regards,

We suggest that you keep this letter for tax purposes. Taxpayers are responsible to substantiate gifts of \$250.00 or more with written receipt from the organization to which the gift was made. You received no goods or services in exchange for your gift and it is tax deductible to the extent allowed by law.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU"), dated as of January 28, 2020, sets forth the agreement between Arts For All, Inc. ("AFA"), and Joy Henshel ("Donor"), an original donor of the Joy and Harry B. Henshel Arts Endowment Fund (the "Fund") established at the Federation Employment and Guidance Service, Inc. (the "FEGS").

WHEREAS Donor initially donated the Fund on November 6, 2006 to support the Haym Salomon Division for the Arts at the FEGS as a permanent endowment from which FEGS could draw from the accrued interest for visual and performing arts initiatives.

WHEREAS FEGS filed for relief under Chapter 11 of the Bankruptcy Code on March 18, 2015 and ultimately transitioned all of its programs to other not-for-profits providers, liquidated the balance of its assets, and confirmed a plan of liquidation in the case (the "Plan").

WHEREAS under the terms of the Plan, FEGS needs to transfer its restricted assets to providers who are best positioned to honor the intent of the original donors and seek approval of the same from New York State Attorney General and/or the New York State Supreme Court, giving weight to the views of the Donor as to where the Fund should be transferred.

WHEREAS AFA is a 501(c)(3) not-for-profit company under the Internal Revenue Code, which was incorporated under the laws of the state of New York, with a charitable mission offering accessible artistic opportunities to children in the New York City area who face socio-economic, physical or emotional barriers to exploring the arts.

WHEREAS Donor reviewed AFA's mission statement (attached hereto as EXHIBIT A, "Mission") and wishes for FEGS to transfer the Fund to AFA.

WHEREAS both Donor and AFA desire to document their agreement with respect to the Fund following its transfer from FEGS to AFA as further described herein.

NOW, THEREFORE, the parties hereto regarding the Funds agree as follows:

1. Use of Fund. Subject to the entry of an Order of the New York State Supreme Court upon appropriate application or upon administrative approval by the New York State Attorney General (the "Approval Order") and any conditions or limitations contained therein which are not inconsistent in any material respect with this MOU, FEGS will distribute the Fund to AFA (the "Transfer"). Subject to the Approval Order, this Memorandum of Understanding sets forth the understanding that upon completion of the Transfer, Donor and AFA desire the Fund to immediately change from a permanent endowment fund, to a gift that provides AFA with uses during each fiscal year of up to the greater of (a) 10% of the Fund's value, or (b) \$10,000, in each case in addition to use of the Fund for purposes of maintaining the Fund, including but not limited to the administrative and investment expenses and fees; provided that AFA may also borrow against the Fund in excess of such amount specified in clause (a) or (b) above, as applicable, at no interest so long as the borrowed amount is returned to the Fund within 6 months of the end of the applicable fiscal year to which the borrowing relates.
2. Purpose. The Donor agrees that AFA may use the Fund for any purpose that the AFA Board of Directors reasonably believes to further AFA's Mission and programs (other than operating or overhead expenses not directly attributable to AFA's programs), and any such expenditure

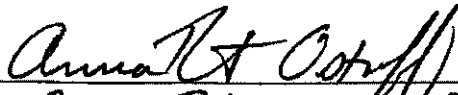
of the Fund by AFA shall be deemed prudent under § 553(a) of the NYPMIFA unless the expenditure exceeds clause 1(a) or 1(b) herein.

- 3. Unavailability. If at any point the Donor becomes unavailable, the Donor’s daughters or their next of kin may act on her behalf with respect to the Fund, including but not limited to, waiving any restrictions on the use of the Fund.
- 4. Pre-transfer. Donor consents to any such changes to the Fund structure as must be undertaken by AFA and either party’s respective counsel in order to effectuate the general intent of this MOU.
- 5. Applicability of Law. Without limiting the generality as to AFA’s right to use the Fund under clauses (1-2) above, Donor explicitly makes election “#1” set forth in the NYPMIFA election pursuant to § 553(e) (attached hereto as EXHIBIT B, “NYPMIFA Election”).
- 6. No Liability. The paragraphs and provisions of this MOU represent the present intent of the parties. Each of the parties hereto agree to be responsible for and bear all of their own respective costs and expenses with respect to this MOU. Nothing herein shall be interpreted to give rise to any recourse Donor may have against AFA with respect to the use of the Fund. Without limiting the generality of the foregoing, nothing herein shall be construed as an agreement by AFA to accept the Transfer of the Fund if the Approval Order contains any condition or limitation unacceptable to AFA in its determination.

The parties have caused this agreement to be duly signed, effective as of the date first above written.

Arts For All, Inc.

Joy Henshel

By: 
 Name: Anna Roberts Ostroff
 Title: Executive Director

By: _____
 Name:

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Arts For All, Inc.

Joy Henshel

By: _____
Name:
Title:


By: 
Name: Joy C. Henshel

EXHIBIT A

AFA MISSION STATEMENT

Arts For All offers accessible artistic opportunities to children in the New York City area who face socio-economic, physical, or emotional barriers to exploring the arts. Through Arts For All, professional artists work with youth organizations to build self-confidence, self-expression, teamwork, resilience, and creativity in children.

EXHIBIT B
NYPMIFA ELECTION

Attention, Donor:

Please check box #1 or #2 below and return to the address shown above.

#1 The institution may spend as much of my gift as may be prudent.

#2 The institution may not spend below the original dollar value of my gift.

If you check Box #1 above, the institution may spend as much of your endowment gift (including all or part of the original value of your gift) as may be prudent under the criteria set forth in Article 5-A of the Not-for-Profit Corporation Law (The Prudent Management of Institutional Funds Act).

If you check Box #2 above, the institution may not spend below the original dollar value of your endowment gift but may spend the income and the appreciation over the original dollar value if it is prudent to do so. The criteria for the expenditure of endowment funds set forth in Article 5-A of the Not-for-Profit Corporation Law (The Prudent Management of Institutional Funds Act) will not apply to your gift.

Joy Henshel

By: _____

Name: Joy a Henshel