REQUEST FOR CONSENT OF BONDHOLDERS

$40,840,000	**$3,070,000**
Build NYC Resource Corporation	**Build NYC Resource Corporation**
Tax-Exempt Revenue Bonds	**Taxable Revenue Bonds**
(WHIN Music Community Charter School Project), Series 2022A	**(WHIN Music Community Charter School Project), Series 2022B**

("Series 2022 Bonds")

CUSIPs: 12008ESR8, 12008ESS6, 12008EST4, 12008ESU1, 12008ESV9

Dated: September 15, 2026

Record Date: September 14, 2026 at 5:00 p.m. EST

Expiration Date: The date which is the earlier of (i) September 30, 2026 at 5:00 p.m. EST (the **"Expiration Date"**) or (ii) the date upon the Requisite Consents (as such term is defined herein) are received.

Friends of WHIN Music Community Charter School, Inc. (the "Institution") and WHIN Music Community Charter School (the "School") have requested the consent of the Holders of record as of September 14, 2026 (the "Record Date") of the outstanding Series 2022 Bonds issued pursuant to a Indenture of Trust, dated as of June 1, 2022 (the "Indenture") between Build NYC Resource Corporation and The Bank of New York Mellon, as the trustee (the "Trustee"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Indenture and/or the Covenant Agreement.

Consent Requested

The Institution and the Charter School requests the consent of Holders to modify the Covenant as to days Cash on Hand (the "DCOH") as set forth in certain covenant agreement dated as of June 1, 2022 (the "Covenant Agreement") between the School and the Trustee, as modified by that certain Consent to Modifications dated as of September 2024 so that: (i) for Fiscal Year 2025, the DCOH is deemed to be thirty-five (35); (ii) for Fiscal Year 2026, the DCOH is deemed to be forty (40); and (iii) for Fiscal year 2027, the DCOH is deemed to be fifty (50), pursuant to an agreement dated as of August 1, 2026 (the "Agreement"). Additionally, in consideration for the modification to DCOH, the Covenant Agreement shall be further modified to require the Institution and the School to: (x) continue to host quarterly conference calls with the Bondholders on mutually-agreeable dates and times to discuss the School's operations; (y) continue to engage a third party financial consultant to provide financial management support, with such consultant attending the Board's finance committee meetings; and (z) adopt policies to ensure that the development of annual budgets specifically address and are tested for meeting the Net Income Available for Debt Service and DCOH covenants prior to the implementation of a budget for the following school year, and each regularly- scheduled meeting of the Board shall include financial monitoring of financial dashboard or other decision-making tools which shall include analyzing budget versus actuals related to such covenants, all as more fully set forth in the Agreement.

In accordance with the provisions of the Covenant Agreement, modification of the DCOH for a Fiscal Year requires the written consent of the Majority Holders, which is defined as the Holders of not less than a majority of the aggregate principal amount of the outstanding Series 2022 Bonds.

The Agreement will be executed upon receipt by the Trustee of the consent of the Holders of not less than a majority of the aggregate principal amount of the Series 2022 Bonds outstanding (the "Requisite Consents").

Please indicate your consent to the proposed Agreement pursuant to the procedures set forth herein. Consents should be received no later than September 30, 2026 (the "Expiration Date"). The Trustee reserves the right to extend the deadline for responses if insufficient responses are received by such date.

PROCEDURES FOR DELIVERING CONSENTS

Any Holder wishing to provide their consent as described herein should instruct their respective direct or indirect custodial representative (each, a "DTC Participant") to execute a Master Consent Form (forms of which are being provided separately to the DTC Participants by the Information and Tabulation Agent) on such Holder's behalf and cause such Master Consent Form to be delivered to the Information and Tabulation Agent no later than the Expiration Date.

