

CONCESSION AGREEMENT RECOMMENDATION FOR AWARD MEMORANDUM COVER SHEET

(Attach, in the following order, applicable CRFA Memo, Responsibility Determination Form, approved CPSR Cover Sheet and, if the selection procedure was not CSB, the CPSR Memo and CCPO Memo (if applicable))

AGENCY: NYC & Company, Inc. on behalf of NYC Department of Small Business Services	RECOMMENDED CONCESSIONAIRE Name: Mattel, Inc Address: 333 Continental Blvd, El Segundo, CA 90245 Telephone # (310) 252-3076 <input checked="" type="checkbox"/> EIN <input type="checkbox"/> SSN #95-1567322 Not-for-Profit Organization <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Certified by DSBS as M/WBE <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	CONCESSION TITLE/ DESCRIPTION: Non-exclusive use of City-Owned Trademarks on Merchandise CONCESSION I.D.# NYCCO-2020-005
# VOTES required for proposed action = 4 <input type="checkbox"/> N/A		

LOCATION OF CONCESSION SITE(S*) Address _____ ☒ N/A
 *Attach additional sheet **Borough** _____ **C.B.** _____ **Block #** _____ **Lot #** _____

SELECTION PROCEDURE (*CCPO approval of CRFA required)

- ☐ Competitive Sealed Bids
☐ Competitive Sealed Proposals* (☐ FCRC approved Agency request to deviate from final recommendation of the Selection Committee on __/__/__)
☒ Different Selection Procedure: * (☒ Sole Source Agreement ☐ Other _____)
 > FCRC approved different selection procedure on 05/14/20.
☐ Negotiated Concession*

CONCESSION AGREEMENT TERM

Initial Term: From Notice to proceed To 12/31/22
Renewal Option(s) Term: From 1/1/23 To 12/31/24
 From __/__/__ To __/__/__

Total Potential Term: 4 Years *

☐ * >20 years – FCRC unanimously approved term on __/__/__

ANNUAL REVENUE

(Check all that apply)

(☐ Additional sheet (☐s) attached)

- ☐ Annual Fee(s) \$ _____
☐ % Gross Receipts _____%
☐ The Greater of Annual Minimum Fee(s of \$_____ v. _____% of Gross Receipts
☒ **Other** For each license year of the initial term, Mattel, Inc shall pay licensing fees equal to two percent (2%) of Wholesale Sales (as defined in the License Agreement), one percent (1%) of Retail Sales (as defined in the License Agreement) and zero percent (0%) of Approved Promotions (as defined in the License Agreement)

Guaranteed Minimum payment shall be payable as follows:

An minimum guarantee of two thousand seven hundred dollars (\$2,700) to be paid on the date Mattel receives written notice to proceed from NYC & Company.

NOTIFICATION REQUIREMENTS

Subject concession was awarded by CSB or CSP.

☐ YES ☒ NO

If YES, check the applicable box(es) below:

- ☐ The subject concession is a Significant Concession and the Agency completed its consultations with each affected CB/BP regarding the scope of the solicitation by __/__/__, which was at least 30 days prior to its issuance.
☐ The subject concession is a Significant Concession and the Agency included this concession in the Agency's Plan and completed consultations with each affected CB/BP pursuant to §1-10 of the Concession Rules.
☐ The subject concession was determined not to be a Major Concession and the Agency sent notification of such determination to each affected CB/BP by __/__/__, which was at least 40 days prior to issuance of the solicitation.

If NO, check the applicable box below:

- ☒ The Agency certifies that each affected CB/BP received written notice by 4/3/20, which was at least 40 days in

advance of the FCRC meeting on 5/13/20 at which the agency sought and received approval to use a different selection procedure.

- ☐ The Agency certifies that each affected CB/BP received written notice on __/__/__, at the time that a notice of intent to enter into negotiations was published for the subject concession, and provided a copy of such notification to the members of the Committee within five days on __/__/__.
- ☐ The Agency certifies that based on exigent circumstances the FCRC unanimously approved waiver of advance written notice to each affected CB/BP on __/__/__.

Law Department approved concession agreement on __/__/__

Award is a major concession.

☐ YES ☒ NO

If YES, award was approved pursuant to Sections 197-c and 197-d of the NYC Charter as follows:

☐ CPC approved on __/__/__ ☐ City Council approved on __/__/__ or ☐ N/A

AUTHORIZED AGENCY STAFF

This is to certify that the information presented herein is accurate and that I find the proposed concessionaire to be responsible and approve of the award of the subject concession agreement.

If the concession was awarded by other than CSB or CSP, additionally check the applicable box below:

- ☐ The concession was approved by the FCRC on __/__/__.
- ☐ The concession was not subject to the approval of the FCRC because it has a term of <30 days and is not subject to renewal.

Name _____ **Title** _____

Signature _____ **Date** __/__/__

CERTIFICATE OF PROCEDURAL REQUISITES

This is to certify that the agency has complied with the prescribed procedural requisites for award of the subject concession agreement.

Signature _____ **Date** __/__/__

City Chief Procurement Officer

RECOMMENDATION FOR AWARD OF CONCESSION AGREEMENT MEMORANDUM:
CONCESSION AGREEMENT AWARDED BY OTHER THAN CSB OR CSP

SUMMARY OF PROPOSED CONCESSION USE (Attach Proposed Agreement)

NYC & Company, Inc. ("NYC & Company") on behalf of the New York City Department of Small Business Services ("SBS") intends to utilize a different procedure, pursuant to Section 1-16 of the Concession Rules of the City of New York, for SBS to enter into a Sole Source License Agreement ("License Agreement") with Mattel, Inc. ("Mattel") for the non-exclusive use of city-owned trademarks on merchandise. Mattel is one of the largest manufacturers of toys, games and toy vehicles worldwide. Mattel, which has been in business for 75 years, owns multiple well-known brands, such as Matchbox, Barbie, Hotwheels, and Fisher-Price. Since our current sole source agreement is expiring at the end of the year, 2020, it would be in the City's best interest to take the opportunity and expand from just Matchbox into other brands, expanding on an already successful relationship. Therefore, it is in the City's best interest to enter into a sole source agreement with Mattel, Inc. for toys, games and toy vehicles. This proposed non-exclusive license agreement will not bar opportunities for other types of toy, game, and toy vehicle manufacturers.

Instructions: Provide all information requested below; check all applicable boxes.

A. SELECTION PROCEDURE

☒ Sole Source

☐ Other *Describe:*

B. NEGOTIATIONS

Instructions: Describe the nature of negotiations conducted, including negotiations with respect to the amount of revenue offered.

NYC & Company/SBS negotiated with Mattel that in each license year of the initial term, Mattel shall pay licensing fees equal to two percent (2%) of Wholesale Sales (as defined in the License Agreement), one percent (1%) of Retail Sales (as defined in the License Agreement) and zero percent (0%) of Approved Promotions (as defined in the License Agreement) with a minimum guarantee of two thousand seven hundred dollars (\$2,700) to be paid on the date Mattel receives written notice to proceed from NYC & Company.

C. BASIS FOR AWARD (If sole source award, attach the offer; if other than a sole source award, attach the three highest rated offers, if applicable.)

The agency determined that award of the concession is in the best interest of the City because:

As one of the largest toy companies in the world Mattel has built a loyal fan base and a portfolio of iconic toys since it was founded in 1945. Mattel has a vast distribution network which will allow our products to be sold in retailers where NYC & Co. licensed merchandise is not currently being sold and is a partner that would raise the profile of New York City's marks within the toy, game and toy vehicle industries. This proposed non-exclusive license agreement will not bar opportunities for other types of toy manufacturers.

D. PUBLIC HEARING ☒ N/A – Subject award NOT a significant concession]

1. Publication & Distribution of Public Hearing Notice

- ☐ Subject concession is a **Citywide** concession and Agency hereby certifies that a notice containing a summary of the terms and conditions of the proposed concession and stating the time, date and location of the public hearing was published once in the City Record on __/__/__, which was not less than 15 days prior to the hearing date or a shorter period approved by the CCPO and was given to each affected CB-BP and the Committee Members on __/__/__, which was not less than 15 days prior to the hearing date. Agency also published a public hearing notice twice in the two newspapers indicated below. A copy of each such notice was sent to each affected CB-BP by __/__/__.

☐ _____, a NYC citywide newspaper on __/__/__ and __/__/__
☐ _____, a NYC citywide newspaper on __/__/__ and __/__/__

OR

- ☐ Subject concession is **NOT a Citywide** concession and Agency hereby certifies that a notice containing a summary of the terms and conditions of the proposed concession and stating the time, date and location of the public hearing was published once in the City Record on __/__/__, which was not less than 15 days prior to the hearing date or a shorter period approved by the CCPO and was given to each affected CB-BP and the Committee Members on __/__/__, which was not less than 15 days prior to the hearing date. Agency additionally published a public hearing notice and summary of the terms and conditions of the proposed agreement twice in two newspapers indicated below. A copy of each such notice containing a summary of the terms and conditions of the proposed agreement was sent to each affected CB-BP by __/__/__.

☐ _____, a NYC local newspaper published in the affected borough(s) on __/__/__ and __/__/__.
☐ _____, a NYC local newspaper published in the affected borough(s) on __/__/__ and __/__/__.

2. Public Hearing Date, Exception to Public Hearing Requirement

- ☐ A Public Hearing was conducted on __/__/__.

OR

- ☐ The Agency certifies that the total annual revenue to the City from the subject concession does not exceed one million dollars and a Public Hearing was not conducted because, pursuant to §1-13(q)(2) of the Concession Rules, the Agency gave notice of the hearing and did not receive any written requests to speak at such hearing or requests from the Committee that the Agency appear at the hearing. Furthermore, the Agency certifies that it published a notice in the City Record canceling such hearing on __/__/__ and sent a copy of that notice to all Committee Members.

FRANCHISE AND CONCESSION REVIEW COMMITTEE

January 13, 2021

(Cal. No. 1)

BE IT RESOLVED, that the Franchise and Concession Review Committee (“FCRC”) authorizes NYC & Company, Inc. (“NYC & Company”) on behalf of the New York City Department of Small Business Services (“SBS”) to utilize a different procedure, pursuant to Section 1-16 of the Concession Rules of the City of New York, for SBS to enter into a non-exclusive, Sole Source License Agreement (“License Agreement”) with Mattel, Inc. (“Mattel”) for the non-exclusive use of city-owned trademarks on merchandise. The License Agreement will provide for a license term beginning on the date Mattel receives written notice from NYC & Company and terminating on December 31, 2022 with an option for the parties to renew the License Agreement on substantially the same terms and conditions for two (2) years. For each license year of the initial term, Mattel shall pay licensing fees equal to two percent (2%) of Wholesale Sales (as defined in the License Agreement), one percent (1%) of Retail Sales (as defined in the License Agreement) and zero percent (0%) of Approved Promotions (as defined in the License Agreement) with a minimum guarantee of two thousand seven hundred dollars (\$2,700) to be paid on the date Mattel receives written notice to proceed from NYC & Company.

THIS IS A TRUE COPY OF THE RESOLUTION ADOPTED BY THE
FRANCHISE AND CONCESSION REVIEW COMMITTEE ON

January 13, 2021

Date: _____

Signed: _____

Title: Director of the Mayor's Office of Contract Services

LICENSE AGREEMENT

AGREEMENT (the "License Agreement") made this _____ day of September, 2020, by and between the City of New York (the "City" or "Licensor"), acting by and through the New York City Department of Small Business Services with its principal place of business located at 110 Williams Street, 2nd Floor, New York, NY 10038, on the one hand, and Mattel, Inc. organized and existing under the laws of the State of Delaware with its principal place of business located at 333 Continental Boulevard, El Segundo, California 90245 (hereinafter, "Licensee") for itself and on behalf of Licensee's subsidiaries ("Licensee Subsidiaries") which are owned and controlled by Mattel, Inc., listed in Exhibit 8 hereto.

IN CONSIDERATION OF the mutual promises, covenants and conditions set forth in this License Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION I (License)

Subject to the limitations, terms and conditions set forth in this License Agreement, Licensor hereby grants to Licensee a limited, revocable non-exclusive license to use the trademarks and service marks listed in Exhibit 1 hereto (individually and/or collectively the "Property") solely in the manner approved in advance in writing by Licensor during the Term in connection with the design, manufacture, advertising, promotion, distribution, sale, and offering for sale of the products listed in Exhibit 2 (individually and/or collectively the "Licensed Products") worldwide ("Territory").

The license granted herein shall be personal in nature, and it is expressly understood and agreed that, except as set forth in Section IX, Licensee has no right to sublicense, assign, convey or transfer in any manner to any other person or entity any rights granted to it hereunder. Except as set forth in Section IX, any attempt by Licensee, or anyone acting on its behalf, to sublicense, assign, convey or otherwise transfer the license granted this License Agreement shall be null and void and shall be grounds for immediate termination of this License Agreement by the City. All sales of Licensed Products pursuant to this License Agreement shall be made by or through Licensee, who agrees to account to Licensor for all sales in the Territory. The City hereby appoints as its agent for all purposes under this License Agreement NYC & Company, Inc., a not-for-profit corporation organized and existing under the laws of the State of New York and having an address at 810 Seventh Avenue, 3rd Floor, New York, NY 10019 ("NYC & Company").

SECTION II (Express Conditions and Limitations)

The license granted herein is subject to the following express conditions and limitations:

(a) Licensee agrees to use the applicable trademark and copyright notices as directed by Licensor (™, ® or ©), as well as any additional notations directed by Licensor in connection with the first and most prominent usages of the Property on or in connection with all Licensed Products, hang tags, and packagings: "All New York City logos and marks depicted herein are the property of the City of New York and may not be reproduced without written consent. © 2020 (or other year of initial publication). City of New York. All rights reserved." Licensee agrees to display the applicable notices and notations as directed by the City on all web sites, displays, advertising, sales brochures, and other promotional materials for each Licensed Product (hereinafter the "Promotional Materials"): "All New York City logos and marks depicted herein are the property of the City of New York and may not be used or reproduced without prior written consent. © 2020 (or other initial year of publication). City of New York. All rights reserved." Any shortened version of such notices may be used only with the City's prior written approval.

(b) Licensee agrees that it will not use the Property in any advertising, promotion, sale, or offering for sale of the Licensed Products except as described in Exhibit 2 hereto, or as approved by the City in advance in writing.

9/10/2020

(c) Information labels which include the statements set forth in Exhibit 3, attached hereto and made a part hereof, shall be affixed to the Licensed Product, or to the packaging for the Licensed Product. The City may, from time to time after consultation with Licensee, amend the language of the labels upon written notice thereof to Licensee.

(d) Subject to Section XIV of this License Agreement, the City acknowledges and agrees that the Property may be used on Licensed Products sold in sets and assortments with other products under license from 3rd parties affixed with the trademarks, service marks, trade names, corporate names, or personal names of third party licensors. In such instances, Licensee will affix a legal notice on the product packaging or other materials that incorporate the Property in order to identify Licensor's intellectual property rights in the Property.

(e) The Property shall not be used by Licensee or any entity or individual controlled directly or indirectly by Licensee as or as any part of its corporate name, trade name, fictitious name, "d/b/a," symbol, logo, or other identifier.

(f) The Licensed Product and Licensee's manufacture, sales, promotion, marketing and selling of the Licensed Product shall comply (at Licensee's sole cost and expense) with all applicable laws, including, without limitation, the U.S. Consumer Product Safety Act, the Flammable Fabrics Act, the Hazardous Substances Act, all regulations and policies of the U.S. Consumer Product Safety Commission (the "CPSC") and other governmental authorities, and all voluntary industry standards (including, without limitation, ASTM F963, Consumer Safety Specifications on Toy Safety), and shall be safe for children as required by applicable Laws (all of those Acts, regulations, policies, standards and requirements being referred to collectively as "Safety Requirements"). Licensee shall promptly notify the City if Licensee obtains information reasonably supporting the conclusion that a Licensed Product(s) may fail to comply with one or more Safety Requirements or may contain a defect that could create a substantial risk of injury to the public as described in 15 U.S.C. 2064.

(g) No license is granted hereunder for the use of the Property for any purpose other than upon or in connection with the Licensed Product. No license is granted hereunder for the manufacture, sale or distribution of Licensed Products to be used for publicity purposes, as giveaways, or to be disposed of under similar methods of merchandising. In the event that Licensee desires to sell Licensed Products for such purposes, Licensee acknowledges and agrees that it must first seek and obtain a separate license therefore from the City, and that the user thereof must also obtain a separate license from Licensor for such use of the Licensed Products. Licensee acknowledges that such separate license may be withheld for any reason.

(h) Licensee may manufacture, promote, advertise, sell, and offer for sale the Licensed Product in the Territory only in the form approved by the City in writing in accordance with Section XIV of this License Agreement.

(i) The Licensed Products sold or distributed by Licensee will be of a high standard of style, appearance, and quality, will be fit for their intended use, and will be consistent with industry standards. Licensee agrees that the Licensed Products and any related collateral materials will meet or exceed any and all government standards, regulations, guidelines, rules, laws, and the like in the Territory regarding such Licensed Products and will meet or exceed any other standards set forth in this License Agreement, including those set forth in Exhibit 4.

(j) Licensee agrees to adhere to the ethical guidelines set forth in its Global Manufacturing Principles ("GMP"), attached hereto as Exhibit 5.

(k) Licensee agrees and acknowledges that its license extends only to the Territory, and that it has no rights in the Property or to export, sell or authorize or permit the sale of any Licensed Products or other products or services bearing or otherwise associated with the Property outside the Territory, or any such proposed or potential sales that Licensee reasonably knows or should know would occur outside the Territory.

(l) Except to the extent that exclusive rights are explicitly granted hereunder, the parties agree and acknowledge that the City reserves the right to use itself or license to others the right to use the Property on any products or services, including those specifically defined as Licensed Products under this License Agreement.

(m) Co-Op Budget – Upon request, Licensee will provide NYC & Company with one hundred (100) units per production run to be used, in their sole discretion, as promotional products.

SECTION III (Term)

This License Agreement shall become effective upon written notice from NYC & Company to Licensee and shall continue through December 31, 2022, unless sooner terminated pursuant to the terms and conditions of this License Agreement (the “Initial Term”). The parties shall have the option of renewing this License Agreement on substantially the same, mutually agreed-upon terms and conditions for a period of an additional 2 year(s) (together with the Initial Term, the “Term”). Notwithstanding the foregoing, the Guarantee shall be subject to renegotiation for each renewal period, and nothing herein shall be construed as obligating either party to renew.

SECTION IV (License Years)

For purposes of administering this License Agreement and of computing royalty payments owing from Licensee to the City hereunder, the term “License Year” shall apply to each calendar year during the Term.

SECTION V (Royalties)

In each License Year of this License Agreement, Licensee shall pay to NYC & Company for the license granted herein, a royalty equal to:

- (i) For Wholesale Sales (defined below): Two percent (2%) of Wholesale Sales of Licensed Products;
- (ii) For Retail Sales (defined below): One percent (1%) of Retail Sales of Licensed Products; and
- (iii) For Approved Promotions: Zero percent (0%) of sales (Licensee shall be exempt from paying royalties) when the Licensed Products are used as part of a gift with purchase promotion as offered by Licensee (each such purchase promotion containing Licensed Products must be approved by Licensor in each instance in writing in advance).

Wholesale Sales (i.e., sales to third-party retailers, wholesalers, resellers) of the Licensed Products at Licensee’s and/or each Licensee Subsidiary’s invoiced billed amount (such amount calculated by multiplying invoiced selling price by sales quantity), exclusive of all taxes and invoiced charges for transportation that are separately identified on the sales invoice, less (i) good returns (i.e., re-saleable goods returned), and (ii) a flat-rate deduction of 10% on sales in the United States and 15% on sales in the rest of the world (collectively, “Flat Rate Deduction(s)”). The Flat Rate Deductions set forth above are in lieu of Licensee and/or each Licensee Subsidiary taking subsequent itemized deductions from Licensee’s and/or each Licensee Subsidiary’s invoiced billed amount for purposes of calculating Wholesale Sales hereunder. The parties agree that in the event of an audit, Licensor shall have no right to audit or request, and in accordance with Mattel’s standardized royalty accounting practices Mattel shall have no obligation to provide, any information whatsoever relating to the specifics of any itemized deductions that make up the Flat Rate Deductions.

Retail Sales (i.e., sales directly to the end-consumer by the Licensee or Licensee Subsidiaries, including through stores, websites and/or catalogs owned by Licensee or Licensee Subsidiaries): The gross revenue received by Licensee and/or each Licensee Subsidiary for all sales of the Licensed Products, less returns, and not including sales taxes, shipping and handling expenses, insurance, and similar charges included in the amount charged to the end-consumer.

Neither Wholesale Sales, nor Retail Sales shall include sales or transfers by Licensee or its affiliated companies to Licensee or its affiliated companies or distributors, the sole purpose of which is the transfer of Licensed Products for eventual resale, as royalties as a result of such sales shall be based upon and paid when the Licensed Products are ultimately sold to the third party distributor, retailer, consumer, or other unaffiliated third party. Notwithstanding the foregoing, no royalties shall be payable on Close-Out Sales, which are defined as any sale at 50% less than the initial invoiced selling price of such Licensed Product calculated on a Licensee affiliate by Licensee affiliate basis. The Licensee shall use its best efforts to notify Licensor prior to sale if Close-Out Sales are to be made. In the event the Licensed Products are sold in sets or assortments with other products that do not incorporate the Property (including battery packs), royalties will be paid only on that portion of the sales attributable to the Property. Nothing contained in this License Agreement shall be deemed to restrict Licensee from setting prices with its customers, or providing any discount or allowance to its customers as it may choose, in its sole discretion, and such policies or acts will in no way affect its relationship with Licensor or any of its payment obligations this License Agreement.

Notwithstanding anything to the contrary herein, the parties acknowledge and agree that the powers, duties, and obligations of the Comptroller of the City of New York pursuant to the provisions of the New York City Charter shall not be diminished, compromised, or abridged in any way.

