

LICENSE AGREEMENT

Between

111 Eighth Avenue Parking LLC

111 8th Avenue
New York, NY 10011-5201

&

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 111 Eighth Avenue, NY, NY 10010
GSA Lease No. GS-02P-LNY00142
GSA Building No. NY7370ZZ

THIS LICENSE AGREEMENT (“License”), made and entered into as of this 1st day of May 2017 by and between 111 EIGHTH AVENUE PARKING, LLC (the “Licensor”), having its office at 111 Eighth Avenue, NY, NY 10010 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 111 Eighth Avenue, NY, NY 10010, (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 111 Eighth Avenue, NY, NY 10010. The Licensee’s parking is initially to be comprised of thirty (30) reserved self-parked spaces and twenty (20) valet parked spaces 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.

**ARTICLE 2
TERM**

This License shall take effect as of May 1, 2017 and shall continue for a period of five (5) years with an expiration date of April 30, 2022 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 111 Eighth Avenue 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 111 Eighth Avenue 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**

Licensee warrants and represents that the undersigned signatory 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 111 Eighth Avenue, 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.

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:

111 EIGHTH AVENUE 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

Approved as to Form by

GSA Regional Counsel

EXHIBIT 

1. For the period from May 1, 2017 through April 30, 2018, the monthly amount of \$59,000.00
2. For the period from May 1, 2018 through April 30, 2019, the monthly amount of \$60,770.00
3. For the period from May 1, 2019 through April 30, 2020, the monthly amount of \$62,593.10
4. For the period from May 1, 2020 through April 30, 2021, the monthly amount of \$64,470.89
5. For the period from May 1, 2021 through April 30, 2022, the monthly amount of \$66,405.02