Each DTC Participant has been authorized, by DTC's Omnibus Proxy from DTC, to provide their client's instruction to approve or reject the Proposed Amendments with respect to the CUSIP number(s) and principal amount of the Bonds specified at such DTC Participants' name in such Omnibus Proxy, and constituting the principal amount of the Bonds shown as custodied by such DTC Participant on the books of DTC as of the Record Date.

The Information and Tabulation Agent will accept, and record only properly executed Master Consent Forms from those parties listed as a holder (generally, the DTC Participants) in the Omnibus Proxy provided by DTC to the Information and Tabulation Agent. If DTC or its nominee has authorized a proxy (a DTC Participant) to execute a Master Consent Form, then the Master Consent Form must be executed by the applicable DTC Participant. If any of the Bonds are not held by DTC or a DTC Participant, then the Master Consent Form must be executed in the name of the Holder. However, it is believed that all the Bonds are held by DTC or a DTC Participant.

The Holders' respective DTC Participant should deliver the executed Master Consent Form to the Information and Tabulation Agent no later than the Expiration Date (or such later date to which the Institution and the School, in its sole discretion, may extend such expiration), via e-mail to the following:

Globic Advisors
Attn: Robert Stevens
Telephone: (212) 227-9699
Email: rstevens@globic.com

All properly executed Master Consent Forms will become irrevocable upon acceptance by the Information and Tabulation Agent.

Questions regarding the processing of your consent may be directed to Robert Stevens at 212-227-9699 or via e-mail at rstevens@globic.com.

The Institution and the School expressly reserve the right to extend the Expiration Date, from time to time, for such period(s) as they may determine in their sole discretion. The Request for Consent may also be terminated by Institution and the School, in their sole discretion, at any time prior to the Effective Date.

If this Request for Consent is modified prior to the Expiration Date in a manner determined by Institution and the School to constitute a material change to the terms of the set forth herein, the Institution and the School will promptly disseminate additional materials and, if necessary, in the Institution's and the School's sole discretion, extend the Expiration Date.

Any such amendment or termination of the Request for Consent, change to the Record Date, or extension of the Expiration Date will be followed as promptly as practicable by written notice made available to the Holders on EMMA or www.globic.com/whinmusic.

You should contact your financial representative for information on when such financial representative needs your instructions in order to submit your Consent by the Expiration Date. No assurance can be given that any Consent delivered will be received prior to the Expiration Date.

Holders may only provide instruction for their Bonds held as of the Record Date in principal amounts equal to minimum denominations of $5,000 and integral multiples of $5,000 in excess thereof ("Authorized Denominations").

This notice was prepared by the School's counsel, Cliff S. Schneider, Esq., Cohen Schneider Law.

Any questions regarding this notice should be addressed to WHIN Music Community Charter School, 528 W. 162nd Street, New York, NY 10032 telephone (646) 970-4815 (attention Charlies J. Ortiz, Founder & Executive Director).

THIS REQUEST FOR CONSENT DOES NOT CONSTITUTE AN OFFER TO SELL, OR A SOLICITATION OF AN OFFER TO PURCHASE, ANY SECURITIES, INCLUDING THE BONDS. THIS STATEMENT IS SOLELY FOR THE PURPOSES OF THE CONSENT SOLICITATION AND DESCRIBES THE PROCEDURES FOR DELIVERING CONSENTS. PLEASE READ IT CAREFULLY. THE REQUEST FOR CONSENT DOES NOT CONSTITUTE A SOLICITATION OF A CONSENT IN ANY JURISDICTION IN WHICH, OR TO OR FROM ANY PERSON TO OR FROM WHOM, IT IS UNLAWFUL TO MAKE SUCH SOLICITATION.

The Trustee disclaims any responsibility for the accuracy or completeness of any information provided by the Institution and the School in connection herewith and makes no recommendation to the Bondholders concerning this Request for Consent.