SECTION VI (Guarantee)

Notwithstanding any other royalty payment requirements of this License Agreement, including those set forth above, Licensee shall pay to NYC & Company the Guarantee as follows:

Upon full execution of this License Agreement and written notice to proceed from NYC & Company:

two thousand seven hundred dollars (\$2,700) (the "Guarantee") .

The Guarantee shall be nonrefundable and shall be made whatever the sales of the Licensed Products have been or are for any of the license years, and shall be applied to and credited as advances against Licensee's liability for royalties for each License Year for which the License Agreement is in effect. The Guarantee and royalty payments may be cross-collateralized throughout the Term, Licensed Products and Territory.

SECTION VII

(Royalty Payments, Accounting and Statements)

Licensee shall furnish to NYC & Company the following no later than forty-five (45) days after the end of each calendar quarter (beginning with the calendar quarter in which the initial shipment of Licensed Products covered by this License Agreement is made):

(a) complete and accurate statements in a format mutually agreed to by the parties and certified in writing to be accurate by an authorized party of Licensee, showing the Licensed Products, amount sold, deductions, and royalties owed. Such statements shall be furnished to NYC & Company whether or not any Licensed Products have been sold during the preceding quarter; and

(b) payment of the earned royalty and/or Guarantee due from sales during the preceding quarter. In the event Licensee's earned royalty in a given quarter is less than the Guarantee , then payment shall include the difference between earned royalty and the Guarantee .

The receipt or acceptance by NYC & Company or the City of any statements furnished pursuant to this License Agreement or any royalties paid hereunder (or the cashing of any royalty checks paid hereunder) shall not preclude NYC & Company or the City from questioning the correctness of such statement or payment at any time. In the event any inconsistencies or mistakes are discovered in such statements or payments, they shall immediately be rectified and the appropriate payments made by Licensee. In the event of an overpayment by Licensee, Licensee may deduct such mutually verified overpayment from any earned royalty or Guarantee royalty payment due with the next regular quarterly royalty statement and payment. In the event no further royalty payments would be forthcoming after discovery and mutual verification of the payment, then Licensee shall receive a refund of such overpayment within thirty (30) days after its written request for a refund is received by NYC & Company.

In the event that Licensee fails to make any payments, including, , Guarantee , earned royalty and audit findings, when such payments are due under this License Agreement, and such payments are more than thirty days late, then interest shall be charged at a rate equal to the prime rate being charged in New York, New York, by Citibank as of the close of business on the date the payment first becomes due (or the maximum rate which legally can be paid by Licensee, if lower). All payments made hereunder shall be in United States currency drawn on a United States bank. Licensee shall keep accurate books of account and records covering all transactions related to this License Agreement for six (6) years after expiration or termination of the applicable Term. For the avoidance of doubt, the renewal of this License Agreement for additional Terms shall not extend Licensee's obligation to keep accurate books and records for transactions that occurred in the Initial Term or any previous renewal Terms.

SECTION VIII (Audit Rights)

(a) Books and Records; Audit Timing. Licensee agrees to keep accurate records of all sales of the Licensed Products in sufficient detail to confirm compliance with obligations, such as all financial payments due to the City, under this License Agreement for a period of six (6) years following termination or expiration of this License Agreement. During the Term and for a period of six (6) years after expiration or termination of this License Agreement, the City, or its representatives, shall have the right to review such records at Licensee's office located at New York City during Licensee's normal business hours ("Audit"). If the City fails to commence an Audit within six (6) years after the expiration or termination of any Term of this License Agreement, the City shall be deemed to have waived its right to conduct an Audit of this License Agreement.

(b) Audit Notice; Scheduling an Audit. The City will use good faith efforts to provide Licensee with thirty (30) days written notice of Audit in advance of the date the City or its representative wishes to commence the Audit ("Audit Notice"), except that the City shall not begin an Audit during the time period that is within 45 days after the end of each of Licensee's fiscal quarters. The City and its representatives shall not unduly interfere with the business of Licensee during an Audit. Prior to commencement of an Audit, the City and Licensee will mutually agree upon a timeline for the completion of the Audit.

(c) Use of Third-Party Auditor. With the exception of any auditor that may be hired by the Comptroller of the City of New York, Licensee shall have the right to approve any third-party auditor employed by the City or NYC & Company, provided that such approval may not be unreasonably withheld or delayed (it being understood that the disapproval of an auditor that is paid on a commission basis shall be deemed reasonable). Except as this relates to the Comptroller of the City of New York, both NYC & Company and any third party auditor employed by NYC & Company will be required to execute a non-disclosure agreement that is reasonably acceptable to Licensor and Licensee for the protection of Licensee's confidential information, some of which may be highly confidential information and/or Trade Secret. For the avoidance of doubt, the Comptroller of the City of New York shall not be considered a third-party for the purposes of this Section VIII.

(d) Scope of Financial Audit. In addition to other audit rights set forth in this agreement, the City or its representative will have the right to examine Licensee's records for the purpose of confirming the financial payments due to the City under this License Agreement, it being understood and agreed that in regards to

examination for financial issues, the City and/or its representative will not have access to any information relating to Licensee's sales of products, other than the Licensed Products.

(e) Notwithstanding anything to the contrary herein, the parties acknowledge and agree that the powers, duties, and obligations of the Comptroller of the City of New York pursuant to the provisions of the New York City Charter shall not be diminished, compromised, or abridged in any way.

SECTION IX (No Assignment)

This License Agreement is personal to Licensee and may not be assigned in whole or in part by Licensee without the prior written consent of the City, which may be withheld in the sole discretion of the City. Any attempted or purported assignment or other transfer, sublicense, mortgage or other encumbrance of this License Agreement by Licensee without the prior written approval of the City shall be null and void and grounds for immediate termination of this License Agreement by the City. Notwithstanding the foregoing, pursuant to applicable process (such as Licensee Subsidiaries filing PASSPORT vendor responsibility forms with the City), Licensee and the Licensee Subsidiaries may sub-license, assign, or transfer among themselves and to their subsidiaries the rights to manufacture, import, distribute, market, and sell the Licensed Products; provided, however, that the Licensee shall remain directly and primarily obligated under all the provisions of this License Agreement, and any default of this License Agreement by the Licensee Subsidiaries or any other subsidiaries pursuant to this Agreement (for example Licensee Subsidiaries' subsidiaries), shall be deemed a default by Licensee hereunder. To the extent any of Licensee's Subsidiaries or any other subsidiaries pursuant to this Agreement incur any payment obligations under this License Agreement, Licensee shall be responsible for their obligations pursuant to this License Agreement, including, but not limited to, as their agent for collecting all sums due from such entities and forwarding such sums to the City.

Licensee shall be directly and primarily obligated under all the provisions of this License Agreement, and any default of this License Agreement by Licensee, the Licensee Subsidiaries or any other subsidiaries pursuant to this Agreement shall be deemed a default by Licensee hereunder.

SECTION X (Trademark Ownership)

(a) Licensee agrees that by virtue of this License Agreement it does not and shall not claim any right, title, or interest in the Property or any part thereof (except the right to use them in accordance with this License Agreement), and that any and all uses thereof by Licensee shall inure to the benefit of the City. Licensee acknowledges the City's sole right, title, and interest in and to, and ownership of the Property and the validity of the trademarks and service marks that are part of the Property and the City's rights therein. Licensee agrees that it will not raise or cause to be raised any challenges, questions, or objections to the validity, registrability, or enforceability of the Property, to this License Agreement or to the validity of the Property and the City's rights therein, and shall not contest such right and title, nor do or permit to be done any act or omission which will in any way impair the rights of the City with respect to such Property. Any violation of this paragraph shall constitute an immediate breach of this License Agreement and cause for immediate termination by the City.

(b) Licensee acknowledges that the City is the owner of the Property depicted in **Exhibit I** hereto in the United States and certain marks are registered in certain international territories as more specifically described in **Exhibit 6** and **Exhibit 7**.

(c) Licensee agrees to reasonably assist the City in protecting the City's rights to the Property, including but not limited to reporting to the City any infringement or imitation of the Property of which Licensee becomes aware. The City shall have the sole right to determine whether to institute litigation with respect to such infringements, as well as the sole right to select counsel. The City may commence or prosecute any claims or suits for infringement of the Property in its own name or the name of Licensee or join Licensee as a party thereto at the City's cost. The City shall be entitled to keep the entire amount of any recovery. If the City brings an action against

any infringement of the Property, Licensee shall cooperate with the City and lend assistance that is reasonable and necessary, subject to being reimbursed for its reasonable and pre-approved out-of-pocket expenses.

(d) If claims are made against the City, NYC & Company, or Licensee with respect to the use of the Property in connection with the Licensed Products, then the parties agree to consult with each other on a suitable course of action. In no event shall Licensee, without the prior written consent of the City, have the right to acknowledge the validity of the claim of such party, to obtain or seek a license from such party, or to take any other action which might impair the ability of the City to defend or otherwise contest the claim of such party. The City shall have the right to participate at its own expense in the defense of any claims or suit instituted against Licensee with respect to the use by Licensee of the Property. If Licensee defends any such claims or suit, the City shall cooperate with Licensee and lend assistance that is reasonable and necessary, subject to the City being reimbursed by Licensee for its reasonable and pre-approved out-of-pocket expenses.

(e) Licensee agrees to make modifications requested by the City in Licensee's use of the Property or to discontinue use of the Property on the Licensed Products which are involved as a running change if the City reasonably determines such action to be necessary or desirable to resolve or settle a claim or suit or to eliminate the threat of a claim or suit by any party. Licensors shall bear any and all costs related to such modifications.

SECTION XI

(Goodwill)

(a) Licensee recognizes and acknowledges that the Property and the City's name and reputation are the exclusive property of the City and that they communicate to the public, worldwide, a reputation for high standards of quality and service, which reputation and goodwill have been and continue to be unique to the City. Licensee further recognizes and acknowledges that the Property has acquired secondary meaning in the mind of the public. The Property shall not be used in connection with any illegal, illicit or immoral purpose or activity, or in any manner which would be inconsistent with or damaging to the City's name and reputation. The City shall have the right to terminate this License Agreement immediately, upon written notice, in the event that any part of the Property is used by Licensee in connection with any illegal, illicit or immoral activity. In addition, in the event that any part of the Property is used by Licensee in any way which, in the reasonable judgment of the City, is inconsistent with or damaging to the City's name or reputation, the City shall so notify Licensee in writing and this License Agreement shall terminate unless Licensee promptly acts to cease and halt all such uses.

(b) Licensee shall use the Property only in the manner specified by the City. Licensee acknowledges and agrees that all use of and goodwill in the Property shall inure to the sole benefit of the City. Licensee shall not acquire any rights in the Property by virtue of any use it makes of the Property. Licensee shall not attempt to register the Property alone or as part of any other trademark, service mark, trade name, or corporate identifier (including without limitation its own trademark), nor shall Licensee use, adopt as its own, or attempt to register any marks, names, domain names, designations, or indicia that are the same as or similar to the Property.

(c) Licensee agrees that it will apply the proper notations on all Licensed Products, tags, labels, package inserts, containers, packaging, advertising, promotional and display materials or the like containing the Property as set forth in Exhibits 2 and 3 hereto.

(d) Licensors acknowledge that Licensee is the exclusive owner of any and all trademarks, trade dress, copyrights, patents, improvements, designs, ideas, methods, processes, devices, trade secrets, or other intellectual property rights in or related to the Licensed Products and any other materials that are or have been created, designed, invented, used, developed, or acquired by or for Licensee in connection with the Licensed Products (including, without limitation, the marketing, advertising, packaging, and other materials related to the Licensed Products). Licensee acknowledges that, from time to time, and without notice to Licensee it may be necessary or desirable for the City to modify certain elements of the Property in connection with the Licensed Products, to include additional elements to the Property, or to discontinue use of some or all of the elements of the Property. Accordingly, the City does not represent or warrant that the Property or any elements thereof will be maintained or used in any particular fashion. Any new elements or modifications to existing elements used by the City following the execution of this License Agreement may be included in, or deleted from (as applicable), the Property at the sole discretion of

the City. Licensee agrees to comply with the City's written request to include such elements as, or to delete such elements from, the Property as a running change within a reasonable period of time from Licensee's receipt of such written request.

(e) The City shall have the right, but shall not be under any obligation, to use the Property, Licensed Products, and/or the name of Licensee so as to give the Property, and/or the Licensed Products full and favorable prominence and publicity, subject in each instance to the prior written approval of Licensee. The City shall be under no obligation whatsoever to use or continue using the Property, the Licensed Products and/or the name of Licensee in connection with its products or services.

SECTION XII (Termination Rights)

Without prejudice to any other rights, Licensor has the right to terminate this License Agreement if Licensor determines that this License Agreement should be terminated without cause upon written notice to Licensee; provided that Licensee shall be permitted six (6) months from the date of termination to continue manufacturing and twelve (12) months from the date of termination to continue selling through its remaining and existing inventory of Licensed Products, except to the extent the product is reasonably deemed to be harmful.

Without prejudice to any other rights, the City has the right to terminate this License Agreement for cause upon written notice to Licensee, effective immediately, at any time that any of the following occurs:

(a) If Licensee shall fail to make any payment due hereunder or to deliver any of the statements herein referred to, or breaches any other obligation hereunder, and if such default shall continue for a period of thirty (30) days after written notice of such default is sent by the City to Licensee. Licensee shall pay interest on the unpaid balance thereof from and including the date such payment becomes due until the date the entire amount is paid in full at a rate equal to the prime rate being charged in New York, New York, by Citibank as of the close of business on the date the payment first becomes due (or the maximum rate which legally can be paid by Licensee, if lower).

(b) If Licensee makes any assignment for the benefit of creditors, or files any petition under Title 11, United States Code, or files in bankruptcy or is adjudicated as bankrupt or insolvent, or if any trustee in bankruptcy or insolvency is appointed under the laws of the United States or of any State. No assignee for the benefit of creditors, custodian, receiver, trustee in bankruptcy, sheriff or any other officer of the court or official charged with taking over custody of Licensee's assets or business may continue this License Agreement or exploit the Property if this License Agreement terminates pursuant to this paragraph. Notwithstanding, if, pursuant to Title 11, United States Code, or any amendment or successor thereto, a trustee in bankruptcy or Licensee, as debtor, is permitted to assume this License Agreement and does so and, thereafter, wishes to assign this License Agreement to a third party, and that assignment complies with Title 11 of the United States Code, the trustee or Licensee shall notify Licensor of same. Said notice shall set forth the name and address of the proposed assignee, the proposed consideration for assignment and all other relevant details of the assignment. Such notice shall be deemed to grant the Licensor the option to have this License Agreement assigned to such assignee for such consideration, or its equivalent in money and upon such terms as specified in the notice. The option may be exercised by written notice to the trustee or Licensee by Licensor within fifteen (15) days from Licensor's receipt of the notice, or within such shorter time as may be deemed appropriate by the court in a bankruptcy proceeding. If Licensor fails to give notice to the Licensee or trustee within said period, the Licensee or trustee may execute the assignment to the entity referred to in the notice for the consideration and on the terms specified therein. Nothing contained herein shall be deemed to preclude or impair any rights Licensor may have as a creditor in any bankruptcy proceeding.

(c) In the event that Licensee discontinues its business.

(d) If Licensee violates the non-assignment or change in controlling interest provisions of this License Agreement.

(e) If Licensee breaches a material provision of this License Agreement and such default is not cured within 30 days after written notice thereof; provided, however, if such a default is of a nature that it cannot be reasonably remedied within such 30 day period, Licenser may terminate the agreement only if Licensee has not in good faith commenced such remedy within the cure period and thereafter proceeded diligently to complete such a remedy within a reasonable time period.

Without prejudice to any other rights, Licensee has the right to terminate this License Agreement upon written notice to the City if the City breaches a material provision of the License Agreement and such default is not cured within 30 days after written notice thereof; provided, however, if such a default is of a nature that it cannot be reasonably remedied within such 30 day period, Licensee may terminate the agreement only if the breaching party has not in good faith commenced such remedy within the cure period and thereafter proceeded diligently to complete such a remedy within a reasonable time period.

Upon termination of this License Agreement, except as otherwise provided in Section XIII, all royalties theretofore accrued on sales of the Licensed Products made prior to the date of such termination shall become due and payable within 45 days of termination. In the event of termination without cause provided in this section, Licensee and the Licensee Subsidiaries shall be relieved of any other future payment obligations set forth in this License Agreement, including, without limitation, any portion of the Guarantee not due and owing at the time of termination.

SECTION XIII (Post Termination)

Upon the expiration of this License Agreement, except as the amount of sell-off days differs pursuant to termination without cause in Section XII, Licensee shall be permitted one hundred and twenty (120) days to sell its remaining inventory of Licensed Products. Sales under this section and Section XII shall require payment of royalties and all other duties and obligations of Licensee under this License Agreement shall remain in force during the sell off period. At the end of such sell-off period, or upon termination pursuant to any other provision in this License Agreement, Licensee shall immediately discontinue manufacture, promotion, advertisement, and sale of Licensed Products. Licensee acknowledges and agrees that its failure to cease manufacture, sale, advertising, or promotion of the Licensed Products upon expiration or termination of this License Agreement will result in immediate and irreparable harm to Licenser. Licensee further acknowledges and admits that Licenser has no adequate remedy at law for Licensee's failure to cease manufacture, sale, advertising, or promotion of the Licensed Products upon termination or expiration of this License Agreement, except as expressly provided for above. Licensee acknowledges and admits that, in the event of any such failure by it to cease manufacture, sale, advertising, or promotion of the Licensed Products, Licenser shall be entitled to equitable or injunctive relief against Licensee's failure, in addition to any and all other remedies at law that are available to Licenser.

SECTION XIV (Samples and Approvals)

(a) The Licensed Products shall meet or exceed the requirements imposed by any and all laws, regulations, government standards, guidelines, manufacturing codes, rules, and the like applicable to the Licensed Products. Without limiting the foregoing, no Licensed Products shall be manufactured from any flammable, explosive, toxic, or otherwise inherently dangerous materials or substances, nor designed so as to constitute any inherent danger to the consumer. Further, Licensee agrees that the Licensed Products shall be of a standard of quality at least as high as that of the samples of the Licensed Products initially approved by Licenser so as to be suited to their exploitation and to the protection and enhancement of the Property and the goodwill pertaining thereto.

(b) The Licensed Products shall be manufactured in accordance with the Quality Control Guidelines set forth in Exhibit 4 and the GMP set forth in Exhibit 5.

(c) The GMP shall be provided to Licensee's suppliers and manufacturers of the Licensed Products, and Licensee shall require its suppliers and manufacturers to comply with the GMP. Licenser shall have the

ability to inspect Licensee's facilities and warehouses, upon reasonable notice and subject to the signing of a non-disclosure agreement reasonably acceptable to the parties, to assure Licensee's compliance with this paragraph.

(d) Licensee agrees to submit, at the Licensor's request and at no cost to Licensor (i) initial sketches and/or design concepts; and (ii) finished artwork or final proofs for Licensor's inspection, analysis and approval prior to any sale or shipment of the Licensed Products. Licensee will deliver to Licensor, without cost to Licensor, twelve (12) final samples of each of the Licensed Products manufactured together with their packaging and wrapping material, except that, for Licensed Products sold directly to consumers or in sets or multi-packs, Licensee will deliver three (3) final samples.

(e) Licensor shall use reasonable efforts to communicate its written approval or disapproval within twenty (20) business days of receipt of items submitted for approval. Any items not expressly approved shall be deemed disapproved. If Licensor does not approve the items, the reasons for disapproval shall be communicated to Licensee in writing. After the items are approved pursuant to this paragraph, Licensee shall not depart therefrom in any material respect without Licensor's prior written consent, and Licensor shall not withdraw its approval of the items except for good cause.

(f) Licensee shall adhere to Licensor's graphic and packaging standards and guidelines in the use of the Property and shall use the materials depicted in Exhibit 3 hereto, which have been approved by Licensor. To the extent that Licensee wishes to amend or alter the graphics depicted in Exhibit 3, Licensee shall submit to Licensor for Licensor's prior written approval all tags, labels, package inserts, containers, packaging, advertising, promotional, display or sales materials or the like containing or referring to the Property. Licensor shall use reasonable efforts to communicate its written approval or disapproval within twenty (20) business days of its receipt of items under this paragraph. Any materials not specifically approved shall be deemed disapproved. If Licensor does not approve an item under this paragraph, the reason for such disapproval shall be communicated to Licensee in writing.

(g) Licensee shall at its own cost handle all product warranty and/or guarantee issues, responses and compliance requirements, as well as all consumer inquiries or complaints relative to any of the Licensed Products (collectively, "Consumer Inquiries"). Licensor shall forward to Licensee for handling any and all such Consumer Inquiries that Licensor receives. Upon request by Licensor, Licensee shall advise Licensor in writing of the manner in which it handled any Consumer Inquiry.

(h) With respect to the Licensed Products:

(i) The Licensee shall: (1) at all times have in place appropriate procedures to ensure that any Product Recall (defined in Section (h)(ii) below) and cessation can be carried out effectively; (2) meaningfully consult with the City in relation to any Product Recall; and (3) bear all costs related to any Product Recall of Licensed Products, including the reasonably necessary costs of advertisements and communications to press, trade or the general public incurred by or on behalf of the City.

(ii) Subject to the foregoing, if Licensee is (1) contacted by the CPSC or a governmental body of comparable standing outside the U.S., or (2) if Licensee has any substantive correspondence (as opposed to a routine communication) with the CPSC or governmental body of comparable standing outside the U.S. related to a substantial product hazard or a risk of serious injury concerning the Licensed Products, then Licensee will notify the City of such contact within three (3) business days and thereafter engage in a meaningful dialogue with the City regarding the issue. In the event that either (A) a product recall is required by law or (B) Licensee otherwise determines in good faith that a recall of any Product is necessary (each, a "Product Recall"), then Licensee shall (x) promptly notify the City of such Product Recall and furnish a copy of any non-privileged notification, information, reports, test results or similar documentation relating to such Product Recall (all of which shall be deemed to be Confidential Information of Licensee subject to and in accordance with Section XXIII of this Agreement), and (y) otherwise meaningfully consult with the City regarding such Product Recall.

