

**LICENSE AGREEMENT**

Between

**PATRIOT PARKING LLC**

308 1/2 Greenwich Street

New York, NY 10013-000

&

**THE UNITED STATES OF AMERICA, acting by**  
**GENERAL SERVICES ADMINISTRATION**  
**NORTHEAST & CARIBBEAN REGION**

One World Trade Center

55th Floor, Room 5509

New York, NY 10007

**Premises:** Parking Garage at 308-332 Greenwich Street, NY, NY 10013  
GSA Lease No. GS-02P-LNY00057  
GSA Building No. NY7584ZZ

**THIS LICENSE AGREEMENT** (“License”), made and entered into as of this 12<sup>th</sup> day of August 2016 by and between PATRIOT PARKING LLC (the “Licensor”), having its office at 308 1/2 Greenwich Street, New York, NY 10013 and THE UNITED STATES OF AMERICA, acting by its General Services Administration Northeast & Caribbean Region (“Licensee”), having an address at One World Trade Center, 55th Floor, Room 5509, New York, NY 10007.

**WITNESSETH:**

**WHEREAS**, Licensor leases and operates a parking garage at 308-332 Greenwich Street in New York, New York, (a portion of which is hereinafter further described as the “Licensed Spaces”); and

**WHEREAS**, Licensee desires to enter upon the Licensed Spaces in order to park its vehicles thereupon pursuant to this License; and

**WHEREAS**, Licensor shall provide Licensee with access to the Licensed Spaces 24 hours a day, 7 days a week for the purpose of parking its vehicles as provided herein; and

**WHEREAS**, Licensor shall receive from Licensee as consideration for this License, a monthly fee.

**NOW THEREFORE**, it is agreed by and between the parties as follows:

**ARTICLE 1  
PREMISES**

Licensor shall permit Licensee to park its vehicles in the Parking Garage at 308-332 Greenwich Street, New York, New York. The Licensee’s parking is initially to be comprised of seventy-five (75) reserved self-parking spaces shown in red in the diagram attached hereto as Exhibit A and constituting the “Licensed Spaces”, Licensee may, upon sixty (60) days’ notice to Licensor, decrease the number of self-parking spaces it wishes to be covered by this License. The Area hashed on the attached “Exhibit A” shall be made available to both the Licensor and Licensee.

**ARTICLE 2  
TERM**

This License shall take effect as of August 12, 2016 and shall continue for a period of **Eight (8) years and Nineteen (19) days** with an expiration date of August 31, 2024 but shall be terminable by Licensee or Licensor upon sixty (60) days’ prior notice to the other party and thereupon all right of Licensee in said Licensed Spaces by virtue of this License shall cease and terminate. Upon such termination, Licensee shall immediately remove its property, if

any, from the Licensed Spaces. Any rights Licensor may have under this License and any laws, rules or regulations affecting the conduct of activities permitted hereunder shall survive the termination of this License.

### **ARTICLE 3 USE AND FEE**

Licensee shall enter upon and use the Licensed Spaces only for and for no purpose other than parking the vehicles of the U.S. Government. The Licensor guarantees that the Licensee shall have all of the parking spaces in the Licensed Spaces available at all times. The Licensee may leave its vehicles in the Licensed Space overnight and weekends.

Licensee shall pay to Licensor, during the term of this License a monthly fee. Such fee shall be payable in arrears on the first day of each succeeding month in accordance with the payment schedule attached hereto as Exhibit "B".

### **ARTICLE 4 NO ASSIGNMENT**

This License is for the exclusive benefit of the Licensee and solely for the purposes hereinabove set forth and shall not be assigned either in whole or in part, or leased or sublet in any manner, nor shall any interest therein pass to any other person, firm or corporation whatsoever, either by the acts of the Licensee or by operation of law, without the prior consent in writing of Licensor.

### **ARTICLE 5 COMPLIANCE WITH LAWS**

This License is made on the further and express condition that Licensor shall strictly comply with all applicable laws and codes now in force or which may hereafter be adopted with respect to indoor parking facilities.

### **ARTICLE 6 NO DISCRIMINATION**

Pursuant to applicable laws prohibiting discrimination in employment, the Licensor agrees that it will not refuse to hire or employ, nor bar or discharge from employment, nor discriminate against any persons in compensation or in terms, conditions or privileges of employment because of age, race, creed, color, national origin, disability, sex, marital status, or real or perceived sexual orientation. Each employee of the Licensor(s) shall be (a) a citizen of the United States of America; (b) an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151; or (3) an alien who presents other evidence from the Immigration and Naturalization Service that employment will not affect his or her immigration status.

**ARTICLE 7  
NO CONFLICT OF INTEREST**

Licensor and Licensee warrant and represent that no officer, agent, employee or representative of the U.S. General Services Administration and Patriot Parking LLC have received any payment or other consideration for the making of this License and that no officer, agent, employee or representative of the U.S. General Services Administration and Patriot Parking LLC have any interest, directly or indirectly, in this License or the proceeds thereof.

**ARTICLE 8  
OTHER AGREEMENTS**

It is understood that all other agreements between the parties with respect to this License shall be superseded by this License and any obligations between the parties shall be determined solely by this License until such time as this License is superseded by another agreement.

**ARTICLE 9  
NOTICES**

Any notice or demand which either party may or must give to the other according to this License shall be effective only if in writing and sent by certified or registered mail, return receipt requested, addressed to the other party at its address first set forth hereinabove and shall be effective for all purposes on the day after the mailing.

**ARTICLE 10  
WARRANTY**

The undersigned signatory for Licensee personally warrants and represents that he/she has full power and authority to enter into this License on behalf of Licensee.

**ARTICLE 11  
ADDITIONAL REQUIREMENTS UPON LICENSOR**

Licensor shall keep the Premises well-lit, secure and free from deposits of refuse, debris, garbage, waste and all other reasonably objectionable materials. The Licensee shall be responsible for the maintenance and repair of the Licensed Spaces.

**ARTICLE 12  
LESSEE AS SOVEREIGN**

Nothing in this License shall be construed as a waiver of Licensee's rights as a sovereign.

**ARTICLE 13  
LICENSOR REPRESENTATION**

Licensor represents to Licensee that the License between it and the landlord at 308-332 Greenwich Street, is in full force and effect and that the remaining term thereof is of a duration equal to or exceeding the maximum term of this License.

**ARTICLE 14  
GENERAL CLAUSES RIDER**

Attached hereto and made a part hereof in the form of a rider are the GENERAL CLAUSES. However, all paragraphs crossed out in the GENERAL CLAUSES shall not apply to this License Agreement.

The term "Government" contained therein shall mean Licensee wherever it appears. Otherwise, any inconsistency between the terms of this License and those of the GENERAL CLAUSE shall be resolved in favor of this License.

**LICENSOR:**

PATRIOT PARKING LLC

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

Michael Price  
Executive Vice President

**LICENSEE:**

THE UNITED STATES OF AMERICA, acting by

its

~~GENERAL SERVICES ADMINISTRATION~~

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

Lease Contracting Officer  
Eduardo Vidal

8/26/16