THE BANK OF NEW YORK, MELLON, as Trustee

MASTER CONSENT FORM

$40,840,000
Tax-Exempt Revenue Bonds
(WHIN Music Community Charter School Project), Series 2022A

$3,070,000
Taxable Revenue Bonds
(WHIN Music Community Charter School Project), Series 2022B

(“Series 2022 Bonds”)

CUSIPs: 12008ESR8, 12008ESS6, 12008EST4, 12008ESU1, 12008ESV9

Record Date: September 14, 2026 at 5:00 p.m. EST

Expiration Date: The date which is the earlier of (i) September 30, 2026 at 5:00 p.m. EST (the **“Expiration Date”**) or (ii) the date upon the Requisite Consents (as such term is defined herein) are received.

Holders wishing to provide their consent should instruct their respective DTC Participants (hereinafter defined) with custody of their Bonds (hereinafter defined) to execute a Master Consent Form on their behalf and deliver the executed Master Consent Form to the Information and Tabulation Agent (hereinafter defined) no later than the Expiration Date.

INSTRUCTIONS TO DTC PARTICIPANTS

- **Mark the box** below for your clients who are holders of the Bonds as of the Record Date, September 14, 2026, to approve (consent) or reject (not consent) the Proposed Amendments as described in the Request for Consent dated September 15, 2026 (the “Request for Consent”), which is incorporated herein in full.

- **Execute this Revised Master Consent Form** (Step 1 and Step 2 of this Master Consent Form). This Master Consent Form must be executed by the DTC Participant in exactly the same manner as its name appears on DTC’s records for the Bonds, and the signature must be Medallion Guaranteed.

- **DELIVERY**: This executed Master Consent Form must be received by the Information and Tabulation Agent, Globic Advisors, no later than 5:00 p.m. EDT on September 30, 2026 via e-mail to Globic Advisors, Attn: Robert Stevens, Tel: (212) 227-9699, E-Mail: rstevens@globic.com.

- Capitalized terms used but not defined herein shall have the meanings set forth in the Request for Consent.

STEP 1: CONSENT OR REJECT

Please fill out based upon your client's vote/instruction. Add additional schedules as needed.

The undersigned represents and warrants that it is authorized to convey the vote to approve or reject, the Proposed Amendment as described in the Statement on behalf of the holder in the principal amount of the Bonds specified below as of the Record Date.

Reference is made to the Notice of Request for Consent of Bondholders, dated September 15, 2026, requesting consent to modify the Covenant as to Days Cash on Hand under the Indenture of Trust dated as of June 1, 2022 (the "Indenture") and Covenant Agreement, dated as of June 1, 2022, as modified by Consent to Modifications dated as of September 2024 (together, the "Covenant Agreement") pursuant to an Agreement dated as of August 1, 2026 (the "Agreement") between the Institution, the School and Bank of New York, Mellon, as Trustee, which also memorializes the requirement for the School to host quarterly conference calls with the Bondholders on mutually-agreeable dates and times. The form of the proposed Agreement is attached hereto as **Appendix 1.**

- ☐ The undersigned was a Holder on September 14, 2026, and **CONSENTS** to and directs the Trustee to enter into the proposed Agreement pursuant to the authority of Section 18 of the Covenant Agreement.

CUSIP	PRINCIPAL AMOUNT CONSENTING
1.	$
2.	$
3.	$
4.	$
5.	$
6.	$

- ☐ The undersigned was a Holder on September 14, 2026 and **does not consent (REJECTS)** to the proposed Agreement pursuant to the authority of Section 18 of the Covenant Agreement.

CUSIP	PRINCIPAL AMOUNT REJECTING
1.	$
2.	$
3.	$
4.	$
5.	$
6.	$

Each Holder shall indemnify and hold harmless the Trustee and its directors, officers, employees and agents, from and against any and all damages, losses, costs and expenses (including, without limitation, legal fees and disbursements) which may be incurred as a result of or arising out of the Trustee's reliance upon and compliance with this Consent and Direction of Bondholders. Each Holder further acknowledges and agrees that, pursuant to the Indenture, the Trustee may conclusively rely upon this Consent and Direction of Bondholders and shall incur no liability whatsoever as a result of or arising out of the Trustee's reliance upon and compliance with this Consent and Direction of Bondholders.