(j) Licensee agrees not to use child labor in the manufacture of or otherwise in connection with any Licensed Products. Accordingly, Licensee agrees to comply with all applicable minimum wage, overtime,

occupational safety and health and environmental protection laws in the manufacture and packaging of Licensed Products. Licensee shall perform all obligations under this License Agreement in accordance with applicable provisions of federal, state and local laws, rules and regulations as are in effect from time to time.

SECTION XV (Purchase Rights)

Subject to availability and minimum order requirements, Licensors shall have the right to purchase from Licensee, at Licensee's lowest available wholesale price, such number of royalty-free units of any Licensed Product as Licensors may from time to time specify in a notice to Licensee:

SECTION XVI (Indemnification)

(a) Licensee hereby agrees to be responsible for and to indemnify, defend and hold harmless Licensors, NYC & Company, their affiliates and respective officers, agents, and employees, and to hold each of them harmless from and against any claims, judgments, demands, causes of action, damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees, which may be made or asserted by third persons in connection with the manufacture, design, sale, offering for sale, import, distribution, marketing, advertising, promotion or use of the Licensed Products. Such indemnification shall further extend to Licensee's breach of its representations and warranties or any of the terms and conditions of this License Agreement and Licensee's unauthorized use of any patent, process, idea, method or device, or unfair trade practice, false advertising, trademark, copyright infringement or the like in connection with the manufacture, design, sale, advertising, promotion or use of the Licensed Products. Licensee expressly agrees that its obligations hereunder shall survive and continue beyond any termination or expiration of this License Agreement.

(b) Licensors hereby agree to be responsible for and to indemnify, defend and hold harmless Licensee, Licensee Subsidiaries, their affiliates and respective officers, agents, and employees, and to hold each of them harmless from and against any claims, judgments, demands, causes of action, damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees, which may be made or asserted by third persons to the extent caused by (i) Licensee's use of the Property in accordance with this License Agreement in the manner approved hereunder by Licensors; (ii) any breach of any of the warranties or representations made by Licensors in this License Agreement or any of the terms and conditions of this License Agreement, and/or (iii) the gross negligence or willful misconduct of Licensors. Licensors expressly agree that its obligations hereunder shall survive and continue beyond any termination or expiration of this License Agreement.

SECTION XVII (Existing Licenses)

Licensee hereby acknowledges that Licensors have previously granted and may continue to grant licenses to third parties for the use of the Property.

SECTION XVIII (Insurance)

During the term of this license and for at least three (3) years after the last date of sale by Licensee of any Licensed Product, Licensee agrees to carry commercial general liability insurance, including but not limited to product liability coverage, with insurer(s) that may lawfully issue the required policy and have an A.M. Best rating of at least A- / "VII", a Standard & Poor's rating of at least A, a Moody's investors service rating of at least A3, a Fitch Ratings rating of at least A-, or a similar rating by any other nationally recognized statistical rating organization acceptable to the New York City Law Department. The commercial general liability insurance must: (x) be in an amount of at least one million dollars (\$1,000,000) per occurrence for bodily injury and property damage, one million dollars (\$1,000,000) for personal and advertising injury, two million dollars (\$2,000,000) policy aggregate, and two million dollars (\$2,000,000) products/completed operations; (y) be at least as broad as that provided by the latest edition of Insurance Services Office (ISO) form CG 00 01; and (z) include NYC & Company and the City, together with

their officials and employees, as additional insureds under such policy with coverage at least as broad as the latest edition of either ISO form CG 20 26 or ISO form CG 20 36. Policies of insurance provided pursuant to this Agreement shall be primary and non-contributing to any insurance or self-insurance maintained by NYC & Company or the City.

Each year such insurance is required, Licensee shall provide NYC & Company and the City with a Certificate of Insurance, which certifies the issuance and effectiveness of such policies of insurance, each with the specified minimum limits, and the required additional insured endorsements, accompanied by a duly executed "Certification by Insurance Broker or Agent" in the form required by the Licensor.

In the event that Licensee fails at any time to carry insurance as required herein, Licensee shall immediately notify Licensor thereof and Licensor shall have the right to terminate this Agreement immediately.

Whenever notice of occurrence, claim or suit to an insurance company is required under any such policy with respect to the Licensed Products, Licensee shall provide timely notice thereof on behalf of both NYC & Company and the City, including their officials and employees, and shall promptly send a copy of such notice(s) to both NYC & Company and the City. The copy of such notice to NYC & Company shall be sent to the address set forth in Section 22 below and the copy to the City shall be sent to c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007. The existence of such insurance shall in no way limit Licensor's or NYC & Company's rights under this Agreement, at law or in equity, including the right to be indemnified as set forth in this Agreement.

Licensee waives all rights against the NYC & Company and the City, including their officials and employees, for any damages or losses that are covered under any insurance required by this Agreement (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the Licensee.

SECTION XIX (Governing Law)

This License Agreement shall be construed in accordance with the laws of the State of New York, notwithstanding conflicts of laws principles. By execution of this License Agreement, Licensee consents to submit to the jurisdiction of the courts of the State of New York located in New York City and the federal courts located therein.

SECTION XX (No Partnership or Joint Venture)

Nothing in this License Agreement or in the course of performance under this License Agreement shall be construed to constitute a partnership or joint venture. Licensee shall have no right to obligate or bind Licensor in any manner whatsoever (nor shall Licensee hold itself out to any third party as being so authorized) and nothing contained herein nor in the course of performance hereunder shall give or is intended to give any right of any kind to any third party.

SECTION XXI (No Manufacturers, Importers, or Sublicensees)

From time to time, Licensor may request that Licensee provide the names of its designers, raw material suppliers and/or authorized importers of the Licensed Products, and Licensee agrees to provide such information upon reasonable notice and subject to the signing of a non-disclosure agreement mutually acceptable to both parties. Except as set forth in Section IX, Licensee may sublicense rights under this License Agreement ("Sublicense") only with the prior, written approval of the Licensor, which may be withheld in Licensor's reasonable discretion.

SECTION XXII (Notices)

All notices required to be given under the terms of this License Agreement, or which either party hereto may desire to give to the other, shall be in writing and sent by mail to the following addresses:

If to Licensor:

NYC & Company
810 Seventh Ave.
New York, NY 10019
ATTN.: Natalie Koepff
General Counsel

With a copy to:

New York City Department of Small Business Services
110 Williams Street, 2nd Floor
New York, NY 10038

If to Licensee:

Mattel, Inc.
333 Continental Boulevard, MI-1111
El Segundo, California 90245
Attn: Donyelle Evans

With a copy to:

333 Continental Boulevard, MI-1518
El Segundo, California 90245
Attn: VP, Business & Legal Affairs

SECTION XXIII (Confidentiality)

Except as otherwise required by law, both parties agree to, and shall cause their affiliates, agents, representatives, accountants, employees, officers and directors to: (i) treat and hold as confidential all information, reports or data, prepared, assembled, used or that the non-disclosing party comes to obtain under this License Agreement, and (ii) prior to publication, not disclose or provide access to such confidential information to any individual or organization without the prior written approval of the receiving party. In the event that the receiving party or affiliate, agent, contractor, representative, employee, officer, or director of the receiving party, becomes legally compelled to disclose confidential information of the disclosing party, the receiving party must provide the disclosing party with prompt written notice of such requirement so that the disclosing party may seek a protective order or other remedy or waive compliance with this Article XXIII. In the event that such protective order or other remedy is not obtained, or compliance with this Article XXIII is waived, the receiving party agrees to furnish only that portion of such confidential information which is legally required to be provided and exercise its reasonable best efforts to obtain assurances that confidential treatment will be accorded such information. Notwithstanding the foregoing, this Article XXIII shall not apply to any information that, at the time of disclosure, (i) was available publicly and not disclosed in breach of this License Agreement, (ii) was known to the receiving party without breach of an obligation of confidentiality or (iii) was learned from a third party who was not under an obligation of confidentiality. The parties agree and acknowledge that remedies at law for any breach of the obligations under this Article XXIII may be

inadequate and that in addition thereto the disclosing party is entitled to seek equitable relief, including injunction and specific performance, in the event of any such breach.

In the event that either party believes that specific information it submits to the other pursuant to this License Agreement should be treated confidentially by the receiving party, the disclosing party shall so advise the party receiving the information in a writing identifying the specific information. The receiving party agrees to treat information so designated as confidential proprietary information of the disclosing party, consistent with legal requirements.

The City or NYC & Company may be required, pursuant to the New York State Freedom of Information Law ("FOIL") (New York Public Officers Law Section 84 et seq.), to disclose information, or any portion thereof. In the event that disclosure is requested by a third party of materials designated by Licensee as confidential or proprietary information in accordance with this Section, the Licensor or NYC & Company will provide notice to Licensee and shall consult with Licensee to evaluate the extent to which such information may be withheld from disclosure under the provisions of FOIL.

Consistent with the requirements of FOIL, the final determination regarding disclosure shall be made by Licensor or NYC & Company in their sole discretion. In the event that Licensor or NYC & Company determines in its discretion that information may not be withheld, Licensor or NYC & Company, as appropriate will provide Licensee with prompt notice of intent to disclose in order that Licensee may invoke any rights or remedies to prevent disclosure to which it believes it may be entitled under the law.

The parties expressly acknowledge and agree that the receiving party will not have any obligation or liability to the disclosing party in the event of disclosure of materials, including materials designated by the disclosing party as proprietary information, provided such disclosure is in accordance with this Section.

SECTION XXIV (Investigations)

(a) The parties to this License Agreement agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York or City of New York governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry. If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City of New York, the State of New York, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City of New York, or any public benefit corporation organized under the laws of the State of New York, or;

(b) If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City of New York or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City of New York, the State, or any political subdivision thereof or any local development corporation within the City of New York, then;

(c) The commission or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five

(5) days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

(d) If any non-governmental party to the hearing requests an adjournment, the commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to paragraph E below without the City of New York incurring any penalty or damages for delay or otherwise.

(e) The penalties which may attach after a final determination by the commissioner or agency head may include but shall not exceed:

(i) The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City of New York; and/or

(ii) The cancellation or termination of any and all such existing City of New York contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this License Agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City of New York incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by Licensor.

(f) The commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in paragraphs (i) and (ii) below. He or she may also consider, if relevant and appropriate, the criteria established in paragraphs (iii) and (iv) below in addition to any other information which may be relevant and appropriate:

(i) The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

(ii) The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

(iii) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City of New York.

(iv) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under D above, provided that the party or entity has given actual notice to the commissioner or agency head upon the acquisition of the interest, or at the hearing called for in C (i) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

(g) (i) The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.

(ii) The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

(iii) The term “entity” as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City of New York, or otherwise transacts business with the City of New York.

(iv) The term “member” as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

(h) In addition to and notwithstanding any other provision of this License Agreement the Commissioner or agency head may in his or her sole discretion terminate this License Agreement upon not less than three (3) days’ written notice in the event Licensee fails to promptly report in writing to the Commissioner of Investigation of the City of New York any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this License Agreement by Licensee, or affecting the performance of this License Agreement.

SECTION XXV (Miscellaneous)

(a) Except for (i) Licensors Indemnification obligations under this License Agreement, or (ii) any claims, demands, actions, damages, liabilities, costs and expenses, including reasonable attorney’s fees, arising from Licensors breach of its confidentiality obligations under this License Agreement, breach of its representations and warranties under this License Agreement, or gross negligence or willful misconduct, no action shall lie or be maintained against Licensor or NYC & Company by Licensee based upon this License Agreement unless such action shall be commenced within six (6) months after the date of final payment hereunder, or within six (6) months of the termination or conclusion of this License Agreement, or within six (6) months after the accrual of the cause of action, whichever first occurs.

(b) In the event any claim is made or any action is brought against Licensor or NYC & Company in any way relating to this License Agreement on the basis of Licensee’s actions and in each case by a third party, Licensee shall diligently render to Licensor and NYC & Company without additional compensation any and all assistance which Licensor and NYC & Company may reasonably require of Licensee, subject to reimbursement for Licensee’s actual, reasonable, pre-approved expenses.

(c) Either party shall report to the other party in writing within ten (10) working days of the date such party becomes aware of the initiation by or against it of any legal action or proceeding in connection with or relating to this License Agreement.

(d) No claim whatsoever shall be made by Licensee against any officer, agent, or employee of Licensor or NYC & Company for, or on account of, anything done or omitted in connection with this License Agreement.

(e) This License Agreement may be executed in two copies, each of which shall be deemed an original. This License Agreement contains the entire understanding between the parties with respect to the subject matter hereof and replaces and supersedes all prior agreements and understandings between the parties. This License Agreement may only be amended by a writing executed by all parties.

(f) Headings used herein are for convenience only and shall not be considered part of this License Agreement. This Agreement has been negotiated by the parties hereto. No provision of this License Agreement shall be strictly construed against the drafter of the language concerned, but shall be interpreted applying the most reasonable interpretation under the circumstances, giving due consideration to the intentions of the parties at the time of contracting.

(g) Licensee represents and warrants to Licensor that: (i) it is duly organized and validly existing under the laws of the State of Delaware, (ii) it has all necessary power and authority to execute, deliver and

perform its obligations under this License Agreement; (iii) its execution, delivery and performance of this License Agreement have been duly authorized by all necessary corporate action on its part; (iv) once executed and delivered, this License Agreement will constitute its legal, valid and binding obligation, enforceable in accordance with its terms; (v) there are no legal or arbitral proceedings or any proceedings by or before any governmental or regulatory authority or agency, now pending or (to the knowledge of Licensee) threatened against Licensee which, if adversely determined, could have a material adverse effect on the financial condition, operations, business or prospects of Licensee; (vi) the execution and delivery of this License Agreement and any related agreement to which it is party, the consummation of the transactions herein and therein contemplated and compliance with the terms and provisions hereof and thereof, will not conflict with or result in a breach of, or require any consent under, the charter, by-laws or partnership agreement, as applicable, of Licensee, or any applicable law or regulation, or any order, writ, injunction or decree of any court or governmental authority or agency, or any agreement or instrument to which Licensee is a party or by which it is bound or to which it is subject, or constitute a default under any such agreement or instrument, or result in the creation or imposition of any lien upon any of the revenues or assets of Licensee pursuant to the terms of any such agreement or instrument.

(h) Lessor represents and warrants to Licensee that: (i) subject to applicable law, it has all necessary power and authority to execute, deliver and perform its obligations under this License Agreement; and (ii) the execution and delivery of this License Agreement and any related agreement to which it is party, the consummation of the transactions herein and therein contemplated and compliance with the terms and provisions hereof and thereof, will not conflict with or result in a breach of, or require any consent under any agreement or instrument to which Lessor is a party or by which it is bound or to which it is subject, or constitute a default under any such agreement or instrument, (iv) Subject to approval by the Franchise and Concession Review Committee and registration of this License Agreement pursuant to City procedures, once executed and delivered, this License Agreement will constitute its legal, valid and binding obligation, enforceable in accordance with its terms; (v) it is not currently engaged in any litigation or conflict involving its rights in and to the Property that would impact Licensee's rights hereunder; and (vi) use of the Property by Licensee (or any of its subsidiaries) in accordance with the terms of this License Agreement does not and will not infringe upon the rights of any third party.

(i) Each of the parties hereto shall use all reasonable efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, proper or advisable under applicable law, and to execute and deliver such documents and other papers, as may be required to carry out the provisions of this License Agreement and consummate and make effective the transactions contemplated by this License Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the date and year first above written.

NEW YORK CITY DEPARTMENT OF SMALL BUSINESS SERVICES

By:

Its:

Date of Signature: _____

APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY:

Acting Corporation Counsel

Mattel, Inc.

By: Todd Piccus

Its: VP, Legal & Business Affairs

Date of Signature: _____

Licensee Subsidiaries

By:

Its: Authorized Signatory

Date of Signature: _____

Exhibit I

The Property

Trademarks of the City of New York

Trademarks



Exhibit 2

Licensed Products

- 1) Vehicle replicas in any size, scale and material, including, without limitation, die-cast replicas with or without plastic parts, plastic replicas, and innovation replicas and accessories merchandise. Such vehicle replicas may be sold individually, in assortments, with sets, or in any other manner by Licensee if approved by Licensor in accordance with Section XIV of the Agreement.
- 2) Toys
- 3) Games

Exhibit 3

Product Labels and Graphics

All products or product packaging (as agreed to by Licensor and Licensee) must include a permanent copyright notice and trademark designation etched on the back of the product (or packaging, as applicable), as approved by NYC & Company. It must read “© 2020[or current year] City of New York. All Rights Reserved.”

If too little room is available to accommodate this etching, individual decisions will be made in consultation with NYC & Company, which shall have the right of prior approval over the final version.

In any event, all packaging must include at least the copyright notice “© 2020 [or current year] City of New York. All Rights Reserved.”

Exhibit 4

Quality Control Guidelines

- 1.** All Licensed Products and related materials associated with NYC & Company's licensing program, including but not limited to packaging, print ads, advertising initiatives, point of purchase displays, story boards, scripts, molds, brochures, videos, DVDs, labels, hangtags, catalogs, sales sheets and all collateral materials must be submitted to NYC & Company for written approval prior to any production.
- 2.** Each product submitted for approval must, at every stage, be submitted via NYC & Company's online product approval system, Trademarx Insight. Licensee will be introduced and set up with Trademarx Insight upon agreement execution.
- 3.** All prototypes of any items which utilize trademarks discussed herein must be submitted at each stage of production. Based on written approval, Licensee may proceed to the next step.
- 4.** After agreement execution the Licensee will receive an email that contains NYC & Company's entire sample submission/ approval process. The following brief steps will be required for all product submissions:
 - Initial sketches and/ or design concepts
 - Finished artwork or final proofs
 - Final post-production samples
- 5.** Licensees are required to submit all Licensed Products in each style and variation.
- 6.** Product submissions shall be reviewed and evaluated for:
 - Accuracy of logo representation
 - Proper use of Pantone colors
 - Proper use of trademark designations
 - General appearance and quality of product
 - NYC & Company policies and standards
- 7.** All approvals granted are conditioned upon FULL EXECUTION OF THE LICENSING AGREEMENT AND TIMELY PAYMENTS, or with the prior written permission of NYC & Company
- 8.** Each logo is distinctive and therefore must be used separately on Licensed Product and collateral materials. Logos may not be reversed and/ or turned to appear in an opposite direction.
- 9.** All hard goods must include a permanent copyright notice and trademark designation etched on the bottom or other approved location on the product.
- 10.** Licensees must indicate the size of, and the amount of times, they intend to utilize City logo(s), third party logo(s) and/or corporate identification(s) in relationship to the size of the City logo prior to the licensee's logo use on products.
- 11.** Subject to space limitations and Licensor's prior written approval, Licensee agrees to use the following notice, TM, ® or ©, as specified by the Licensor, in connection with the first most prominent usage of the Property on all Licensed Products, hang tags and packaging: "All New York City logos and marks depicted this License Agreement are the property of New York City and may not be reproduced without written consent. © 2020 [or other year of initial publication]. City of New York. All rights reserved." Subject to space limitations and Licensor's prior written approval, Licensee agrees to use the following notice, TM, ® or ©, in connection with all displays, advertising, sales brochures, instruction manuals and other promotional materials for each Licensed Product (hereinafter the "Promotional Materials"): "All New York City logos and marks depicted this License Agreement are the property of the City of New York and may not be used or reproduced without prior written consent. © 2020 [or other initial

year of publication]. City of New York. All rights reserved.” If impracticable in a particular situation, a shortened version of such notices may be used with Licensor’s prior written approval.

12. Licensee agrees to upload to Trademarx the factory name and factory contact information (foreign or domestic) where production of a particular item will occur once such factory has been assigned for such item. No product approvals will be given without this information.

Exhibit 5

Global Manufacturing Principles

Mattel's Global Manufacturing Principles (GMP) apply to all parties that manufacture, assemble, license or distribute any product or package bearing any of the Mattel logos. GMP provides guidance and minimum standards for all manufacturing plants, assembly operations and distribution centers that manufacture or distribute Mattel products. GMP requires safe and fair treatment of employees and that facilities protect the environment while respecting the cultural, ethnic and philosophical differences of the countries where Mattel operates. GMP also requires internal and periodic independent monitoring of our performance and our partners performance to the standards.

Mattel is committed to executing GMP in all areas of its business and will only engage business partners who share our commitment to GMP. Mattel expects all its business partners to adhere to GMP, and will assist them in meeting GMP requirements. However, Mattel is prepared to end partnerships with those who do not comply. Mattel and its partners will operate their facilities in compliance with applicable laws and regulations. Mattel has defined the following overarching principles to which all facilities and partners are required to comply. These principles are dynamic and evolving to continually improve our efforts to ensure on-going protection of employees and the environment. In addition, Mattel has developed a comprehensive and detailed set of underlying procedures and standards that enable us to apply and administer our GMP in the countries where we operate. The procedures and standards are updated and refined on an ongoing basis.

1. Management Systems

- a. Facilities must have systems in place to address labor, social, environmental, health and safety issues.

2. Wages and Working Hours

- a. Employees must be paid for all hours worked. Wages for regular and overtime work must be compensated at the legally mandated rates.
- b. Wages must be paid in legal tender and at least monthly.
- c. Working hours must be in compliance with country and Mattel requirements.
- d. Regular and overtime working hours must be documented, verifiable and accurately reflect all hours worked by employees.
- e. Overtime work must be voluntary.
- f. Employees must be provided with rest days in compliance with country and Mattel Requirements.
- g. Payroll deductions must comply with applicable country and Mattel requirements.

3. Age Requirements

- a. All employees must meet the minimum age for employment as specified by country and Mattel requirements.

4. Forced Labor

- a. Employees must be employed of their own free will.
- b. Forced or prison labor must not be used to manufacture, assemble or distribute any Mattel products.

5. Discrimination

- a. The facility must have policies on hiring, promotion, employee rights and disciplinary practices that address discrimination.