The foregoing indemnity shall not be applicable to any losses , costs or expenses suffered or incurred as a result of the Trustee's or its directors', officer's, employees' or agents' gross negligence or willful misconduct or as a result of the Trustee’s breach of its fiduciary and other duties under the Indenture. Notwithstanding any provision hereof to the contrary, any indemnity obligation accruing to a Holder hereunder shall be several, and not joint, in a maximum percentage equal to such Holder’s ownership interests of the Bonds, and in no event shall a Holder’s liabilities exceed in the aggregate a maximum amount equal to the principal of the Bonds held by such Holder as of the date of this Direction, as set forth on the herein.

STEP 2: EXECUTION BY AUTHORIZED SIGNATORY

By signing below, the DTC Participant or other nominee hereby certifies that (i) the summary is a true and accurate schedule of the Record Date holders who have delivered their consent, as described in the Statement, to the undersigned DTC Participant or other nominee and (ii) the undersigned DTC Participant or other nominee is the holder, through a position held at a securities depository, or in street name, of the Bonds set forth above.

Date Submitted: __________, 2026 DTC Participant Number: ______________________________

Print Name of Company: ____

Authorized Employee Contact (Print Name): ____

Title: _________________________________ E-Mail: _________________________________

Tel. No.: ______________________________ Fax No.: _________________________________

Signature: ____

MEDALLION STAMP:

DELIVERY: This executed Master Consent Form must be received by the Information and Tabulation Agent, Globic Advisors, **no later than 5:00 p.m. EDT on** September 30, 2026 (or such later date to which the deadline may be extended), via e-mail to the following:

Globic Advisors
Attn: Robert Stevens
Telephone: (212) 227-9699
E-Mail: rstevens@globic.com

This Consent and Direction of Bondholders may be executed in counterparts, and electronic signatures shall be treated as originals. Should a DTC Participant Bank have any difficulty with providing Medallion Stamp due to staffing or logistical issues, please contact the Information and Tabulation Agent.

<u>APPENDIX 1</u>

Agreement

See attached.

AGREEMENT

This **AGREEMENT** dated as of September 1, 2026 is entered into by and between WHIN MUSIC COMMUNITY CHARTER SCHOOL, a New York not-for-profit education corporation (the "School") and THE BANK OF NEW YORK, MELLON, a banking corporation organized and existing under the laws of the State of New York, as Trustee under the Indenture of Trust described below.

WHEREAS, Build NYC Resource Corporation (the "Issuer") issued its Tax-Exempt Revenue Bonds (WHIN Music Community Charter School Project), Series 2022A (the "Series 2022A Bonds") in the aggregate principal amount of $40,840,000 and its Taxable Revenue Bonds (**WHIN Music Community Charter School Project**), Series 2022B (the "Series 2022B Bonds" and collectively with the Series 2022A Bonds, the "Bonds") in the aggregate principal amount of $3,070,000 pursuant to Indenture of Trust dated as of June 1, 2022 (the "Indenture") between the Issuer and The Bank of New York, Mellon, as trustee (the "Trustee");

WHEREAS, the Bonds are the only Bonds Outstanding and consequently a majority of the holders of the Bonds constitute the Majority Bondholders of Bonds Outstanding under the Indenture;

WHEREAS, the School failed to satisfy the Covenant as to Days Cash on Hand as set forth Section 5K of the Covenant Agreement (as modified by that certain Consent to Modifications dated as of September 2024) for the fiscal year ended June 30, 2025 and will not satisfy the Covenant as to Days Cash on Hand for the fiscal year ended June 30, 2026 and has requested that the Trustee- at the direction of the Majority Bondholder- modify the Covenant as to Days Cash on Hand: (i) for the fiscal year ended June 30, 2025, to thirty-five (35) days; (ii) for the fiscal year ended June 30, 2026, to forty (40) days; and (iii) for the fiscal year ended June 30, 2027, to fifty (50) days; and