6. Freedom of Expression and Association

- a. The facility must recognize all employees' rights to choose to engage in, or refrain from, lawful union activity and lawful collective bargaining through representatives selected according to applicable law.
- b. Management must create formal channels to encourage communications among all levels of management and employees on issues that impact their working and living conditions.

7. Living Conditions

- a. Dormitories must be separated from production and warehouse buildings.
- b. Dormitories and canteens must be safe, sanitary and meet the basic needs of employees.

8. Workplace Safety

- a. The facility must have programs in place to address health and safety issues that exist in the workplace.

9. Health

- a. First aid and medical treatment must be available to all employees.
- b. Monitoring programs must be in place to ensure employees are not exposed to harmful working conditions.

10. Emergency Planning

- a. The facility must have programs and systems in place for dealing with emergencies such as fires, spills and natural disasters.
- b. Emergency exit doors must be kept unlocked at all times when the building is occupied. Emergency exits must be clearly marked and free of obstructions.

11. Environmental Protection

- a. Facilities must have environmental programs in place to minimize their impact on the environment.

EXHIBIT 6

Registered Territories

(The specific marks that are registered in each territory are listed in Exhibit 7)






Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Japan, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United States, United Kingdom

EXHIBIT 7

Registered Trademarks

Mark	Registered Countries
	United States
	United States
	United States
	United States
	Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United States, United Kingdom
	Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United States, United Kingdom

Mark	Registered Countries
	United States
	United States
	United States
	United States
	United States
	United States

Mark	Registered Countries
	Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United States, United Kingdom
	Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Japan, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United States, United Kingdom
	United States
	United States
	United States

Mark	Registered Countries
 <p>The logo is a blue shield with a black border. At the top, the word "POLICE" is written in white, bold, sans-serif capital letters. Below it, the word "EMERGENCY" is written in red, sans-serif capital letters. In the center, there is a blue and yellow fire truck. Below the truck, the word "SQUAD" is written in red, sans-serif capital letters. The letters "N.Y.P.D." are written in white, sans-serif capital letters in the background.</p>	United States
 <p>The logo is a blue shield with a black border. At the top, the word "POLICE" is written in white, bold, sans-serif capital letters. Below it, the letters "N.Y.P.D." are written in white, sans-serif capital letters. In the center, there is a blue anchor with a white rope tied around it. Below the anchor, the words "HARBOR UNIT" are written in white, sans-serif capital letters.</p>	United States
 <p>The logo is a blue shield with a yellow border. At the top, the letters "NYPD" are written in white, bold, sans-serif capital letters. Below it, the word "HIGHWAY" is written in white, sans-serif capital letters. In the center, there is a blue and white circular design with a red and white arrow pointing to the left. Below the arrow, the word "PATROL" is written in white, sans-serif capital letters.</p>	United States
 <p>The logo is a yellow shield with a blue border. At the top, the word "MOUNTED" is written in blue, sans-serif capital letters. In the center, there is a brown horse head facing left. Below the horse head, the letters "N.Y.C. P.D." are written in blue, sans-serif capital letters.</p>	United States




Mark	Registered Countries
	United States
	United States
	United States

EXHIBIT 8

Licensee Subsidiaries

Mattel Asia Pacific Sourcing Limited

Mattel Direct Import, Inc.

Mattel de Mexico, S.A. de C.V.

Memo

To: All NYC Borough Presidents
All NYC Community Board Presidents

From: Christina Rowley
NYC & Company Inc.

CC: Tia Pierce
Department of Small Business Services

Gregg Alleyne
Mayor's Office of Contract Services

Natalie Koepff
NYC & Company Inc.

Date: November 30, 2020

Re: Notice of Intent to Seek FCRC approval to utilize a different procedure to negotiate a Sole Source License Agreement with Ten Three Graphics, LLC. for the non-exclusive use of city-owned trademarks on merchandise

Dear NYC Borough Presidents and NYC Community Board Presidents:

Pursuant to §1-16 of the Concession Rules of the City of New York, this is to notify the affected Borough Presidents and Community Boards that NYC & Company Inc., on behalf of the NYC Department of Small Business Services, intends to seek Franchise and Concession Review Committee approval to utilize a different procedure to negotiate a sole source license agreement with Ten Three Graphics, LLC. for a non-significant concession for the non-exclusive use of city-owned trademarks on merchandise.

The proposed concession has been determined not to be a major concession as defined in Chapter 7 of the Rules of the City Planning Commission.

If you have any questions or comments, please contact me by e-mail at Crowley@nycgo.com

Best,
Christina Rowley

CONCESSION AGREEMENT PRE-SOLICITATION REVIEW MEMORANDUM COVER SHEET
(Complete and attach a CPSR Memorandum only if the selection procedure will be other than Competitive Sealed Bids)

AGENCY: NYC & Company, Inc. on behalf of NYC Department of Small Business Services	CONCESSION TITLE/DESCRIPTION: Non-Exclusive Use of City-Owned Trademarks on Merchandise CONCESSION IDENTIFICATION # NYCCO-2020-010
# VOTES required for proposed action = 4 <input type="checkbox"/> N/A	

SELECTION PROCEDURE
 (* City Chief Procurement Officer approval of CPSR required)

☐ Competitive Sealed Bids (CSB) (CSP)*
 ☐ Competitive Sealed Proposals

☒ Different Procedure * (☒ Sole Source Agreement ☐ Other _____)

☐ Negotiated Concession*

Recommended Concessionaire: Ten Three Graphics, LLC. ☒ EIN ☐ SSN # 46-5628848
 Attach Memo(s) *

<p align="center">CONCESSION AGREEMENT TERM</p> <p>Initial Term: to be negotiated</p> <p>Renewal Option(s) Term: to be negotiated to be negotiated</p> <p>Total Potential Term: to be negotiated</p>	<p align="center">ESTIMATED REVENUE/ANTICIPATED BUSINESS TERMS (Check all that apply)</p> <p align="center">(<input type="checkbox"/> Additional description attached)</p> <p><input type="checkbox"/> Annual Minimum Fee(s) \$ _____</p> <p><input type="checkbox"/> % Gross Receipts _____%</p> <p><input type="checkbox"/> The Greater of Annual Minimum Fee(s of \$_____ v. _____% of Gross Receipts</p> <p><input checked="" type="checkbox"/> Other formula: to be negotiated</p>
<p>LOCATION OF CONCESSION SITE(S)* <input checked="" type="checkbox"/> N/A</p> <p>Address _____</p> <p>Borough _____ C.B. _____</p> <p>Block # _____ Lot # _____</p> <p><small>*Attach additional sheet</small></p>	

CONCESSION TYPE (Check all that apply)

> Significant Concession:

☒ NO
☐ YES **Basis:**
☐ Total potential term =>10 years ☐ Projected annual income/value to City >\$100,000 ☐ Major Concession

> Major Concession:

☒ NO
☐ YES - Award will be subject to review and approval pursuant to Sections 197-c and 197-d of NYC Charter.

NOTIFICATION REQUIREMENTS

Subject concession will be awarded by CSB or CSP. ☐ YES ☒ NO

If YES, check the applicable box(es) below:

☐ The subject concession is a Significant Concession and the Agency has/will complete its consultations with each affected CB/BP regarding the scope of the solicitation at least 30 days prior to its issuance.
☐ The subject concession is a Significant Concession and the Agency provided notification of such determination to each affected CB/BP by inclusion of this concession in the Agency's Plan pursuant to §1- 10 of the Concession Rules.
☐ The subject concession has been determined not to be a Major Concession and the Agency has sent/will send written notification of such determination to each affected CB/BP at least 40 days prior to issuance of the solicitation.
☐ The subject concession has been determined not to be a Major Concession and the Agency provided notification of such determination to each affected CB/BP by inclusion of this concession in the Agency's Plan pursuant to §1-10 of the Concession Rules.

If NO, check the applicable box below:

☒ The Agency certifies that each affected CB/BP has received/will receive written notice at least 40 days in advance of the FCRC meeting at which the agency will seek approval to use a different selection procedure.

- ☐ The Agency certifies that based on exigent circumstances it has requested/will request unanimous approval of the FCRC to waive advance written notice to each affected CB/BP.
- ☐ The Agency certifies that each affected CB/BP will receive written notice that the concession was determined to be non-major along with a summary of the terms and conditions of the proposed concession upon publication of a Notice of Intent to Enter into Negotiations. The agency further certifies that it will send a copy of this notice to the members of the Committee within five days of the notice to each affected CB/BP.

AUTHORIZED AGENCY STAFF

This is to certify that the information presented herein is accurate.

Name _____ Title _____

Signature _____ Date __/__/__

CITY CHIEF PROCUREMENT OFFICER

This is to certify that the agency's plan presented herein will comply with the prescribed procedural requisites for the award of the subject concession.

Signature _____ Date __/__/__
City Chief Procurement Officer

CONCESSION AGREEMENT PRE-SOLICITATION REVIEW MEMORANDUM

A. DETERMINATION TO UTILIZE OTHER THAN COMPETITIVE SEALED BIDS ☐ N/A

Instructions: Attach copy of draft RFP or other solicitation document, and check all applicable box(es) below.

The Agency has determined that it is not practicable or advantageous to use Competitive Sealed Bids because:

- ☐ Specifications cannot be made sufficiently definite and certain to permit selection based on revenue to the City alone.
- ☐ Judgment is required in evaluating competing proposals, and it is in the best interest of the City to require a balancing of revenue to the City, quality and other factors.
- ☐ The agency will be pursuing a negotiated concession for the reasons listed in section (B)(3)(b)
- ☒ Other (Describe)

NYC & Company Inc. on behalf of New York City Department of Small Business Services (SBS), intends to seek Franchise and Concession Review Committee approval to utilize a different procedure to negotiate a non-exclusive, sole source license agreement with Ten Three Graphics, LLC. pursuant to Section 1-16 of the Concession Rules of the City of New York (different procedures) for the reasons listed in Section (B)(2) below.

B. DETERMINATION TO USE OTHER THAN COMPETITIVE SEALED PROPOSALS ☐ N/A

1. Briefly summarize the terms and conditions of the concession. *Add additional sheet(s), if necessary.*

To be determined at a later date- when/if the Franchise and Concession Review Committee (FCRC) approves the use of a different procedure to negotiate an agreement with Ten Three Graphics.

2. Briefly explain the basis for the determination not to solicit Competitive Sealed Proposals. *[Explain]*

Ten Three Graphics, LLC is an online apparel company founded in 2014. Ten Three Graphics, focuses on fire departments around the country and has a unique following of supporters who buy the house specific shirts. Each firehouse has a unique number and location and Ten Three Graphics, highlights different firehouses around the 5 boroughs to create a unique assortment. Ten Three Graphics has a strong social media presence and is able to target consumers interested in just fire department apparel through its online shop. It is in the City's best interest to negotiate a sole source agreement with Ten Three Graphics, LLC. This proposed non-exclusive license agreement will not bar opportunities for other types of apparel manufacturers.

3a. Briefly explain the selection procedure that will be utilized. *[Explain]*

NYC & Company Inc./SBS is requesting authorization to utilize a different procedure, pursuant to Section 1-16 of the Concession Rules of the City of New York, to negotiate a sole source agreement with Ten Three Graphics for the non-exclusive use of City-owned trademarks on apparel. Ten Three Graphics, LLC. holds a non-concession agreement for the purpose of testing product interest from its distribution channels and customers unique to Ten Three Graphics, LLC. At the time the non-concession agreement with Ten Three Graphics, LLC was executed the parties anticipated that the revenue would not exceed administrative costs which were estimated to be \$11,000, however the products released by Ten Three Graphics, LLC were such a success that the royalties for these items exceeded \$19,043.95 in the first two quarters of the term of the agreement. It was impossible to determine during negotiation of the non-concession agreement that the pilot program would have been so successful and based on the information available at the time there was no basis to justify bringing the matter before the FCRC for a concession agreement. Given that interest in the products has been successful, it is now in the City's best interest to negotiate a concession agreement with Ten Three Graphics, LLC., to develop this market segment. NYC & Company/SBS is seeking to negotiate an agreement that includes the excess revenue from the non-concession agreement. We intend to bring this matter before the FCRC on January 13, 2020 ("Step 1"). Once negotiated and if

determined by NYC & Company Inc./SBS to be a significant concession, NYC & Company Inc./SBS and the FCRC will hold a joint public hearing on the proposed Agreement before presenting it to the FCRC for ("Step 2") approval at a second public meeting. If NYC & Company Inc./SBS determines the concession to be non-significant, NYC & Company Inc./SBS will present the fully negotiated Agreement directly (without need for an initial joint public hearing).

3b. If the selection procedure is a negotiated concession, check the applicable box: ☒ N/A

The Agency made a determination that it is not practicable and/or advantageous to award a concession by competitive sealed bidding or competitive sealed proposals due to the existence of a time-sensitive situation where a concession must be awarded quickly because:

- ☐ The Agency has an opportunity to obtain significant revenues that would be lost or substantially diminished should the agency be required to solicit the concession by competitive sealed bids or competitive sealed proposals and the diminished revenue does not relate only to the present value of the revenue because of the additional time needed to solicit competitive sealed bids or competitive sealed proposals; *[Explain]*
- ☐ An existing concessionaire has been terminated, has defaulted, has withdrawn from, or has repudiated a concession agreement, or has become otherwise unavailable; *[Explain]*
- ☐ The Agency has decided, for unanticipated reasons, not to renew an existing concession in the best interest of the City and requires a substitute/successor concessionaire. *[Explain]*
- ☐ DCAS is awarding a concession to an owner of property adjacent to the concession property, or to a business located on such adjacent property, and has determined that it is not in the best interest of the City to award the concession pursuant to a competitive process because of the layout or some other characteristic of the property, or because of a unique service that can be performed only by the proposed concessionaire. *[Explain]*

Approved by CCPO: _____ **on** ____/____/____.

4. If the Agency has/will request unanimous FCRC approval to waive advance written notice each affected CB/BP that a selection procedure other than CSB or CSP will be utilized, explain the exigent circumstances. *[Explain]* ☒ **N/A**

CITY OF NEW YORK

FRANCHISE AND CONCESSION REVIEW COMMITTEE

(Cal. No. _2_)

BE IT RESOLVED, that the Franchise and Concession Review Committee (“FCRC”) authorizes NYC & Company, Inc. on behalf of New York City Department of Small Business Services (“SBS”) to utilize a different procedure, pursuant to Section 1-16 of the Concession Rules of the City of New York, to negotiate a non-exclusive, Sole Source License Agreement with Ten Three Graphics, LLC. (“Ten Three Graphics”) for the non-exclusive use of city-owned trademarks on merchandise.

BE IT FURTHER RESOLVED, that NYC & Company, Inc. on behalf of SBS shall submit the License Agreement SBS proposes to enter into with Ten Three Graphics to the FCRC for approval.

**THIS IS A TRUE COPY OF THE RESOLUTION ADOPTED BY THE
FRANCHISE AND CONCESSION REVIEW COMMITTEE ON**

January 13, 2021

Date: _____

Signed: _____

Title: Director of the Mayor's Office of Contract Services

Tynia Richard
Acting Deputy Commissioner for Legal Matters
General Counsel, Citywide IT

MEMORANDUM

To: Franchise and Concession Review Committee, Honorable Borough Presidents, Honorable City Council Members, Community Boards

From: Tynia Richard, Acting Deputy Commissioner for Legal Matters & General Counsel, Citywide IT

Subject: Notice of Public Hearing, January 11, 2021, Regarding a Proposed Amendment to the Verizon New York Inc. Franchise Agreement

Date: December 17, 2020

NOTICE OF A FRANCHISE AND CONCESSION REVIEW COMMITTEE (“FCRC”) PUBLIC HEARING to be held remotely via a Microsoft Teams dial-in on January 11, 2021 at 2:30 p.m. relative to:

A proposed amendment (“Amendment”) to a cable franchise agreement (“Agreement”) between the City of New York (the “City”) and Verizon New York Inc. (“Franchisee”) that will, among other things, 1) extend the term of Agreement to July 16, 2023, 2) require deployment of cable service at a minimum of 500,000 residential dwelling units not previously eligible for standard installation, with at least 125,000 of such units being in certain currently underserved Community Districts, and 3) require deployment of cable service to New York City Housing Authority residential dwelling units not previously eligible for cable service, pursuant to schedules in the Amendment. The Amendment, if approved by the City, may not take effect without the prior approval of the New York State Public Service Commission.

The public may participate in the public hearing by calling the dial-in number below. Written testimony may be submitted in advance of the hearing electronically to Gregg.alleyne@mocs.nyc.gov. All written testimony must be received by **January 6, 2021**. In addition, the public may also testify during the hearing by calling the dial-in number. The dial-in information is below:

Dial-in #: [+1 646-893-7101](tel:+16468937101)



Access Code: 477 697 212, then press #

Press # on further prompts

A draft copy of the Amendment and/or a copy of the Agreement may be obtained at no cost by any of the following ways:

1) Submitting a written request to DoITT at franchiseopportunities@doitt.nyc.gov from **December 17, 2020** through **January 7, 2021**.

2) Download Amendment No. 3 from **December 17, 2020** through **January 11, 2021** on DoITT's website. To download a draft copy of the Amendment, visit <https://www1.nyc.gov/site/doitt/business/cable-tv-franchises.page>. The Agreement is available now for download at that same page.

3) By submitting a written request by mail to NYC Department of Information Technology and Telecommunications, 2 Metrotech Center, P-1 Mailroom, Brooklyn, NY 11201. Written requests must be received by **December 31, 2020**. For mail-in request, please include your name, return address, and a request for the Verizon Amendment.

A transcript of the hearing will be posted on the FCRC website at <https://www1.nyc.gov/site/mocs/reporting/agendas.page>.

For further information on accessibility or to make a request for accommodations, such as sign language interpretation services, please contact the Mayor's Office of Contract Services (MOCS) via e-mail at DisabilityAffairs@mocs.nyc.gov or via phone at (646) 872-0231. Any person requiring reasonable accommodation for the public hearing should contact MOCS at least five (5) business days in advance of the hearing to ensure availability.



RECOMMENDATION FOR AWARD OF FRANCHISE AMENDMENT MEMORANDUM COVER SHEET
(Attach, in the following order, FRFA Checklist and Narrative and "Responsibility Determination" form)

AGENCY NYC DoITT	RECOMMENDED FRANCHISEE Name: Verizon New York, Inc. Address: 140 West Street, New York, NY 10007 Telephone # _____ <input checked="" type="checkbox"/> EIN <input type="checkbox"/> SSN #135275510	FRANCHISE I.D. # #8582008VRZNPOL
# VOTES required for proposed action = 5		
DESCRIPTION OF FRANCHISE (Attach Proposed Resolution and Proposed Agreement) Cable television franchise amendment		
Borough(s) Location of Franchise: Citywide C.B.(s): Citywide		
PUBLIC SERVICE TO BE PROVIDED Cable television services		
SELECTION PROCEDURE <input type="checkbox"/> Request for Proposals <input checked="" type="checkbox"/> Other Solicitation		
FRANCHISE AGREEMENT TERM Initial Term From 07/18/08 To 07/18/20 Extended Term From 07/17/20 To 07/16/23 From __/__/__ To __/__/__		SUBSIDIES TO FRANCHISEE <input checked="" type="checkbox"/> N/A \$ _____
DCP determined the franchise would have land use impacts or implications. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If YES, proposed franchise reviewed and approved pursuant to Sections 197-c and 197-d of the City Charter. <input type="checkbox"/> CPC approved on __/__/__ <input type="checkbox"/> City Council approved on __/__/__ <input type="checkbox"/> N/A		
<input checked="" type="checkbox"/> Law Department determined RFP/other solicitation document consistent with adopted authorizing resolution on __/__/08 <input checked="" type="checkbox"/> Law Department approved franchise amendment on 01/13/20		
AUTHORIZED AGENCY STAFF This is to certify that the information presented herein is accurate and that I find the proposed franchisee to be responsible and approve of the award of the subject franchise amendment. This is to further certify that the subject franchise amendment was approved by the FCRC on __/__/__ by a vote of __ to __. Name _____ Title _____ Signature _____ Date __/__/__		
CERTIFICATE OF PROCEDURAL REQUISITES This is to certify that the agency has complied with the prescribed procedural requisites for award of the subject franchise amendment. Signature _____ Date __/__/__ City Chief Procurement Officer		

RECOMMENDATION FOR AWARD OF FRANCHISE AMENDMENT MEMORANDUM

Instructions: Check all applicable boxes and provide all applicable information requested below. If any requested date or information is unavailable, describe the reason it cannot be ascertained.

A. AUTHORIZING RESOLUTION (Attach copy)

1. Mayor's Office of Legislative Affairs transmitted proposed authorizing resolution to City Council on ____/____/06.
2. City Council conducted public hearing on ____/____/06.
3. City Council adopted authorizing resolution on **09/27/06**.

B. SOLICITATION/EVALUATION/AWARD

1. RFP/solicitation document issued on **04/11/08**. (Attach copy)
2. ☒ The Agency certifies that it complied with all the procedures for the solicitation, evaluation and/or award of the subject franchise as set forth in the applicable authorizing resolution and request for proposals, if applicable.

Basis for Award:

Instructions: Check applicable box below; attach a list of proposed franchisee's Board of Directors.

- ☐ Recommended franchisee is highest rated proposer and offered highest amount of revenue (overall or for the competition pool).
- ☐ Recommended franchisee was sole proposer or was determined to be only responsive proposer (overall or for the competition pool), and the agency certifies that a sufficient number of other entities had a reasonable opportunity to propose, the recommended franchisee meets the minimum requirements of the RFP or other solicitation and award is in the best interest of the City. *Explain:*
- ☒ The subject franchise is a non-exclusive franchise and the recommended franchisee has been determined to be both technically qualified and responsible.
- ☐ Other *Describe:*

C. PUBLIC HEARING & APPROVAL

1. Agency filed proposed amendment with FCRC on **12/17/20**.
2. Public Hearing Notice
 - ☒ a. Agency published, for at least 15 business days immediately prior to the public hearing, a public hearing notice and summary of the terms and conditions of the proposed amendment in the City Record from **12/17/20 – 1/11/21**.
 - ☒ b. Agency provided written notice containing a summary of the terms and conditions of the proposed amendment to each affected CB and BP by 12/17/20. (Check the applicable box below and provide the requested information)
 - ☐ Franchise relates to property in one borough only and, as such, agency additionally published a public hearing notice and summary of the terms and conditions of the proposed agreement twice in _____, a NYC daily, citywide newspaper on ___/___/___ and ___/___/___, and in _____, a NYC weekly, local newspaper published in the affected borough on ___/___/___ and ___/___/___ . A copy of each such notice containing a summary of the terms and conditions of the proposed agreement was sent to each affected CB and the affected BP by ___/___/___ .
 - ☒ Franchise relates to property in more than one borough and, as such, agency additionally published a public hearing notice and summary of the terms and conditions of the proposed amendment twice in El Diario, a NYC daily, citywide newspaper on **12/20/20** and **12/21/20**, and in New York Post, also a NYC daily, citywide newspaper on **12/21/20** and **12/22/20**. A copy of each such notice containing a summary of the terms and conditions of the proposed amendment was sent to each affected CB, each affected BP and each affected Council Member by **12/21/20**.
 - ☐ Franchise relates to a bus route contained within one borough only and, as such, agency additionally published a public hearing notice and summary of the terms and conditions of the proposed agreement twice in _____, a NYC daily, citywide newspaper on ___/___/___ and ___/___/___, and in _____, a NYC weekly, local newspaper published in the affected borough on ___/___/___ and ___/___/___ . A copy of each such notice containing a summary of the terms and conditions of the proposed agreement was sent to each affected CB and the affected BP by ___/___/___ .
 - ☐ Franchise relates to a bus route that crosses one or more borough boundaries and, as such, agency additionally published a public hearing notice and summary of the terms and conditions of the proposed agreement twice in _____, a NYC daily, citywide newspaper on ___/___/___ and ___/___/___, and in _____, also a NYC daily, citywide newspaper on ___/___/___ and ___/___/___ . A copy of each such notice containing a summary of the terms and conditions of the proposed agreement was sent to each affected CB, each affected BP and each affected Council Member by ___/___/___ . A notice was posted in the buses operating upon the applicable route.
 - ☐ b. Franchise relates to extension of the operating authority of a private bus company that receives a subsidy from the City and, as such, at least 1 business day prior to the public hearing the Agency published a public hearing notice in the City Record on ___/___/___ .
3. FCRC conducted a public hearing within 30 days of filing on **1/11/21**.

RESOLUTION
FRANCHISE AND CONCESSION REVIEW COMMITTEE

CITY OF NEW YORK

Cal. No. __

In the matter of amendment to the franchise agreement authorizing Verizon New York Inc. (“Verizon”) to provide cable television services in the City of New York (the “City”).

WHEREAS, pursuant to Authorizing Resolution 538 (adopted by the New York City Council on September 27, 2006) (the “Authorizing Resolution”), the New York City Department of Information Technology and Telecommunications (“DoITT”) issued a solicitation for proposals (“Solicitation”) for the proposal of cable television services, as defined by the Authorizing Resolution, on a Citywide basis;

WHEREAS, on May 27, 2008, a franchise agreement pursuant to the Solicitation was approved by the Franchise and Concession Review Committee (“FCRC”);

WHEREAS, the City and Verizon seek an amendment to the franchise agreement, the purpose of which is to, among others, (1) extend the term of the franchise agreement through July 16, 2023, (2) require deployment of cable service at a minimum of 500,000 residential dwelling units not previously eligible for standard installation, with at least 125,000 of such units being in certain currently underserved Community Districts, and (3) require deployment of cable service to New York City Housing Authority residential dwelling units not previously eligible for cable service, pursuant to schedules in the amendment;

WHEREAS, the amendment, once approved by the City, may not take effect without the prior approval of the New York State Public Service Commission;

WHEREAS, the FCRC held a public hearing, on January 11, 2021 regarding the proposed amendment to the franchise agreement, which was a full public proceeding in compliance with the requirements of the New York City Charter, and such hearing was closed on that date; and

WHEREAS, the amendment may not take effect without the prior approval of the New York State Public Service Commission.

NOW, THEREFORE, BE IT

RESOLVED, that the FCRC does hereby approve the proposed amendment.

THIS IS A TRUE COPY OF THE RESOLUTION ADOPTED BY THE FRANCHISE AND
CONCESSION REVIEW COMMITTEE ON:

January 13, 2021

Date: _____

Signed: _____

Title: Director of the Mayor's Office of Contract Services

THE CITY OF NEW YORK
DEPARTMENT OF INFORMATION TECHNOLOGY
AND TELECOMMUNICATIONS

OPEN-ENDED, NON-EXCLUSIVE SOLICITATION OF PROPOSALS FOR
CABLE TELEVISION FRANCHISES PURSUANT TO WHICH CABLE
TELEVISION SERVICES WILL BE MADE AVAILABLE TO HOUSEHOLDS
THROUGHOUT THE CITY OF NEW YORK

AGENCY CONTACT:

JEAN BLANC, DEPUTY AGENCY CHIEF CONTRACTING OFFICER
75 PARK PLACE, 9TH FLOOR
NEW YORK, NEW YORK 10007
TELEPHONE: (212) 788-6236
E-MAIL: acco@doitt.nyc.gov

RELEASE DATE: APRIL 11, 2008

2008-013856

SECTION 1. INTRODUCTION.

(a) Legal and Procedural Background. Sections 894.5 through 894.8 of Title 16 of the New York State Codes, Rules and Regulations set forth procedures for the solicitation, submission and consideration of applications for franchises for the provision of cable television service in the State of New York (the “State Rules”). Consistent with said State Rules and pursuant to Section 363 of the New York City Charter (“the Charter”), the Council of the City of New York (“the Council”) adopted, on September 27, 2006, an authorizing resolution (Resolution No. 538, attached hereto as “Appendix A”, referred to hereinafter as the “Authorizing Resolution”) authorizing the Department of Information Technology and Telecommunications (“DoITT”) of the City of New York (“the City”) to grant non-exclusive franchises for the provision of cable television services. Section 1072 of the Charter grants DoITT the power to, among other things, develop and issue solicitations of proposals for franchises such as those for cable television services, consistent with the Authorizing Resolution. Pursuant to said Charter Section 1072 and the Authorizing Resolution, and in conformance with the State Rules, DoITT hereby issues this solicitation (this “Solicitation”) seeking proposals for franchises for the provision of cable television services to be made available throughout the City. For the purposes of this Solicitation, “cable television services” shall have the meaning set forth therefor in the Authorizing Resolution.

(b) Generally. In 1970, the City of New York (the “City”) granted two franchises pursuant to which cable television service was offered in, respectively,

the northern and southern halves of the borough of Manhattan. These franchises were renewed on revised terms in 1990 and again in 1998, and cable television service continues to be offered pursuant to these agreements as they have been revised, and the franchisee interest therein transferred, from time to time. In 1983, the City granted several franchises pursuant to which cable television service was offered in the Bronx, Brooklyn, Queens and Staten Island. These franchises were renewed on revised terms in 1998, and cable television service continues to be offered pursuant to these agreements, as they have been revised, and, in some cases, the franchisee interest therein transferred, from time to time.

The required geographical service areas of these franchises were originally designated by the City such that for every such service area in the City there would be one provider who would be required to offer cable TV service to all households in the service area. From their commencement, these franchises have been non-exclusive, so that each franchisee could have, in its discretion, provided, or asked the City for permission to provide, service not only in the areas of the City to which such franchisee was required to offer service but also to other areas of the City in competition with the franchisee who was required to build that area. However, each of the existing cable television service franchisees in the City has, to date, chosen to provide service only within the geographical area in which it was required by the terms of the franchise to provide service and not to pursue competition with competing franchisees in other areas in the City. A result has been that competition in the provision of

multi-channel video service in the City has been limited to providers who do not hold cable television franchises, such as direct broadcast satellite providers (for example, Direct TV and Dish Network) who, because they do not run cables through City streets, do not need a franchise. Such non-franchised systems and technologies often have some disadvantages for consumers (for example, direct broadcast satellite service requires the placement at the premises of an external satellite dish with an applicable line of site to a geo-synchronous earth-orbiting satellite, which placement is not always practicable for New York City households).

The City has long been interested in finding a cable TV service provider who would be willing to commit to offering competitive franchised cable TV service, in competition with existing franchisees, to all households in the City. In recent months, Verizon New York Inc. has indicated to DoITT that it is interested in offering competitive cable television service around the City, and in discussions regarding this concept, Verizon has indicated its preparedness to commit to offer such competitive service to all households in the City, within a specified time frame, subject only to certain limited exceptions for matters beyond its control and similar matters. In order to allow Verizon and DoITT to present, to the City's Franchise and Concession Review Committee and the New York State Public Service Commission, a proposal for a franchise that would reflect these concepts, as well as to allow others who may be interested, or from time to time become interested, in similarly committing to offer competitive cable television service to all households in the City, DoITT is issuing this Solicitation.

(c) Open-ended, Non-Competitive Solicitation. Because cable television services franchises are by law and contract non-exclusive, and because City streets can accommodate cabling by multiple potential providers, this Solicitation is being structured in a *non-competitive* and *open-ended* format. That is, DoITT is *not* seeking to choose a best single proposal from among a group of competing proposals submitted by a specified deadline. To the contrary, any entity who, at any time during the period this Solicitation is outstanding (see Section 3 hereinafter), is ready, willing and able to come forward to meet the conditions described in this Solicitation will be given the opportunity (regardless of whether previous franchises have been granted pursuant to this Solicitation) by DoITT to negotiate or complete a proposed form of franchise that will then be subject to review and approval, pursuant to the City Charter, by the City's Franchise and Concession Review Committee (and, if thus approved, by the New York State Public Service Commission). Based on discussions to date with Verizon, DoITT anticipates that Verizon will be responding to this Solicitation very shortly with a proposal consistent with the conditions described herein. However, one or more cable TV franchises consistent with the terms of this Solicitation may also be granted to one or more others as and when proposals consistent with this Solicitation are submitted by proposers as they wish from time to time (and subject to FCRC and PSC approval), whether before or after Verizon submits its anticipated response. In any event, the grant of one or more franchises pursuant to this Solicitation, to

Verizon and/or others, shall not preclude the City's simultaneous or subsequent grant of additional franchises pursuant to this Solicitation.

(d) Other Solicitations May Be Issued. This particular Solicitation is intended to solicit proposals from entities ready, willing and able to commit to offer cable television service to all households in the City within a specified time period (a proposal for such time period shall be included in any proposal submitted in response to this Solicitation, as further set forth in Section 5(a) hereof), subject only to certain limited exceptions for matters beyond its control and similar matters. DoITT recognizes that such a commitment is one that will require very substantial levels of investment, and thus very substantial financial wherewithal. The issuance of this Solicitation does not however preclude DoITT from issuing in the future one or more additional solicitations for proposals for cable television service franchises, which may include a different combination of terms and conditions which may thus be of more interest to entities that are not in a position to seek or obtain a franchise consistent with this particular Solicitation. For example, some entities in the City have been certified by the Federal Communications Commission as "open video system" providers, a method of providing multichannel video service which incorporates elements of both common carrier and cable television systems and which requires a provider to make available when sought up to two-thirds of its system's channel capacity to unaffiliated programmers. DoITT is currently considering the issuance of a further solicitation, in addition to this one, that would include appropriate terms and conditions for certified open video system providers to be recommended for

a franchise for provision of cable television service, consistent with federal and state law. DoITT may also consider yet other forms of cable television service franchise for solicitation as well. In addition, the existing franchises for provision of cable TV service in the City, all of which were renewed on revised terms for 10-year periods in 1998, are scheduled to expire later this calendar year. The franchisees under such existing franchises have, as has become standard practice, invoked the procedures set forth in federal law for review by the City of possible renewal of such existing franchises.¹ In accordance with City, state and federal law, the City may be issuing a further solicitation for provision of cable television services which solicitation would be applicable to the holders of the 1998 franchises and would if issued reflect terms and conditions appropriate for renewal franchises consistent with City, state and federal law.

SECTION 2. NON-EXCLUSIVITY; NATURE OF FRANCHISE.

Any franchise award or awards issued pursuant to this Solicitation will be non-exclusive. As noted above, DoITT also reserves the right to issue additional solicitations of the same or similar effect in the future. As provided under Section A. of the Authorizing Resolution, any franchise or franchises granted pursuant to this Solicitation shall be for the provision of cable television services in the City and may include reference to any one or more of the following activities: construction, installation, use, operation and/or maintenance of cable, wire, and/or optical fiber and associated equipment on, over and under the inalienable

¹ See 47 USC Section 546.

property of the City (including through pipes, conduits and similar improvements thereto) for said provision of cable television services in the City.

SECTION 3. SOLICITATION TIMETABLE AND SUBMISSION PROCEDURE

The release date of this Solicitation is set forth on the cover page of this Solicitation. Proposals² in response to this Solicitation may be submitted at any time during the period this Solicitation remains open. Each proposal received will be reviewed on its own merits in accordance with the evaluation criteria described in Section 6, and the fact that one or more other franchises have previously been granted pursuant to this Solicitation will not be a factor in such evaluation. Proposals are to be submitted in hard copy form (and as further detailed in Section 6(b) below) to the contact person identified on the cover page of this Solicitation at the address specified on the cover page. It is anticipated (as of the release date of this Solicitation) that this Solicitation will remain open at least until a date one hundred twenty days prior to the scheduled expiration of the Authorizing Resolution (the Authorizing Resolution is currently scheduled to expire on September 27, 2011), although DoITT reserves the right to amend or withdraw this Solicitation prior to such date if circumstances warrant and so long as such amendment or withdrawal would be consistent with state and federal law. Recipients of this Solicitation who have registered, electronically or in writing, their e-mail address or mailing address with DoITT pursuant to Section 8

² Uses of the terms “proposals”, “responses”, “submissions” and “applications” to describe submissions in response to this Solicitation are intended to be interchangeable, that is, no distinction in meaning is intended. Similarly, the terms “proposer”, “respondent” and “applicant” are intended to be interchangeable.

below will receive, at the registering entity's option, e-mail notice at such e-mail address or written notice by mail at such mailing address, of any such amendment or withdrawal.

SECTION 4. GENERAL INFORMATION.

(a) Costs Incurred by Proposers. DoITT shall not be liable for any costs incurred by proposers in the preparation of proposals or for any work performed in connection therewith.

(b) Oral Presentation; Interviews; Additional Information; No Pre-Proposal Conference. Addenda. DoITT may require proposers to give oral or visual presentations in support of their proposals, or to exhibit or otherwise demonstrate the information contained therein. DoITT reserves the right to require the submission of additional information from any proposer. DoITT does not anticipate holding any pre-proposal conference with respect to this Solicitation. Changes to the express terms of this Solicitation will be issued in the form of written Addenda to this Solicitation.

(c) VENDEX; Investigation Provisions; Local Law 34 of 2007; Affirmation.

(i) Proposers are instructed that any grant of a franchise pursuant to this Solicitation will be subject to completion and submission of questionnaires in connection with the City's Vendor Information Exchange System ("VENDEX"), review of the information contained therein by the City's Department of Investigation, and completion of such process in a manner satisfactory to DoITT. DoITT reserves the right, to the extent consistent with applicable law, to decline

to recommend any entity for a franchise if VENDEX produces information which DoITT determines, in its discretion, makes it inappropriate for the City to grant a franchise to such entity pursuant to this Solicitation. Entities that have previously and recently submitted Vendex forms to the City may, per applicable Vendex rules, be subject to more limited filing requirements than those who have not recently submitted Vendex forms.

(ii) Any franchise granted pursuant to this Solicitation will include provisions regarding cooperation with investigations as contemplated by Section 4(b) of Mayoral Executive Order 16 of 1978.

(iii) Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City is required to establish a computerized database containing the names of any "person" that has "business dealings with the city" as such terms are defined in such Local Law. In order for the City to obtain necessary information to establish the required database, proposers responding to this Solicitation should complete the Doing Business Data Form (see Attachment #1) and return it with this proposal in a separate, sealed inner envelope labeled "Doing Business Data Form." The submission of a Doing Business Data Form that is not accurate and complete may result in appropriate sanctions.

(iv) No franchise shall be granted pursuant to this Solicitation unless the entity entering into such a franchise has executed an affirmation substantially in the form attached hereto as Attachment #2.

(d) Approval Process. Proposers are instructed that DoITT's decision to recommend any proposer for a franchise pursuant to this Solicitation shall not constitute the award of a franchise, and that under New York State Law and the City Charter a cable television service franchise can only become effective after approval by the City's Franchise and Concession Review Committee (the "FCRC") and Mayor³ and certification by the New York State Public Service Commission, and may only be implemented after registration with the City Comptroller. DoITT offers no assurance that any proposal which it chooses to accept as the basis for a recommendation for a franchise will successfully complete any or all of the steps in such approval process.

(e) Proprietary Information. In the event a proposer believes that specific information it must submit to respond fully and completely to this Solicitation is proprietary information that is appropriate to be treated confidentially by DoITT, it may so advise DoITT in writing. DoITT will attempt to treat as confidential any proprietary information that is identified as such by the proposer, consistent with legal requirements. Any information contained in a proposal for which the proposer seeks such confidential treatment must be clearly designated by separately binding such material and labeling the separately bound volumes with the words "Proprietary Information". Proposers should be aware, in any event, that DoITT may be required, pursuant to the New York State Freedom of Information Law ("FOIL") (New York Public Officers Law Section 87 *et seq.*), to disclose a written proposal or portion thereof submitted in

³ If a Mayor is recused from involvement in cable television franchise matters (as is the case with Mayor Bloomberg) such Mayoral approval can be undertaken by an authorized Deputy Mayor.

connection with this Solicitation, even if labeled as proprietary in accordance with this paragraph. In the event that such disclosure of information labeled proprietary is requested by a third party, DoITT will provide notice to the proposer as far in advance as practicable of any deadline for responding to such request and shall consult with the proposer to evaluate the extent to which such information may be withheld from disclosure under the provisions of FOIL. In the event that DoITT determines that information may not be withheld, DoITT will attempt to provide the proposer with timely notice of its intent to disclose in order that the proposer may invoke any rights or remedies to prevent disclosure to which it believes it may be entitled under the law. The proposer expressly acknowledges and agrees that neither DoITT nor the City of New York will have any liability to the proposer in the event of disclosure of materials designated by the proposer as "Proprietary Information".

SECTION 5. CERTAIN FRANCHISE TERMS.

A proposer shall only be eligible to be recommended by DoITT for a franchise pursuant to this Solicitation if in its submission it demonstrates, to the satisfaction of DoITT, that it is ready and willing to, and has the managerial, financial, legal and technical ability to, comply with a franchise agreement consistent with the following subsections (a) through (e).⁴ Submissions shall also include the specific proposals described in subsection (a) below, the second sentence of

⁴ As noted in Section 1 above, DoITT reserves the right to issue, and indeed fully anticipates issuing, one or more additional solicitations for franchises for provision of cable television services which may have a different combination of minimum obligations than those described in this Section 5, and which may enable entities that might not be prepared to respond to this Solicitation to respond to such other solicitation or solicitations.

subsection (b) below, the second sentence of subsection (c) below and the second sentence of subsection (d) below. DoITT reserves the right (to the extent consistent with state and federal law) to require (as a condition to DoITT's recommendation that a franchise be awarded) terms more favorable to the interests of the City than the minimum terms listed in this Section 5, and/or terms more specific or detailed than those listed in this Section 5.

(a) Deployment and Service Availability. Franchises granted pursuant to this Solicitation will require that cable television service will be offered to all households in the City, within a specified time frame (a proposal for which shall be included in any proposal submitted in response to this Solicitation, including details as described in the next sentence), subject only to certain limited exceptions for matters beyond its control and similar matters, which specified time frame shall in no event exceed the full length of the term of the franchise (a proposal for which full term length is to be included in the proposal package pursuant to subsection (d) below). Proposals in response to this Solicitation shall include a proposed year by year schedule showing the percentage of households passed that the proposer proposes to achieve in each borough of the City up to and including the year by which it proposes to achieve 100% of households passed⁵ Citywide (in any event such schedule to be subject

⁵ The concept of "households passed" (or "homes passed") is a term of art in the cable television industry referring to the dwellings in front of which a cable television provider has installed its distribution facilities (generally in the form of cables and related facilities installed in the public streets). Thus, for example, 50% of households passed Citywide would generally mean, with respect to a particular cable television provider, that such provider's distribution facilities have been installed in the streets in front of buildings occupied by 50% of all households in the City.

to extension for circumstances beyond the franchisee's control, as further described in an ultimately agreed upon franchise agreement).

(b) Franchise Compensation. Any franchise granted pursuant to this Solicitation will require payment to the City of 5% of the franchisee's gross revenues (as that term will be defined in the franchise agreement) generated from its provision of cable television services, in addition to and not in lieu of other obligations to the City to be specified in an ultimately agreed upon franchise agreement. Any proposal submitted in response to this Solicitation shall include a proposal for franchise compensation to the City that is at least consistent with the preceding sentence.

(c) Carriage of Public, Educational and Governmental Programming. Any franchise granted pursuant to this Solicitation will require the franchisee to carry in each borough of the City, beginning no later than six months after such franchise becomes effective, the public, educational and governmental ("PEG") programming currently being cablecast (as of the issuance of this Solicitation) on existing franchised cable television systems in such borough. In addition, any proposal submitted in response to this Solicitation shall include a proposal for additional capacity for PEG programming that would allow for expansion of PEG programming beyond that currently (as of the issuance of this Solicitation) being cablecast.

(d) Length of Franchise Term. No franchise granted pursuant to this Solicitation shall be granted for a term that exceeds fifteen years in length. Any

proposal submitted in response to this Solicitation shall include a proposal for a franchise term length, not to exceed fifteen years.

(e) Consumer Protection Provisions. Any franchise granted pursuant to this Solicitation shall include a set of consumer protection provisions regarding the franchisee's interactions with its subscribers.

(f) Conformity with the Authorizing Resolution. Any franchise granted pursuant to this Solicitation shall comply with the requirements of Section H. of the Authorizing Resolution.

SECTION 6. PROPOSAL EVALUATION PROCEDURES.

(a) Evaluation Committee. Proposals will be reviewed by an Evaluation Committee consisting of not fewer than three (3) people with knowledge, expertise and experience sufficient to make a fair and reasonable evaluation of the proposals. Written evaluation forms (which may be in the form of rating sheets or other form of evaluation) shall be used to evaluate proposals and shall be signed and dated by all members of the Evaluation Committee. Initial evaluations may be amended, and the amended evaluations shall be recorded on amended evaluation forms. Copies of all initial and amended evaluation forms shall be maintained as part of DoITT's files. In evaluating each proposal as it is submitted, the Evaluation Committee may (i) find that such proposal provides a sufficient basis for DoITT to recommend to the FCRC that a franchise be granted based on such proposal, or (ii) find that such proposal provides a sufficient basis for DoITT to conduct additional discussions with the proposer

toward a complete proposed franchise agreement document that could provide a sufficient basis for DoITT to recommend to the FCRC that a franchise be granted based on such document, or (iii) find that such proposal neither provides a sufficient basis to recommend to the FCRC a franchise be granted nor a sufficient basis to believe that further discussions toward a recommendable franchise would be fruitful. In no event shall any Evaluation Committee determination be construed as having the effect of granting any entity a franchise, as grants of franchises pursuant to this Solicitation are subject to the approval process described in Section 4(d) above, and Evaluation Committee evaluations are thus limited in scope to determinations regarding DoITT's potential recommendations to the FCRC.

(b) Proposal Package. At a minimum, a proposal package submitted in response to this Solicitation shall be comprised of the following:

(1) The material required to be included in an application for a cable television franchise described in Sections 894.5 (a) through (h) of Title 16 of the New York State Codes, Rules and Regulations (NYCRR), including, without limitation, the material thus required that is relevant to an evaluation of the managerial, legal, technical and financial ability of the proposer as described in clause 2 of Section 6(c) of this Solicitation.

(2) To the extent not already included in the material submitted pursuant to the preceding subsection (1), material articulating proposals as described in subsection (a) of Section 5 above, the second sentence of subsection (b) of Section 5 above, the second sentence of subsection

(c) of Section 5 above and the second sentence of subsection (d) of Section 5 above.

(3) A statement acknowledging that the proposer is ready and willing to comply with a franchise agreement that will include provisions consistent with the terms described in Section 5 hereof, including, without limitation, the proposer's own proposals in response to the preceding subsection (b)(2).

(4) A form, which when completed and submitted with the proposal package, serves to confirm the release date of the Solicitation to which the proposer is responding and as the proposer's acknowledgement of the receipt of any addenda to this Solicitation which may have been issued prior to the submission of the proposal. (See Attachment #3 attached hereto).

Each proposer may also include any additional material in a submission package that it believes would be helpful to the evaluation of its proposal, including, without limitation any additional material the proposer believes would be useful in an evaluation of the managerial, legal, technical and financial experience and capabilities of the proposer as described in clause (2) of Section 6(c) below.

(c) Proposal Evaluation Criteria. The criteria to be used by the Evaluation Committee in evaluating each proposal shall be (1) the adequacy of the proposed compensation to be paid to the City; (2) the financial, legal, technical and managerial experience and capabilities of the proposer, including the ability of the proposer to maintain the property of the City in good condition

throughout the term of the franchise, and including the ability of the proposer to abide by the terms of a franchise agreement consistent with proposer's proposal and this Solicitation; and (3) the degree to which the public interest will be served by the service the proposer is proposing to provide.

(d) Proposal Submission Requirements. Proposers are required to submit one (1) signed original and five (5) copies of each proposal package to the contact person listed on the cover page of this Solicitation. There is no page limit for proposals, although conciseness is encouraged. The proposal package shall constitute the "application" for purposes of Title 16 NYCRR Section 894.5(i), unless New York State Public Service Commission practice is otherwise, and proposers are responsible for compliance with the notice provisions of said Section 894.5(i) in addition to the submission requirements described in the preceding sentence.

(e) Communications Limited During Evaluation Period. During the period from a proposer's submission of a proposal in response to this Solicitation until such proposer is notified by DoITT that the evaluation of such proposal by the Evaluation Committee has been completed, such proposer shall not initiate any communication with any employee in any City agency (or in the Economic Development Corporation) regarding this Solicitation or its proposal except in a writing directed to the Agency Contact listed on the cover page of this Solicitation.

SECTION 7. FACILITIES.

No franchise granted pursuant to this Solicitation will authorize installation of facilities on City property unless:

(1) such facilities have no land use impacts or implications because they are to be placed underground, and/or take the form of cables running parallel to existing cables on existing utility poles, or

(2) a new solicitation is first issued, reflecting such contemplated installation, which new solicitation shall be compliant with (without limitation) clause (2) of Section 363.e. of the Charter, and a new or amended franchise reflecting such contemplated installation is granted (after all legally required approvals) pursuant to such solicitation, or

(3) such facilities are ancillary to facilities installed consistent with the preceding subsections (1) and/or (2) and have no land use impacts or implications as determined by the Department of City Planning.

SECTION 8. RECEIPT OF AMENDMENTS.

DoITT will deliver, by e-mail or hard copy, any amendments to and any withdrawal of this Solicitation, to those who either register for receipt of such at the web address specified in Attachment #4 attached to this Solicitation or submit the written registration form set forth at said Attachment #4. Anyone who has obtained a copy of this Solicitation but has not thus registered by e-mail or written submission runs the risk of not receiving notice of such amendments or withdrawal.

APPENDIX A: CITY COUNCIL AUTHORIZING RESOLUTION

THE COUNCIL OF THE CITY OF NEW YORK

RESOLUTION NO. 538

L.U. No. 197A

CITYWIDE

20075011 GFY

Resolution authorizing franchises for cable television services.

By Council Members Katz and Avella (at the request of the Mayor).

WHEREAS, by Executive Order 25, dated August 23, 1995, the Mayor has designated the Department of Information Technology and Telecommunications as the responsible agency for the granting of telecommunications franchises; and

WHEREAS, the Commissioner of the Department of Information Technology and Telecommunications has made an initial determination, pursuant to Section 363 of the Charter (the "Charter") of the City of New York (the "City"), of the need for franchises for cable television services (as that term is defined hereinafter); and

WHEREAS, the Mayor has submitted to the Council a proposed authorizing resolution for such franchises pursuant to Section 363 of the Charter; and

WHEREAS, use of the inalienable property of the City (as defined hereinafter) helps to facilitate the availability of cable television service;

The Council hereby resolves that:

A. The Council authorizes the Department of Information Technology and Telecommunications to grant non-exclusive franchises for the construction, installation, use, operation and/or maintenance of cable, wire and/or optical fiber and associated equipment on, over and under the inalienable property of the City (including through pipes, conduits and similar improvements thereto) for provision of cable television services in the City.

B. The public services to be provided under such franchises shall be cable television services, as defined hereinafter.

C. For purposes of this resolution, "inalienable property of the City" shall mean the property designated as inalienable in Section 383 of the Charter. References herein to facilities "in the inalienable property" shall mean facilities located in, on, over or under the surface of such inalienable property of the City.

D. For purposes of this resolution, "cable television services" shall mean "cable service" as defined in the Cable Communications Policy Act of 1984, as amended (47 U.S.C. Sections 521 et seq.).

E. All franchises granted pursuant to this resolution shall require, as provided in Charter Sections 363 and 372, the approval of the Franchise and Concession Review Committee and the separate and additional approval of the Mayor.

F. The authorization to grant franchises pursuant to this resolution shall expire on the fifth anniversary of the date on which this resolution is adopted by the Council.

G. Prior to the grant of any such franchise, and to the extent consistent with New York State and federal law, a request for proposals or other solicitation ("solicitation") shall be issued by the Department of Information Technology and Telecommunications. Prior to issuing any such solicitation, all legally required environmental and land use review shall be conducted in accordance with City Environmental Quality Review ("CEQR") and Section 197-c of the Charter. The criteria to be used by the Department of Information Technology and Telecommunications to

evaluate responses to such solicitation shall include, but not be limited to, the following, if and to the extent permitted by law:

- (1) the adequacy of the proposed compensation to be paid to the City;
- (2) the financial, legal, technical and managerial experience and capabilities of the applicant(s), including (without limitation, except as limited by law) the ability of the applicant(s) to maintain the property of the City in good condition throughout the term of the franchise; and
- (3) the degree to which the public interest will be served by the service proposed to be provided.

H. Any franchise granted pursuant to this authorizing resolution shall be by written agreement which shall include, but not be limited to, terms and conditions consistent with the following to the extent permitted by law (and shall not include any provision which is prohibited by law from inclusion in such franchise agreement):

- (1) no franchise granted pursuant hereto shall have a term that exceeds fifteen (15) years, including options to renew if any;
- (2) the compensation for the franchise to be paid to the City shall be adequate and may include monetary compensation, the provision of facilities and/or services to the City, or both;
- (3) the franchise may be terminated or cancelled in the event of the franchisee's failure to comply with the material terms and conditions of the agreement;
- (4) the franchisee shall be required to provide security to ensure the performance of the franchisee's obligations under the agreement;
- (5) there shall be remedies to protect the City's interest in the event of the franchisee's failure to comply with the terms and conditions of the franchise agreement;
- (6) there shall be adequate insurance and indemnification requirements to protect the interests of the public and the City;
- (7) all franchisees shall be required to maintain complete and accurate books of account and records sufficient to assure franchisee's compliance with the franchise agreement, which books of account and records shall be made available on demand to the City for inspection;
- (8) there shall be provisions to ensure quality workmanship and construction methods with respect to those facilities constructed, installed, used, operated and/or maintained pursuant to the franchise and located in the inalienable property;
- (9) there shall be provisions containing the agreements required pursuant to paragraph 6 of subdivision (h) of Section 363 of the Charter relating to collective bargaining and other matters;
- (10) there shall be provisions requiring the franchisee to comply with applicable City laws and regulations related to, but not limited to, employment and investigations;
- (11) there shall be provisions to ensure adequate oversight by the City of franchisee's performance of its franchise obligations;
- (12) there shall be provisions requiring the consent of the City prior to an assignment or other transfer of, or change in control of, the franchise;
- (13) there shall be provisions regarding City rights to inspect facilities constructed, installed, used, operated and/or maintained pursuant to the franchise and located in the inalienable property, and regarding City rights to direct relocation of such facilities;
- (14) all franchisees shall have been subject, prior to commencement of the franchise term, to review under the City's Vendor Information Exchange System ("VENDEX") or any successor system;
- (15) all franchises shall include provisions incorporating the MacBride Principles;

(16) there shall be provisions preserving the right of the City to perform public works or public improvements in and around those areas subject to the franchise;

(17) there shall be provisions requiring the franchisee to protect the property of the City from damage, and the delivery of public services from interruption, resulting from the construction, installation, use, operation, maintenance and/or removal of franchisee's facilities in the inalienable property;

(18) there shall be provisions designed to minimize the extent to which the public use of the streets of the City are disrupted in connection with the construction, installation, use, operation, maintenance and/or removal of franchisee's facilities in the inalienable property; [and]

(19) no franchise granted hereunder shall contain economic or regulatory burdens on the franchisee which when taken as a whole are greater or lesser than those burdens placed upon another cable television franchisee operating in the same area[.];

(20) all franchises shall be subject to comparable obligations and requirements provided that where the imposition of such obligations and requirements would be duplicative, then alternative but comparable obligations or requirements shall be imposed; and

(21) there shall be provisions requiring capacity and support for public, educational and governmental access.

I. The Department of Information Technology and Telecommunications shall file with the Council the following documents:

(1) within fifteen (15) days of issuance, a copy of each solicitation issued pursuant to this resolution;

(2) within fifteen (15) days of approval by the Mayor, a copy of the agreement for each franchise granted pursuant to this resolution; and

(3) on or before July 1 of each year, a report detailing the revenues received by the City from each franchise granted pursuant to this resolution during the preceding calendar year.

J. If any clause, sentence, paragraph, section or part of this resolution shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this resolution or the application thereof but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

Adopted.

Office of the City Clerk, }
The City of New York, } ss.:

I hereby certify that the foregoing is a true copy of a Resolution passed by The Council of The City of New York on September 27, 2006, on file in this office.

.....
City Clerk, Clerk of The Council

ATTACHMENT #1: DOING BUSINESS DATA FORM

[The Doing Business Data Form and Questions and Answers about the Doing Business Data Form are available as separate PDF files]

ATTACHMENT #2: FORM OF AFFIRMATION

AFFIRMATION

_____ *

The undersigned proposer or bidder affirms and declares that said proposer or bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon 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 proposer or bidder to receive public contracts except

Full name of Proposer or Bidder -----

Address-----

City -----State----- Zip Code-----

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

☐ A - Individual or Sole Proprietorship*

SOCIAL SECURITY NUMBER - ' - - - - -

☐ B - Partnership, Joint Venture or Other Unincorporated organization

Employer Identification Number- - - - -

☐ C - Corporation

Employer Identification Number - ' - - - - -

BY:

Signature -----

Title -----

If a corporation place seal here

Must be signed by an officer or duly authorized representative. Please Affix notary on next page.

*Under the Federal Privacy Act the furnishing of Social Security Numbers by bidders on City contracts is voluntary. Failure to provide a Social Security Number will not result in a bidder's disqualification. Social Security Numbers will be used to identify bidders, proposers or vendors to ensure their compliance with laws, to assist the City in enforcement of laws as well as to provide the City a means of identifying of businesses which seek City contracts.

ATTACHMENT #3: ACKNOWLEDGMENT OF
RELEASE DATE AND ADDENDUM

ACKNOWLEDGMENT OF
RELEASE DATE AND ADDENDUM

PROPOSER'S NAME: _____

SOLICITATION RELEASE DATE: _____

NUMBER OF ADDENDA RECEIVED: _____

ISSUE DATE(S) OF ADDENDA: _____

ATTACHMENT #4: REGISTRATION FORM FOR RECEIPT OF SOLICITATION
AMENDMENTS AND WITHDRAWALS

This Solicitation document can be accessed electronically by logging on to the following web address:

<http://www.nyc.gov/html/doitt/html/miscs/cabletv.shtml>

Those who complete the log-in procedure at this web site will be treated as registered for the purposes of receiving amendments and withdrawals of this Solicitation by e-mail, which will be sent to the e-mail address provided as part of the log-in process. If you wish to receive this Solicitation and/or any addenda and withdrawals of this Solicitation by hard copy through the mail, you must register for such receipt by providing, by mail or e-mail, the following information to the Agency Contact listed on the cover page of this Solicitation:

Contact Person's Name: _____

Contact Person's Title: _____

Company Name: _____

Company Address (street, city, state, zip code):

Telephone Number: _____

Please State Below The Information Requested By Hard Copy (Solicitation,
Amendments/Withdrawals, or Both):

DEPARTMENT OF INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS

AMENDMENT NO. 1

TO

THE FRANCHISE AGREEMENT

BETWEEN THE CITY OF NEW YORK AND VERIZON NEW YORK INC.

Contract No.

This Amendment No. 1, effective as of the Amendment Date, as defined herein, modifies the above referenced Cable Franchise Agreement (the “Agreement”) by and between Verizon New York Inc. (“Verizon”), and the City of New York (the “City”), acting through its Department of Information Technology and Telecommunications (“DoITT”).

PURPOSE OF AMENDMENT AND AUTHORITY

The Purpose of this Amendment No. 1 is to modify the Agreement to include additional rights, responsibilities, and remedies available to the parties as agreed to pursuant to the Settlement Agreement between the parties dated as of November 19, 2020.

This Amendment No. 1 is entered into pursuant to Section 18.10 of the Agreement and has satisfied all administrative prerequisites to its effectuation. The Franchise and Concession Review Committee (“FCRC”) held a public hearing on this Amendment No. 1, which was a full public proceeding affording due process in compliance with the requirements of Chapter 14 of the Charter. The FCRC, at its duly constituted meeting held on January 13, 2021, voted on and approved the modifications to the Agreement set forth in this Amendment No. 1.

Now therefore, the parties agree as follows:

I. AMENDMENTS TO DEFINITIONS

1. Subsection 1.49 is amended by adding the following after the second sentence:

With respect to any given residence, the term "Video Network Create" means to reach Video Network Created status at such residence, and the term "Video Network Creation" means the act of Video Network Creating such residence.

2. New Subsection 1.53 is added as follows:

Amendment: The proposed amendments to the Agreement attached as Exhibit A to that certain settlement agreement by and between the City and Franchisee dated November 19, 2020 ("Settlement Agreement") in connection with the action entitled *The City of New York v. Verizon New York Inc. and Verizon Communications Inc.*, New York Supreme Court, New York County, Index No. 450660/2017.

3. New Subsection 1.54 is added as follows:

Designated Community District: Each of the community districts (as that term is used in Chapter 69 of the New York City Charter) set forth in Exhibit W.

4. New Subsection 1.55 is added as follows:

Amendment Date: The date on which the New York Public Service Commission grants approval of the Amendment. The Franchisee shall memorialize the Amendment Date by notifying the City in writing of the same, which notification shall become a part of this Franchise.

II. AMENDMENTS TO TERM

5. Subsection 3.1 is deleted in its entirety and replaced with the following:

The term ("Term") of this Agreement and the Franchise granted herein shall be fifteen (15) years from the Effective Date, unless the Franchise is earlier revoked as provided herein; the period from July 17, 2020 to July 16, 2023 shall be referred herein as the "Extended Term."

III. AMENDMENTS TO DEPLOYMENT, PROVISION OF CABLE SERVICE

6. New Subsection 5.3.2 is added as follows:

Video Network Creation of Properties Beginning January 1, 2020: During the period beginning January 1, 2020 and ending on the last day of the Term (the "Settlement Term"), Standard Installation status shall be

reached at a minimum of 500,000 residential dwelling units that were not eligible for Standard Installations as of December 31, 2019. This additional Cable Service availability deployment shall be conducted in accordance with the following schedule: from January 1, 2020 to June 30, 2021, at least 225,000 residential dwelling units; from July 1, 2021 to June 30, 2022, at least 150,000 residential dwelling units; from July 1, 2022 to December 31, 2022, at least 75,000 residential dwelling units; and from January 1, 2023 to July 16, 2023, at least 50,000 residential dwelling units (each such period a "Build Period"). To the extent Franchisee exceeds any of the foregoing deployment requirements in any one or more Build Periods, such overage can be applied to a subsequent Build Period or periods, and may be so allocated in Franchisee's sole discretion, upon written notice to the City. Video Network Creation of properties in excess of the 500,000 residential dwelling units required, as set forth in this Subsection, shall be in Verizon's sole discretion.

7. New Subsection 5.3.2.1 is added as follows:

Exceptions: Both of the Video Network Creation schedule set forth in Subsection 5.3.2 and the Equity Consideration schedule set forth in Subsection 5.3.4 are subject to extensions for periods of Force Majeure.

8. New Subsection 5.3.2.2 is added as follows:

COVID-19:

Verizon and the City agree that both parties will reserve all rights, including any defenses, as it relates to the impact of COVID-19 regarding Verizon's build obligations during the Settlement Term consistent with the COVID-19 clauses set forth in the Settlement Agreement, which are hereby acknowledged; the parties further agree that the signing of this Amendment and/or the Settlement Agreement does not prejudice Verizon's right to assert that COVID-19, and any impact it has had or may in the future have on the parties' obligations under the Amendment, constitutes a Force Majeure event, or the City's right to contest or deny any such assertion.

In the event Verizon asserts, following the end of each Build Period, that a Force Majeure event causing delay in its build requirements resulted from COVID-19, Verizon shall provide the City with supporting documentation evidencing that the delay is due to COVID-19 and its need for an extension of time to build for the Build Period ("Build Period Extension").

If the parties reach agreement on the terms of a Build Period Extension for any given build year, any such additional time shall be appended to the end of the Extended Term or to any prior years' Build Period Extension period(s), if any. Verizon will therefore be afforded the additional time at the end of the Extended Term to meet the outstanding build obligations agreed to as part of any given Build Period Extension. The City will not bring suit for breach of contract against Verizon for those build obligations covered by the Build Period Extension until after each such Build Period Extension period expires and then, only if Verizon fails to satisfy the build obligation it was required to meet under the terms of the specific Build Period Extension that has expired.

If the parties cannot reach agreement on the terms of a Build Period Extension for any given Build Period, the City reserves its right to seek relief for breach of the Amendment as permitted under the terms of the Amendment, including in observation of the Cure Period set forth in Subsection 5.3.5.1.

9. New Subsection 5.3.2.3 is added as follows:

Quarterly Verification Process: On or before December 2, 2020, Franchisee shall report to DoITT the number of residential dwelling units Video Network Created pursuant to Subsection 5.3.2 and 5.3.4 during each of the first three quarters of calendar year 2020. Beginning in January 2021, between the 1st and 15th business days of that month and every third month thereafter, Franchisee shall report to DoITT the number of residential dwelling units Video Network Created pursuant to Subsection 5.3.2 and 5.3.4 and other relevant information during the immediately foregoing three-month period. Reports submitted by Franchisee pursuant to this subsection shall be in .xls, .xlsx, or .csv format and take a form consistent with Exhibit X and shall be subject to Section 11 of the Franchise Amendment provided, however, that DoITT may make any such report publicly available 75 days after it is submitted by Franchisee.

10. New Section 5.3.3 is added as follows:

Franchisee shall maintain adequate staffing as necessary to timely satisfy the requirements of Section 5.3.2.

11. New Subsection 5.3.4 is added as follows:

Equity Consideration:

(i) In conjunction with network deployment efficiencies that can be gained by Video Network Creating multiple buildings in the same vicinity and as

part of the Video Network Creation of 500,000 residential dwelling units referenced in Subsection 5.3.2, the total residential dwelling units that are Video Network Created in the Designated Community Districts (including without limitation New York City Housing Authority properties located within those Designated Community Districts) shall be at least 125,000, and the number of residential dwelling units Video Network Created in each Designated Community District shall meet the minimums set forth in Exhibit W with a total overall of 125,000 in the Designated Community Districts combined, subject to waivers by the Commissioner upon a demonstration, to DoITT's reasonable satisfaction, that it is impracticable to achieve such Video Network Creation numbers but in no event will such waiver be deemed an exception or a reduction of the overall number of homes that must be Video Network Created pursuant to Section 5.3.2.

(ii) In connection with the Video Network Creation of 500,000 residential units referenced in Subsection 5.3.2, Franchisee shall be required to Video Network Create the New York City Housing Authority properties identified on Exhibit Y by June 30, 2021, except in cases where a Section 5.5 exception applies. In accordance with the terms of Section 5.5.2 (Right-of-Way Assistance), Franchisee and the City shall seek to address any Section 5.5 exceptions to facilitate the Video Network Creation of the NYCHA properties.

(iii) In connection with the Video Network Creation of 500,000 residential units referenced in Subsection 5.3.2, Franchisee shall be required to Video Network Create the New York City Housing Authority properties identified on Exhibit Z by March 31, 2023, subject to a Certificate of Design Acceptance between NYCHA and Franchisee executed on or before March 15, 2022, except in cases where a Section 5.5 exception applies. In accordance with the terms of Section 5.5.2 (Right-of-Way Assistance), Franchisee and the City shall seek to address any Section 5.5 exceptions to facilitate the Video Network Creation of the NYCHA properties.

12. New Subsection 5.3.5 is added as follows:

Liquidated Damages: For any failure on the part of Franchisee to reach Standard Installation status at 500,000 additional residential dwelling units by July 16, 2023 (or later due date for the final completion of performance pursuant to any extensions for Force Majeure and any Cure Period in accordance with Section 5.3.5.1) ("Final Performance Date") in accordance with Section 5.3.2, Franchisee shall be liable for liquidated damages not to exceed an aggregate amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000). The amount of liquidated damages shall be \$75

multiplied by the difference between (i) 500,000 and (ii) the number of residential dwelling units that were Video Network Created between January 1, 2020 and July 16, 2023. Verizon shall pay such liquidated damages, if any, no later than December 15, 2023. The liquidated damages provided in this Subsection 5.3.5 shall be the sole and exclusive remedy for all claims arising from or relating to Franchisee's deployment and Service Availability obligations pursuant to Section 5.3.2 with respect to the first 20,000 residential dwelling units missed in connection with such failure as of the Final Performance Date.

13. New Subsection 5.3.5.1 is added as follows:

In the event that, as of the end of Build Period and as of July 16, 2023, Franchisee has failed to reach Standard Installation status at the additional residential dwelling units set forth in Section 5.3.2 for the applicable time period, then Franchisee shall be afforded a period of up to four (4) months to cure each such shortfall (the "Cure Period"). In the event that the City can demonstrate that after such Cure Period, Franchisee has, pursuant to Section 5.3.2., failed to reach Standard Installation status with respect to the residential dwelling units required for the applicable time period (such shortfall the "Noncompliant Units"), then the City shall have the right to seek specific performance with respect to such Noncompliant Units. With respect to such Noncompliant Units, if any, as of the Final Performance Date, the City's right to seek specific performance shall be subject to Subsection 5.3.5.

14. The last sentence of Subsection 5.4.2.1 is deleted in its entirety and replaced with the following:

Such notice shall be provided in oral, written, electronic or other format acceptable to the Commissioner; provided, however, that in no event shall Franchisee fulfill such Non-Standard Installation request subsequent to the later of: (i) the last day of the Term of this Agreement; or (ii) a further later date agreed to with the Subscriber.

15. Section 5.5 is deleted in its entirety and replaced with the following:

Exceptions: Franchisee's Cable Service availability obligation as set forth in Section 5.4 and Subsections 5.3.4 (ii) and (iii) shall be subject to the following exceptions:

(A) where the FTTP Network has not been deployed or a VSO is not yet opened for sales;

(B) for periods of Force Majeure;

(C) periods of delay caused by Franchisee's inability, after good faith efforts, to obtain valid legal authority to access any property in the Franchise Area for the purpose of providing Cable Service to residential dwelling units on or within such property on other than commercially unreasonable terms and conditions with respect to each such property;

(D) where Franchisee provides proof from the subject property owner, managing agent or coop/condo board that Franchisee service is not wanted (including without limitation written denials or evidence of persistent non-responsiveness by the property owner, managing agent, or coop/condo board, evidence of unreasonable conditional access or evidence of protracted negotiations involving unreasonable delays by the subject property owner, managing agent or coop/condo board);

(E) where the subject property cannot be reached due to insurmountable infrastructure issues, meaning that architectural and/or structural elements and/or conditions within the subject property or physical elements of the area surrounding the subject property unreasonably limit Franchisee's ability to Video Network Create the subject property;

(F) with respect to a building that Franchisee intends to reach by crossing over an adjacent building, where the adjacent landlord refuses to grant crossover access after Franchisee's reasonable efforts to obtain such access; and

(G) Non-Standard Installation requests that are less than six (6) months old at the time that the Cable Service availability commitment set forth in Subsection 5.3.2 is satisfied, (subject to extension for Force Majeure).

A request for a Non-Standard Installation ("NSI") shall not qualify for any of the exceptions set forth in items (D), (E), or (F) unless Franchisee demonstrates to the satisfaction of the City, not to be unreasonably withheld, that Franchisee utilized reasonable efforts in attempting to satisfy the NSI in accordance with Franchisee's network design or that the building where the NSI request originated was not network created because of the existence of the circumstances giving rise to the applicable exception.

For purposes of this Section 5.5, the phrase “reasonable efforts” means that Franchisee completed three (3) documented attempts to obtain valid legal authority to access the subject property or adjacent building. Franchisee shall have sole discretion in determining the type of communication used for each attempt (e.g., traditional mail, electronic mail, physical visit or phone call), provided that Franchisee shall use no fewer than two (2) different types of communication.

16. Section 5.5.2 and all subsections thereto is deleted in its entirety and replaced with the following:

Right-of-Way Assistance: Upon the written request by Franchisee, DoITT shall provide reasonable assistance to Franchisee in its efforts to obtain access to public and private Rights-of-Way to the extent reasonably necessary for Franchisee to satisfy the requirements of Section 5.3.2 hereof. Reasonable assistance means expediting mutually beneficial infrastructure issues (including placing expedite requests to other New York City agencies and/or performing good faith reviews of alternative infrastructure proposals), sending letters to landlords concerning property access upon receipt of documentation from Franchisee that access is not otherwise being provided, the substance of such requests and letters to be mutually agreed upon by Franchisee and DoITT, and providing public support for property access to the extent consistent with the public interest.

17. New Subsection 5.8 is added as follows:

Franchise Fund: Within 30 days of the Amendment Date, the Franchisee shall pay to the City a one-time grant in the total amount of Four Million Dollars (\$4,000,000) in support of the City’s Franchise related activities during the Extended Term of the Franchise.

IV. AMENDMENTS TO REPORTS AND RECORDS

18. Subsection 11.2.1 is deleted in its entirety.

V. AMENDMENTS TO DEFAULTS AND REMEDIES

19. The first sentence of Subsection 15.9.2 is deleted in its entirety and replaced with the following.

No later than 30 days following the Amendment Date, Franchisee shall restore the amount of the Performance Bond to Twenty Five Million Dollars (\$25,000,000) for the duration of the Term of this Agreement. Until the amount of the Performance Bond is so restored, the Performance Bond shall be maintained in the amount of Fifteen Million Dollars (\$15,000,000). As of the date that is 90 days after the Final Performance Date, Franchisee will no longer be required to maintain the Performance Bond.

20. Subsection 15.9.2.1 is deleted in its entirety.

[Intentionally left blank. Signature page follows]

IN WITNESS WHEREOF, the party of the first part, by its Department of Information Technology and Telecommunications and its Deputy Mayor, duly authorized by the Charter of the City of New York, has caused the corporate name of the City to be hereunto signed and the corporate seal of said City to be hereunto affixed and the party of the second part, by its officers thereunto duly authorized, has caused its name to be hereunto signed and its seal to be hereunto affixed as of the date and year first above written.

**CITY OF NEW YORK DEPARTMENT OF
INFORMATION TECHNOLOGY AND
TELECOMMUNICATIONS**

15 MetroTech Center
Brooklyn, New York 11201

By: _____
Name:
Title: Commissioner
Date:

CITY OF NEW YORK

By: _____
Name:
Title: Deputy Mayor
Date:

CITY CLERK

By: _____
Name:
Title: City Clerk
Date:

Verizon New York, Inc.

140 West Street New York, New York 10007

By: _____
Name:
Title:
Date:

Attest: _____
Name:

**Approved as to form:
Certified as to legal authority:**

By: _____
Name:
Title: Acting Corporation Counsel
Date:

**Exhibit W to Franchise Amendments:
Designated Community Districts**

Community District	Minimum Additional Units To Be Video Network Created
Bronx 2 - Hunts Point and Longwood	3,786
Bronx 5 - Fordham, Morris Heights, Mount Hope, and University Heights	14,252
Brooklyn 16 - Brownsville and Ocean Hill	7,009
Bronx 7 - Bedford Park, Fordham, Jerome Park, Kingsbridge Heights, Norwood, and University Heights	9,622
Manhattan 9 - Hamilton Heights, Manhattanville, and Morningside Heights	16,268
Brooklyn 12 - Borough Park, Kensington, Ocean Parkway, and Midwood	9,701
Manhattan 3 - Alphabet City, the East Village, the Lower East Side, Two Bridges, and a large portion of Chinatown	11,907
Brooklyn 9 - Crown Heights, Prospect Lefferts Gardens, and Wingate	12,982
Manhattan 12 - Inwood and Washington Heights	20,104
Brooklyn 4 – Bushwick	6,869

Exhibit X to Franchise Amendments:
Sample Quarterly Report

			# of Total RES UNITS	# Of RES UNITS		Network Create	Network Create	Network Create				
Boro	City BBL	Verizon NTASAddress	in BLDG.	Network Created	MDU_PROPERTY_ID	Year	Month	MonthNum	Community District	Equity	Community District	NYCHA
Brooklyn	3006310049	233 18	2	2	14280169	20	JUL	7	305	x		
Brooklyn	3006310049	233 18	1	1	14280169	20	MAY	5	307			
Brooklyn	3001490001	1 CITY POINT	7	7	9308570	20	SEP	9	302			
Queens	4012820151	37-46 72	1	1	13204188	20	APR	4	403			x
Queens	4013190021	50-11 QUEENS BLVD	21	21	9372014	20	SEP	9	402			

SAMPLE DATA ONLY

Boro	Property Name	Address	Residential Units
Bronx	NYCHA - SEDGWICK HOUSES - BLDG #1	140 W 174	112
Bronx	NYCHA - SEDGWICK HOUSES - BLDG #2	150 W 174	112
Bronx	NYCHA - SEDGWICK HOUSES - BLDG #3	160 W 174	116
Bronx	NYCHA - SEDGWICK HOUSES - BLDG #4	1551 UNIVERSITY AV	112
Bronx	NYCHA - SEDGWICK HOUSES - BLDG #5	156 W 174	112
Bronx	NYCHA - SEDGWICK HOUSES - BLDG #6	1535 UNIVERSITY AV	108
Bronx	NYCHA - SEDGWICK HOUSES - BLDG #7	164 W 174	112
Bronx	NYCHA - BAILEY AVENUE-WEST 193RD STREET	2661 HEATH AV	234
Bronx	NYCHA - CASTLE HILL HOUSES	635 CASTLE HILL AV	152
Bronx	NYCHA - CASTLE HILL HOUSES	2125 RANDALL AV	143
Bronx	NYCHA - CASTLE HILL HOUSES	2140 SEWARD AV	143
Bronx	NYCHA - CASTLE HILL HOUSES	2160 SEWARD AV	145
Bronx	NYCHA - FORT INDEPENDENCE STREET-HEATH AVENUE	3320 BAILEY AV	339
Bronx	NYCHA - WEST TREMONT AVENUE-SEDGWICK AVENUE AREA	228 W TREMONT AV	148
Brooklyn	NYCHA - BROWN	333 THOMAS S BOYLAND	102
Brooklyn	NYCHA - BROWN	1634 ST MARKS AV	98
Brooklyn	NYCHA - CROWN HEIGHTS	1367 ST MARKS AV	15
Brooklyn	NYCHA - CROWN HEIGHTS	1371 ST MARKS AV	16
Brooklyn	NYCHA - CROWN HEIGHTS	1629 PARK PL	16
Brooklyn	NYCHA - CROWN HEIGHTS	1634 STERLING PL	28
Brooklyn	NYCHA - GARVEY (GROUP A)	1380 E NEW YORK AV	117
Brooklyn	NYCHA - GARVEY (GROUP A)	1410 E NEW YORK AV	118
Brooklyn	NYCHA - GARVEY (GROUP A)	1440 E NEW YORK AV	86
Brooklyn	NYCHA - HOWARD AVENUE	611 HOWARD AV	78
Brooklyn	NYCHA - HOWARD AVENUE	614 HOWARD AV	72
Brooklyn	NYCHA - KINGSBOROUGH	307 KINGSBORO 3 WK	72
Brooklyn	NYCHA - KINGSBOROUGH	341 KINGSBORO 3 WK	72
Brooklyn	NYCHA - KINGSBOROUGH	529 KINGSBORO 5 WK	96
Brooklyn	NYCHA - KINGSBOROUGH	629 KINGSBORO 6 WK	108
Brooklyn	NYCHA - KINGSBOROUGH	630 KINGSBORO 6 WK	96
Brooklyn	NYCHA - KINGSBOROUGH	1880 PACIFIC	72
Brooklyn	NYCHA - OCEAN HILL-BROWNSVILLE	324 HOWARD AV	27
Brooklyn	NYCHA - OCEAN HILL-BROWNSVILLE	334 HOWARD AV	19
Brooklyn	NYCHA - OCEAN HILL-BROWNSVILLE	2041 PACIFIC	48
Brooklyn	NYCHA - PARK ROCK REHAB	208 ROCHESTER AV	19
Brooklyn	NYCHA - PARK ROCK REHAB	218 ROCHESTER AV	12
Brooklyn	NYCHA - PARK ROCK REHAB	232 ROCHESTER AV	4
Brooklyn	NYCHA - PARK ROCK REHAB	234 ROCHESTER AV	12
Brooklyn	NYCHA - PARK ROCK REHAB	1468 PARK PL	16
Brooklyn	NYCHA - PARK ROCK REHAB	1474 PARK PL	16
Brooklyn	NYCHA - PARK ROCK REHAB	1480 PARK PL	16
Brooklyn	NYCHA - PARK ROCK REHAB	1521 STERLING PL	31
Brooklyn	NYCHA - PARK ROCK REHAB	1522 STERLING PL	8
Brooklyn	NYCHA - RALPH AVENUE REHAB	672 RALPH AV	27
Brooklyn	NYCHA - RALPH AVENUE REHAB	682 RALPH AV	25
Brooklyn	NYCHA - RALPH AVENUE REHAB	692 RALPH AV	26
Brooklyn	NYCHA - RALPH AVENUE REHAB	698 RALPH AV	26

Brooklyn	NYCHA - RALPH AVENUE REHAB	1196 E NEW YORK AV	14
Brooklyn	NYCHA - STERLING PLACE REHABS (ST JOHNS-STERLING)	1483 ST JOHNS PL	19
Brooklyn	NYCHA - STERLING PLACE REHABS (ST JOHNS-STERLING)	1491 ST JOHNS PL	16
Brooklyn	NYCHA - STERLING PLACE REHABS (ST JOHNS-STERLING)	1506 STERLING PL	16
Brooklyn	NYCHA - STERLING PLACE REHABS (ST JOHNS-STERLING)	1511 STERLING PL	12
Brooklyn	NYCHA - STERLING PLACE REHABS (ST JOHNS-STERLING)	1640 STERLING PL	20
Brooklyn	NYCHA - STERLING PLACE REHABS (STERLING-BUFFALO)	225 BUFFALO AV	19
Brooklyn	NYCHA - STERLING PLACE REHABS (STERLING-BUFFALO)	1448 STERLING PL	10
Brooklyn	NYCHA - STERLING PLACE REHABS (STERLING-BUFFALO)	1452 STERLING PL	16
Brooklyn	NYCHA - STERLING PLACE REHABS (STERLING-BUFFALO)	1568 STERLING PL	20
Brooklyn	NYCHA - STERLING PLACE REHABS (STERLING-BUFFALO)	1578 STERLING PL	21
Brooklyn	NYCHA - STERLING PLACE REHABS (STERLING-BUFFALO)	1588 STERLING PL	20
Brooklyn	NYCHA - STERLING PLACE REHABS (STERLING-BUFFALO)	1598 STERLING PL	20
Brooklyn	NYCHA - STUYVESANT GARDENS I	175 STUYVESANT AV	78
Brooklyn	NYCHA - STUYVESANT GARDENS I	690 QUINCY	24
Brooklyn	NYCHA - TAPSCOTT STREET REHAB	170 TAPSCOTT	16
Brooklyn	NYCHA - TAPSCOTT STREET REHAB	184 TAPSCOTT	16
Brooklyn	NYCHA - TAPSCOTT STREET REHAB	192 TAPSCOTT	16
Brooklyn	NYCHA - WEEKSVILLE GARDENS	80 SCHENECTADY AV	120
Brooklyn	NYCHA - WEEKSVILLE GARDENS	1605 DEAN	134
Brooklyn	NYCHA - WILLIAMSBURG	87 TEN EYCK WK	92
Brooklyn	NYCHA - WILLIAMSBURG	97 STAGG WK	68
Brooklyn	NYCHA - WILLIAMSBURG	101 SCHOLES	84
Brooklyn	NYCHA - WILLIAMSBURG	113 TEN EYCK WK	83
Brooklyn	NYCHA - WILLIAMSBURG	114 STAGG WK	91
Brooklyn	NYCHA - WILLIAMSBURG	TEN EYCK WK	68
Brooklyn	NYCHA - WILLIAMSBURG	128 MAUJER	96
Brooklyn	NYCHA - WILLIAMSBURG	151 TEN EYCK WK	96
Brooklyn	NYCHA - WILLIAMSBURG	161 TEN EYCK WK	93
Brooklyn	NYCHA - WILLIAMSBURG	164 TEN EYCK WK	68
Brooklyn	NYCHA - WILLIAMSBURG	169 STAGG WK	88
Brooklyn	NYCHA - WILLIAMSBURG	178 MAUJER	85
Brooklyn	NYCHA - WILLIAMSBURG	186 STAGG WK	96
Brooklyn	NYCHA - WILLIAMSBURG	190 TEN EYCK WK	68
Brooklyn	NYCHA - WILLIAMSBURG	196 STAGG WK	92
Brooklyn	NYCHA - WILLIAMSBURG	197 TEN EYCK WK	103
Brooklyn	NYCHA - WILLIAMSBURG	200 TEN EYCK WK	73
Brooklyn	NYCHA - WILLIAMSBURG	214 MAUJER	88
Brooklyn	NYCHA - WILLIAMSBURG	215 SCHOLES	103
Brooklyn	NYCHA - WILLIAMSBURG	224 TEN EYCK WK	71
Manhattan	NYCHA - GRAMPION	182 ST NICHOLAS AV	30
Manhattan	NYCHA - MANHATTANVILLE REHAB (GROUP 3)	514 W 134	19
Manhattan	NYCHA - MANHATTANVILLE REHAB (GROUP 3)	529 W 133	38
Manhattan	NYCHA - SAMUEL (CITY)	109 W 144	20
Manhattan	NYCHA - SAMUEL (CITY)	113 W 144	20
Manhattan	NYCHA - SAMUEL (CITY)	117 W 144	20
Manhattan	NYCHA - SAMUEL (CITY)	129 W 142	20
Manhattan	NYCHA - SAMUEL (CITY)	144 W 141	20
Manhattan	NYCHA - SAMUEL (CITY)	164 W 147	27

Manhattan	NYCHA - SAMUEL (CITY)	645 LENOX AV	20
Manhattan	NYCHA - SAMUEL (CITY)	649 LENOX AV	20
Manhattan	NYCHA - SAMUEL (CITY)	2441 7 AV	62
Manhattan	NYCHA - SAMUEL (CITY)	2449 7 AV	26
Manhattan	NYCHA - SAMUEL (CITY)	2453 7 AV	20
Manhattan	NYCHA - SAMUEL (CITY)	2525 7 AV	14
Manhattan	NYCHA - SAMUEL (CITY)	2529 7 AV	14
Manhattan	NYCHA - SAMUEL (CITY)	2533 7 AV	14
Manhattan	NYCHA - WASHINGTON HEIGHTS REHAB PHASE III	450 W 164	16
Queens	NYCHA - POMONOK	KISSENA BLVD	33
Queens	NYCHA - SOUTH JAMAICA II	109 AV	27
Queens	NYCHA - SOUTH JAMAICA II	159	333
Queens	NYCHA - SOUTH JAMAICA II	160	281
Queens	NYCHA - SOUTH JAMAICA II	BRINKERHOFF AV	56

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Boro	Property Name	Address	Residential Units
Bronx	NYCHA - 1010 EAST 178TH STREET	1010 E 178	225
Bronx	NYCHA - 1162-1176 WASHINGTON AVENUE	1162 WASHINGTON AV	66
Bronx	NYCHA - BETANCES I	400 BROOK AV	152
Bronx	NYCHA - BETANCES I	530 E 144	30
Bronx	NYCHA - BETANCES I	545 E 143	36
Bronx	NYCHA - BETANCES I	555 E 143	88
Bronx	NYCHA - BETANCES II, 9A	509 E 144	48
Bronx	NYCHA - BETANCES III, 13	690 E 140	77
Bronx	NYCHA - BETANCES III, 9A	423 ST ANNS AV	13
Bronx	NYCHA - BETANCES III, 9A	427 ST ANNS AV	13
Bronx	NYCHA - BETANCES IV	415 E 146	20
Bronx	NYCHA - BETANCES IV	417 E 146	4
Bronx	NYCHA - BETANCES IV	419 E 146	2
Bronx	NYCHA - BETANCES IV	421 E 146	2
Bronx	NYCHA - BETANCES IV	423 E 146	2
Bronx	NYCHA - BETANCES IV	427 E 146	2
Bronx	NYCHA - BETANCES IV	429 E 146	2
Bronx	NYCHA - BETANCES IV	431 E 146	2
Bronx	NYCHA - BETANCES IV	435 E 146	2
Bronx	NYCHA - BETANCES IV	437 E 146	2
Bronx	NYCHA - BETANCES IV	439 E 146	4
Bronx	NYCHA - BETANCES IV	441 E 146	2
Bronx	NYCHA - BETANCES IV	445 E 146	10
Bronx	NYCHA - BETANCES IV	455 E 146	40
Bronx	NYCHA - BETANCES IV	480 E 143	41
Bronx	NYCHA - BETANCES IV	510 E 146	52
Bronx	NYCHA - BETANCES IV	511 E 146	53
Bronx	NYCHA - BETANCES IV	530 E 146	36
Bronx	NYCHA - BETANCES IV	545 E 146	35
Bronx	NYCHA - BETANCES V	409 E 146	20
Bronx	NYCHA - BETANCES V	521 E 145	12
Bronx	NYCHA - BETANCES V	E 146	15
Bronx	NYCHA - BETANCES V	525 E 145	12
Bronx	NYCHA - BETANCES V	E 146	15
Bronx	NYCHA - BETANCES VI	400 E 147	47
Bronx	NYCHA - BETANCES VI	460 E 147	56
Bronx	NYCHA - BETANCES VI	550 E 147	49
Bronx	NYCHA - BOYNTON AVENUE REHAB	1044 BOYNTON AV	13
Bronx	NYCHA - BOYNTON AVENUE REHAB	1048 BOYNTON AV	12
Bronx	NYCHA - Bronx	1094 UNION AVENUE	18
Bronx	NYCHA - BRONXCHESTER	510 E 156	104
Bronx	NYCHA - BRONXCHESTER	520 E 156	105
Bronx	NYCHA - BRYANT AVENUE-EAST 174TH STREET	1705 BRYANT AV	111
Bronx	NYCHA - CLAREMONT PARKWAY-FRANKLIN AVENUE	1325 FRANKLIN AV	116
Bronx	NYCHA - CLAREMONT PARKWAY-FRANKLIN AVENUE	1535 FULTON AV	44

Bronx	NYCHA - CLAREMONT PARKWAY-FRANKLIN AVENUE	3804 3 AV	28
Bronx	NYCHA - CLAREMONT REHAB (GROUP 2)	1115 CLAY AV	40
Bronx	NYCHA - CLAREMONT REHAB (GROUP 2)	1119 CLAY AV	39
Bronx	NYCHA - CLAREMONT REHAB (GROUP 2)	1195 CLAY AV	23
Bronx	NYCHA - CLAREMONT REHAB (GROUP 2)	1232 CLAY AV	15
Bronx	NYCHA - CLAREMONT REHAB (GROUP 2)	1236 CLAY AV	15
Bronx	NYCHA - CLAREMONT REHAB (GROUP 2)	1244 CLAY AV	12
Bronx	NYCHA - CLAREMONT REHAB (GROUP 2)	1278 CLAY AV	14
Bronx	NYCHA - CLAREMONT REHAB (GROUP 3)	1052 TELLER AV	19
Bronx	NYCHA - CLAREMONT REHAB (GROUP 3)	1064 TELLER AV	17
Bronx	NYCHA - CLAREMONT REHAB (GROUP 3)	1072 TELLER AV	19
Bronx	NYCHA - CLAREMONT REHAB (GROUP 3)	1105 TELLER AV	51
Bronx	NYCHA - CLAREMONT REHAB (GROUP 3)	1129 TELLER AV	11
Bronx	NYCHA - CLAREMONT REHAB (GROUP 4)	335 E 166	16
Bronx	NYCHA - CLAREMONT REHAB (GROUP 4)	1046 TELLER AV	12
Bronx	NYCHA - CLAREMONT REHAB (GROUP 4)	1068 TELLER AV	18
Bronx	NYCHA - CLAREMONT REHAB (GROUP 4)	1114 FINDLAY AV	13
Bronx	NYCHA - CLAREMONT REHAB (GROUP 4)	1128 FINDLAY AV	44
Bronx	NYCHA - CLAREMONT REHAB (GROUP 4)	1228 CLAY AV	11
Bronx	NYCHA - CLAREMONT REHAB (GROUP 4)	1240 CLAY AV	12
Bronx	NYCHA - CLAREMONT REHAB (GROUP 4)	1248 CLAY AV	17
Bronx	NYCHA - CLAREMONT REHAB (GROUP 4)	1252 CLAY AV	17
Bronx	NYCHA - CLAREMONT REHAB (GROUP 5)	1113 FINDLAY AV	33
Bronx	NYCHA - CLAREMONT REHAB (GROUP 5)	1131 FINDLAY AV	39
Bronx	NYCHA - CLAREMONT REHAB (GROUP 5)	1150 COLLEGE AV	71
Bronx	NYCHA - CLASON POINT GARDENS	1660 LAFAYETTE AV	130
Bronx	NYCHA - CLASON POINT GARDENS	1719 LAFAYETTE AV	271
Bronx	NYCHA - COLLEGE AVENUE-EAST 165TH STREET	1020 COLLEGE AV	108
Bronx	NYCHA - DAVIDSON	818 HOME	175
Bronx	NYCHA - EAGLE AVENUE-EAST 163RD STREET	905 EAGLE AV	66
Bronx	NYCHA - EAST 165TH STREET-BRYANT AVENUE	1024 BRYANT AV	54
Bronx	NYCHA - EAST 165TH STREET-BRYANT AVENUE	1070 BRYANT AV	24
Bronx	NYCHA - EAST 165TH STREET-BRYANT AVENUE	1084 E 165	20
Bronx	NYCHA - EAST 165TH STREET-BRYANT AVENUE	1100 E 165	29
Bronx	NYCHA - EAST 165TH STREET-BRYANT AVENUE	1120 E 165	54
Bronx	NYCHA - EAST 173RD STREET-VYSE AVENUE	1463 VYSE AV	30
Bronx	NYCHA - EAST 173RD STREET-VYSE AVENUE	1487 VYSE AV	54
Bronx	NYCHA - EAST 173RD STREET-VYSE AVENUE	1493 VYSE AV	54
Bronx	NYCHA - EAST 173RD STREET-VYSE AVENUE	1544 HOE AV	66
Bronx	NYCHA - EAST 173RD STREET-VYSE AVENUE	1579 VYSE AV	66
Bronx	NYCHA - EAST 180TH STREET-MONTEREY AVENUE	559 EAST 180	239
Bronx	NYCHA - FRANKLIN AVENUE I CONVENTIONAL	1373 FRANKLIN AV	20
Bronx	NYCHA - FRANKLIN AVENUE I CONVENTIONAL	1377 FRANKLIN AV	20
Bronx	NYCHA - FRANKLIN AVENUE I CONVENTIONAL	1381 FRANKLIN AV	21
Bronx	NYCHA - FRANKLIN AVENUE II CONVENTIONAL	1390 FRANKLIN AV	15
Bronx	NYCHA - FRANKLIN AVENUE II CONVENTIONAL	1392 FRANKLIN AV	15
Bronx	NYCHA - FRANKLIN AVENUE II CONVENTIONAL	1394 FRANKLIN AV	15

Bronx	NYCHA - FRANKLIN AVENUE III CONVENTIONAL	631 JEFFERSON PL	15
Bronx	NYCHA - HARRISON AVENUE REHAB (GROUP A)	1930 HARRISON AV	35
Bronx	NYCHA - HARRISON AVENUE REHAB (GROUP B)	1886 HARRISON AV	52
Bronx	NYCHA - HARRISON AVENUE REHAB (GROUP B)	1920 HARRISON AV	34
Bronx	NYCHA - HARRISON AVENUE REHAB (GROUP B)	1925 HARRISON AV	49
Bronx	NYCHA - HARRISON AVENUE REHAB (GROUP B)	1934 HARRISON AV	27
Bronx	NYCHA - HIGHBRIDGE REHABS (ANDERSON AVENUE)	125 W 166	28
Bronx	NYCHA - HIGHBRIDGE REHABS (ANDERSON AVENUE)	130 W 166	39
Bronx	NYCHA - HIGHBRIDGE REHABS (ANDERSON AVENUE)	1085 ANDERSON AV	59
Bronx	NYCHA - HIGHBRIDGE REHABS (NELSON AVENUE)	1135 NELSON AV	11
Bronx	NYCHA - HIGHBRIDGE REHABS (NELSON AVENUE)	1139 NELSON AV	29
Bronx	NYCHA - HIGHBRIDGE REHABS (NELSON AVENUE)	1144 NELSON AV	34
Bronx	NYCHA - HIGHBRIDGE REHABS (NELSON AVENUE)	1184 NELSON AV	22
Bronx	NYCHA - HOE AVENUE-EAST 173RD STREET	1700 HOE AV	65
Bronx	NYCHA - HUNTS POINT AVENUE REHAB	875 IRVINE	35
Bronx	NYCHA - LONGFELLOW AVENUE REHAB	1091 LONGFELLOW AV	27
Bronx	NYCHA - LONGFELLOW AVENUE REHAB	1102 LONGFELLOW AV	48
Bronx	NYCHA - MIDDLETOWN PLAZA	3033 MIDDLETOWN RD	179
Bronx	NYCHA - MORRISANIA	1285 WASHINGTON AV	105
Bronx	NYCHA - MURPHY	1805 CROTONA AV	281
Bronx	NYCHA - PSS GRANDPARENT	951 PROSPECT AV	52
Bronx	NYCHA - RANDALL AVENUE-BALCOM AVENUE	650 BUTTRICK AV	70
Bronx	NYCHA - RANDALL AVENUE-BALCOM AVENUE	2700 RANDALL AV	70
Bronx	NYCHA - RANDALL AVENUE-BALCOM AVENUE	2705 SCHLEY AV	90
Bronx	NYCHA - SACK WERN	710 CROES AV	59
Bronx	NYCHA - SACK WERN	NOBLE AV	59
Bronx	NYCHA - SACK WERN	715 NOBLE AV	59
Bronx	NYCHA - SACK WERN	740 BEACH AV	59
Bronx	NYCHA - SACK WERN	750 CROES AV	59
Bronx	NYCHA - SACK WERN	1710 LAFAYETTE AV	57
Bronx	NYCHA - SACK WERN	1810 LAFAYETTE AV	59
Bronx	NYCHA - SOUTH BRONX AREA (SITE 402)	615 E 158	30
Bronx	NYCHA - SOUTH BRONX AREA (SITE 402)	821 CAULDWELL AV	18
Bronx	NYCHA - SOUTH BRONX AREA (SITE 402)	830 EAGLE AV	36
Bronx	NYCHA - SOUTH BRONX AREA (SITE 402)	845 CAULDWELL AV	30
Bronx	NYCHA - STEBBINS AVENUE-HEWITT PLACE	820 HEWITT PL	54
Bronx	NYCHA - STEBBINS AVENUE-HEWITT PLACE	881 STEBBINS AV	66
Bronx	NYCHA - TELLER AVENUE-EAST 166TH STREET	1100 TELLER AV	91
Bronx	NYCHA - TIEBOUT AV	2244 TIEBOUT AVENUE	313
Bronx	NYCHA - TWIN PARKS EAST (SITE 9)	2070 CLINTON AV	224
Bronx	NYCHA - UNION AVENUE EAST 166TH STREET	1120 UNION AVENUE	30
Bronx	NYCHA - UNION AVENUE-EAST 163RD STREET	950 UNION AV	200
Bronx	NYCHA - UNION AVENUE-EAST 166TH STREET	817 E 166	18
Bronx	NYCHA - UNION AVENUE-EAST 166TH STREET	818 E 167	18
Bronx	NYCHA - UNION AVENUE-EAST 166TH STREET	1104 UNION AV	30
Bronx	NYCHA - UNION AVENUE-EAST 166TH STREET	1113 PROSPECT AV	18
Bronx	NYCHA - UNION AVENUE-EAST 166TH STREET	1135 PROSPECT AV	7

Bronx	NYCHA - UNIVERSITY AVENUE REHAB	1865 UNIVERSITY AV	50
Bronx	NYCHA - UNIVERSITY AVENUE REHAB	1875 UNIVERSITY AV	53
Bronx	NYCHA - UNIVERSITY AVENUE REHAB	1895 UNIVERSITY AV	47
Bronx	NYCHA - UNIVERSITY AVENUE REHAB	1925 UNIVERSITY AV	75
Bronx	NYCHA - WEBSTER	420 E 169	120
Bronx	NYCHA - WEBSTER	421 E 168	120
Bronx	NYCHA - WEBSTER	1230 WEBSTER AV	120
Bronx	NYCHA - WEBSTER	1260 WEBSTER AV	120
Bronx	NYCHA - WEBSTER	1270 WEBSTER AV	125
Bronx	NYCHA - WEBSTER - MORRISANIA	450 E 169	105
Bronx	NYCHA - WEST FARMS ROAD REHAB	998 E 167	69
Bronx	NYCHA - WEST FARMS ROAD REHAB	1203 WESTCHESTER AV	37
Bronx	NYCHA - WEST FARMS ROAD REHAB	1209 WESTCHESTER AV	37
Bronx	NYCHA - WEST FARMS SQUARE CONVENTIONAL	1143 LONGFELLOW AV	25
Brooklyn	NYCHA - 104-14 TAPSCOTT STREET	104 TAPSCOTT	30
Brooklyn	NYCHA - BEDFORD-STUYVESANT REHAB	213 HART	16
Brooklyn	NYCHA - BEDFORD-STUYVESANT REHAB	281 THROOP AV	24
Brooklyn	NYCHA - BEDFORD-STUYVESANT REHAB	671 WILLOUGHBY AV	20
Brooklyn	NYCHA - BEDFORD-STUYVESANT REHAB	675 WILLOUGHBY AV	20
Brooklyn	NYCHA - BEDFORD-STUYVESANT REHAB	701 WILLOUGHBY AV	35
Brooklyn	NYCHA - HOWARD AVENUE-PARK PLACE	497 HOWARD AV	2
Brooklyn	NYCHA - HOWARD AVENUE-PARK PLACE	501 HOWARD AV	1
Brooklyn	NYCHA - HOWARD AVENUE-PARK PLACE	503 HOWARD AV	1
Brooklyn	NYCHA - HOWARD AVENUE-PARK PLACE	505 HOWARD AV	1
Brooklyn	NYCHA - HOWARD AVENUE-PARK PLACE	507 HOWARD AV	1
Brooklyn	NYCHA - HOWARD AVENUE-PARK PLACE	509 HOWARD AV	2
Brooklyn	NYCHA - HOWARD AVENUE-PARK PLACE	511 HOWARD AV	1
Brooklyn	NYCHA - HOWARD AVENUE-PARK PLACE	1483 EASTERN PKWY	2
Brooklyn	NYCHA - HOWARD AVENUE-PARK PLACE	1790 STERLING PL	1
Brooklyn	NYCHA - HOWARD AVENUE-PARK PLACE	1794 STERLING PL	1
Brooklyn	NYCHA - HOWARD AVENUE-PARK PLACE	1796 STERLING PL	1
Brooklyn	NYCHA - HOWARD AVENUE-PARK PLACE	1800 STERLING PL	1
Brooklyn	NYCHA - HOWARD AVENUE-PARK PLACE	1802 STERLING PL	3
Brooklyn	NYCHA - HOWARD AVENUE-PARK PLACE	1804 STERLING PL	3
Brooklyn	NYCHA - LENOX ROAD-ROCKAWAY PARKWAY	1142 LENOX RD	31
Brooklyn	NYCHA - LENOX ROAD-ROCKAWAY PARKWAY	1144 LENOX RD	30
Brooklyn	NYCHA - LENOX ROAD-ROCKAWAY PARKWAY	1145 LENOX RD	24
Brooklyn	NYCHA - OCEAN HILL-BROWNSVILLE	2020 PACIFIC	16
Brooklyn	NYCHA - OCEAN HILL-BROWNSVILLE	2065 DEAN	16
Brooklyn	NYCHA - Stuyvesant Gardens 1 & 2	750 GATES AV	16
Brooklyn	NYCHA - STUYVESANT GARDENS I	245 LEWIS AV	68
Brooklyn	NYCHA - STUYVESANT GARDENS I	304 LEWIS AV	4
Brooklyn	NYCHA - STUYVESANT GARDENS I	585 MONROE	20
Brooklyn	NYCHA - STUYVESANT GARDENS I	734 GATES AV	93
Brooklyn	NYCHA - STUYVESANT GARDENS I	744 GATES AV	16
Brooklyn	NYCHA - STUYVESANT GARDENS I	875 GATES AV	64
Brooklyn	NYCHA - TAPSCOTT STREET REHAB	175 TAPSCOTT	27

Brooklyn	NYCHA - TAPSCOTT STREET REHAB	187 TAPSCOTT	32
Brooklyn	NYCHA - TAPSCOTT STREET REHAB	199 TAPSCOTT	23
Brooklyn	NYCHA - TAPSCOTT STREET REHAB	725 HOWARD AV	35
Brooklyn	NYCHA - TAPSCOTT STREET REHAB	728 HOWARD AV	21
Brooklyn	NYCHA - TOMKINS	220 THROOP AV	61
Brooklyn	NYCHA - TOMPKINS	196 THROOP AV	61
Brooklyn	NYCHA - TOMPKINS	200 THROOP AV	202
Manhattan	NYCHA - MANHATTANVILLE REHAB (GROUP 2)	511 W 134	15
Manhattan	NYCHA - MANHATTANVILLE REHAB (GROUP 2)	515 W 134	19
Manhattan	NYCHA - MANHATTANVILLE REHAB (GROUP 2)	1504 AMSTERDAM AV	16
Manhattan	NYCHA - REHAB PROGRAM (TAFT REHABS)	218 W 112	42
Manhattan	NYCHA - SAMUEL (CITY)	105 W 143	13
Manhattan	NYCHA - SAMUEL (CITY)	112 W 139	10
Manhattan	NYCHA - SAMUEL (CITY)	116 W 139	10
Manhattan	NYCHA - SAMUEL (CITY)	125 W 144	20
Manhattan	NYCHA - SAMUEL (CITY)	129 W 144	20
Manhattan	NYCHA - SAMUEL (CITY)	131 W 143	22
Manhattan	NYCHA - SAMUEL (CITY)	133 W 144	20
Manhattan	NYCHA - SAMUEL (CITY)	135 W 143	17
Manhattan	NYCHA - SAMUEL (CITY)	141 W 142	10
Manhattan	NYCHA - SAMUEL (CITY)	143 W 142	10
Manhattan	NYCHA - SAMUEL (CITY)	W 143	22
Manhattan	NYCHA - SAMUEL (CITY)	145 W 142	10
Manhattan	NYCHA - SAMUEL (CITY)	W 143	22
Manhattan	NYCHA - SAMUEL (CITY)	148 W 144	15
Manhattan	NYCHA - SAMUEL (CITY)	149 W 142	10
Manhattan	NYCHA - SAMUEL (CITY)	151 W 143	16
Manhattan	NYCHA - SAMUEL (CITY)	158 W 144	19
Manhattan	NYCHA - SAMUEL (CITY)	159 W 143	16
Manhattan	NYCHA - SAMUEL (CITY)	162 W 144	20
Manhattan	NYCHA - SAMUEL (CITY)	163 W 143	15
Manhattan	NYCHA - SAMUEL (CITY)	164 W 144	17
Manhattan	NYCHA - SAMUEL (CITY)	167 W 143	17
Manhattan	NYCHA - SAMUEL (CITY)	669 LENOX AV	13
Manhattan	NYCHA - SAMUEL (CITY)	2465 7 AV	13
Manhattan	NYCHA - SAMUEL (CITY)	2469 7 AV	13
Manhattan	NYCHA - SAMUEL (CITY)	2473 7 AV	14
Manhattan	NYCHA - SAMUEL (MHOP) I	136 W 139	10
Manhattan	NYCHA - SAMUEL (MHOP) I	138 W 139	10
Manhattan	NYCHA - SAMUEL (MHOP) II	110 W 139	10
Manhattan	NYCHA - SAMUEL (MHOP) III	151 W 142	10
Manhattan	NYCHA - STANTON STREET	189 STANTON	15
Manhattan	NYCHA - WASHINGTON HEIGHTS REHAB PHASE III	545 W 156	22
Manhattan	NYCHA - WASHINGTON HEIGHTS REHAB PHASE III	2109 AMSTERDAM AV	16
Manhattan	NYCHA - WASHINGTON HEIGHTS REHAB PHASE IV (C)	506 W 176	20
Manhattan	NYCHA - WASHINGTON HEIGHTS REHAB PHASE IV (D)	510 W 176	40
Manhattan	NYCHA - WASHINGTON HEIGHTS REHAB PHASE IV (D)	514 W 176	20

Manhattan	NYCHA - WSUR (BROWNSTONS)	131 W 93	6
Queens	NYCHA - QUEENSBRIDGE NORTH	10	462
Queens	NYCHA - QUEENSBRIDGE NORTH	12	630
Queens	NYCHA - QUEENSBRIDGE NORTH	VERNON BLVD	540
Queens	NYCHA - QUEENSBRIDGE SOUTH	10	464
Queens	NYCHA - QUEENSBRIDGE SOUTH	12	540
Queens	NYCHA - QUEENSBRIDGE SOUTH	VERNON BLVD	1541
Queens	NYCHA - SOUTH JAMAICA I	159	432
Queens	NYCHA - WOODSIDE HOUSES	31 AV	216
Queens	NYCHA - WOODSIDE HOUSES	49	192
Queens	NYCHA - WOODSIDE HOUSES	51	380
Queens	NYCHA - WOODSIDE HOUSES	BROADWAY	573

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