WHEREAS, in consideration for the modification to Covenant as to Days Cash on Hand, the School has agreed to: (x) continue to host quarterly conference calls with the Bondholders on mutually-agreeable dates and times to discuss the School's operations; (y) continue to engage a third party financial consultant to provide financial management support; and (z) adopt certain Board-level policies with respect to the development of annual budgets with include analysis of certain covenant compliance and review of budget versus actuals with respect to such covenants at Board meetings;

WHEREAS, the Trustee, acting at the direction of the Majority Bondholder pursuant to the authority of Section 18 of the Covenant Agreement, is willing to grant the requested modification on the terms contained herein.

IN CONSIDERATION of the mutual considerations and conditions contained herein and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **<u>Modification as to Covenant as to Days Cash on Hand.</u>**

At the direction of the Majority Bondholders, the Trustee hereby agrees to amend the Covenant Agreement to modify the Covenant as to Days Cash on Hand to: (a) thirty-five (35) days for the fiscal year ended June 30, 2025; (b) forty (40) days for the fiscal year ended June 30, 2026; and (c) fifty (50) days for the fiscal year ended June 30, 2027. The School acknowledges and agrees that the modification contained herein is a limited, specific and one-time amended as described herein and does not constitute a modification of any other covenant, agreement or default or Event of Default may occur under the Indenture and/or the Covenant Agreement.

2. **<u>Quarterly Conference Calls with Bondholders</u>.** Quarterly, the School shall host conference calls with Bondholders at mutually-agreeable dates and times to provide updates on the School's operations. The School shall post notices of the scheduled conference calls on EMMA.

3. **<u>Third Party Financial Consultant Support</u>**. A third-party financial consultant shall be continue to be engaged by the School to provide oversight with respect to the School's financial management. Such consultant will attend the School's Board's Finance Committee meetings. The consultant shall manage the financial and accounting operations, prepare and maintain operational and capital budgets for approval by the Board, shall make reports on financial operations including preparation and maintenance of a financial dashboard for the Board to review at each meeting including budget to actual results and compliance with financial covenants. In addition, the consultant will help institutionalize governance by creating/modifying policies that support the Board and the School in best practices.

4. **<u>Policy Updates</u>**. With the assistance of the third-party financial consultant, the Institutions shall adopt policies to ensure that the development of annual budgets specifically address and are tested for meeting the Net Income Available for Debt Service and Days Cash on Hand covenants prior to the implementation of a budget fir the following school year. Each regularly-scheduled meeting of the Board shall include financial monitoring of financial dashboard or other decision-making tools which shall include projections (budgeted) versus actuals and projected Net Income Available for Debt Service and DCOH versus covenants.

5. **<u>Miscellaneous.</u>**

   a. This Agreement is a contract made under the laws of the State of New York and shall be governed by and construed in accordance with such laws.

   b. Except as provided in this Agreement, all other terms and provisions of the Covenant Agreement shall continue in full force and effect. The School, by execution of this Agreement hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Covenant Agreement.

   c. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original for all purposes; and all such counterparts shall together constitute but one and the same instrument. Telecopied signatures shall be enforceable as originals.

   d. All terms used herein shall have the meaning assigned to them in the Indenture and/or the Covenant Agreement, unless such terms are defined herein.

[signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by persons thereunto duly authorized, as of the day and year first written above.

THE BANK OF NEW YORK, MELLON,
as Trustee

By: ______________________________
Name:
Title:

WHIN MUSIC COMMUNITY CHARTER SCHOOL

By: _________________________________
Name:
Title:

ACKNOWLEDGED:

FRIENDS OF WHIN MUSIC COMMUNITY CHARTER SCHOOL, as Institution

By: ___________________________________
Name:
Title: