


PUBLIC MEETING

FRANCHISE AND CONCESSION REVIEW COMMITTEE

WEDNESDAY JUNE 11th, 2025 @ 2:30 P.M.

Location:
22 Reade Street
Spector Hall
New York, NY 10007

NOTE: 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 (212) 298-0800. Any person requiring reasonable accommodation for the public meeting should contact MOCS at least five (5) business days in advance of the meeting to ensure availability. 

Franchise and Concession Review Committee Public Meeting
Wednesday June 11th, 2025 @ 2:30 P.M.

NEW YORK CITY DEPARTMENT OF HOMELESS SERVICES

No. 1: **IN THE MATTER** of the intent seek Franchise and Concession Review Committee approval to utilize a different procedure, pursuant to Section 1-16 of the Concession Rules of the City of New York, to allow the NYC Department of Homeless Services to enter into a sole source license agreement with the YMCA of Greater New York for the operation, management and maintenance of the Park Slope Armory indoor athletic facility and community center. The license will provide for a ten-year initial term, commencing upon notice to proceed, with a renewal option of up to ten additional years.

NEW YORK CITY DEPARTMENT OF SMALL BUSINESS SERVICES

No. 2: **IN THE MATTER** of the intent seek Franchise and Concession Review Committee approval to utilize a different procedure, pursuant to Section 1-16 of the Concession Rules of the City of New York, to allow New York City Tourism + Conventions, on behalf of the NYC Department of Small Business Services, to enter into a sole source license agreement with Torkia International, Inc. for the non-exclusive use of City-owned trademarks on merchandise. The license will provide for an initial term beginning January 1, 2025, and shall continue through December 31, 2027. The parties shall have the option of renewing this license agreement on substantially the same terms for a period of two years through December 31, 2029.

NOTICE OF PUBLIC HEARING

To: The Honorable Antonio Reynoso, Brooklyn Borough President
Eric McClure & Mike Racioppo, Chairperson and District Manager, Brooklyn
Community Board 6

From: Vincent Pullo, Agency Chief Contracting Officer

Subject: Notice of Joint Public Hearing: 6/9/2025; For the License Agreement for the
Operation, Management and Maintenance of the Park Slope Armory Indoor
Athletic Facility and Community Center

Date: **5/23/2025**

NOTICE OF A JOINT PUBLIC HEARING of the Franchise and Concession Review Committee and Department of Homeless Services (“DHS”) to be held on 6/9/2025, at 255 Greenwich Street, 8th Floor, in the Borough of Manhattan commencing at 2:30pm relative to:

INTENT TO AWARD as a concession a Sole Source License Agreement (“License”) to the YMCA of Greater New York (“Licensee”) for the operation, management and maintenance of the Park Slope Armory indoor athletic facility and community center, located 361 15th Street, Brooklyn, New York 11215.

The License will provide for a ten (10) year initial term, commencing upon notice to proceed, with a renewal option of up to ten (10) additional years.

As compensation to the City, the Licensee will be required to reinvest any revenues into the operation, management, and maintenance of the facility. For any revenues in excess of those costs, the Licensee shall annually deposit the greater of \$50,000 (compounded annually at 5%) or 20% of total operating net revenue, into a separate, interest-bearing account to be used for future operating and capital improvements.

Written testimony may be submitted in advance of the hearing electronically to fcrc@mocs.nyc.gov. All written testimony can be submitted up until the close of the public hearing and will be distributed to the FCRC after the hearing.

A draft copy of the agreement may be obtained at no cost by any (or all) of the following ways:

1. Submit a written request to Vincent Pullo at pullov@dss.nyc.gov from 5/23/2025 through 6/6/2025.
2. Submit a written request by mail to the Department of Social Services, 150 Greenwich Street, New York, New York 10006. Written requests must be received by 6/5/2025. For mail-in requests, please include your name, return address, and Concession ID 07125C001.
3. Download from Department of Homeless Services' website at www.nyc.gov/dhs from 5/23/2025 through 6/6/2025.

The agenda and related documentation for the hearing will be posted on the MOCS website at <https://www.nyc.gov/site/mocs/opportunities/franchises-concessions.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 (212) 298-0800. 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.

Rule 1-16: Different Procedure

Concession Agreement Recommendation For Award Memorandum Cover Sheet

Concession Title Park Slope Armory License Agreement **Concession ID** 07125C001

Description License Agreement for the Operation, Management and Maintenance of the Park Slope Armory Indoor Athletic Facility and Community Center **Agency** Department of Homeless Services

☐ Additional information has been attached to this document (please use the "Additional Information Form" available on BuyWise)

Recommended Concessionaire

Name YMCA of Greater New York Telephone (212) 630-9686
Address 5 West 63rd Street, 6th Floor ☒ EIN or ☐ SSN # 13-1624228
New York, New York 10023 ☒ Not-for-Profit Organization ☐ Certified M/WBE by SBS

Recommended Concession Agreement Term

Initial Term 7/1/2025 to 6/30/2035 Concession Site(s) ☒ Yes ☐ No
Renewal Option(s) 7/1/2035 to 6/30/2045 Address 361 15th Street
_____ to _____ Brooklyn, NY 11215
Total Potential Term 20 years Borough Brooklyn Community Board 6
☐ >20 years – FCRC unanimously approved term on ____/____/____ Block# 1102 Lot# 12

Recommended Annual Revenue (Check all that apply)

☐ Annual Fee(s) \$ _____
☐ Gross Receipts _____ %
☐ The Greater of Annual Minimum Fee(s) of
\$ _____ vs _____ % of Gross Receipts
☒ Other reinvestment obligation

Selection Procedure Requirements

Please select the appropriate Different Procedure method justification below:

- ☒ Sole Source
- ☐ Amendment or extension to an existing concession agreement
- ☐ Not-for-Profit concession agreement
- ☐ Other (Please specify)

Award is a Major Concession

☐ 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 ____/____/____
☐ N/A
☒ No

Negotiation Requirements

Below, please describe the nature of negotiations conducted, including with respect to the amount of revenue offered:

The YMCA has operated the Armory as an Indoor Athletic Facility and Community Center since 2009 and the new concession will follow similar terms. Per the prior Agreement, the YMCA covers the cost to operate the facility. As compensation the Licensee will reinvest any revenues into the operation, management, and maintenance of the facility. For revenues in excess of those costs, the Licensee shall annually deposit the greater of \$50,000 (compounded annually at 5%) or 20% of total operating net revenue, into a separate, account for operating and capital improvements.

Award Requirements

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

Since assuming operating responsibility of the facility in 2009, the YMCA has built the Park Slope Armory into a highly impactful community center. At present, the facility serves over 10,000 community members annually, including almost 3,800 youth and teens. The facility has also served as a critical recreational resource for local schools, including PS 107 (who use the facility as a school gymnasium for four hours each day) and for the NYC Board of Elections (who work with the Y to host early voting at the site.) Note that the License Agreement will require similar accessibility for the community.

Rule 1-16: Different Procedure

Concession Agreement Recommendation For Award Memorandum Cover Sheet

Public Hearing Requirements

(Only applicable for significant concessions)

☒ [IF REQUIRED] a public hearing was conducted on: 6 / 9 / 2025

Subject concession is a (check one): ☐ **Citywide** or ☒ **NOT Citywide** concession and Agency hereby certifies that a notice summarizing the terms and conditions of the proposed concession, and the time, date and location of the public hearing was published once in the City Record and given to all affected CB-BP and the Committee Members on 5 / 15 / 2025 (not less than 15 days prior to the hearing date). In addition, if you have posted this notice publicly elsewhere, please describe below:

☐ Subject concession is non-significant. No public hearing is required

FCRC Approval

☒ FCRC approved this concession agreement on 6 / 11 / 2025 (date of the FCRC public meeting)

Votes in favor: ____ Votes against: ____

OR

☐ The concession was not subject to approval of the FCRC because it has a term of less than 30 days and is not subject to renewal

Law Department approved concession agreement on: ____ / ____ / ____

Authorized Signatures

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

Signature _____

Name _____

Title _____ 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

LICENSE AGREEMENT

BETWEEN

YMCA OF GREATER NEW YORK

AND

**CITY OF NEW YORK DEPARTMENT
OF HOMELESS SERVICES**

for

THE OPERATION, MANAGEMENT AND MAINTENANCE OF THE PARK SLOPE
ARMORY INDOOR ATHLETIC FACILITY AND COMMUNITY CENTER

BROOKLYN, NEW YORK

DATED:

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LICENSE AGREEMENT ("License" or "License Agreement") made this _ day of _____, 2025, between the City of New York (the "City") acting by and through the Department of Homeless Services ("DHS" or "Licensor"), whose address is 33 Beaver Street, New York, New York 10004, and YMCA of Greater New York ("Licensee"), whose address is 5 West 63rd Street, Sixth Floor, New York, New York 10023.

WHEREAS, Licensor, pursuant to Rule 1-16 of the New York City Franchise and Concession Review Committee ("FCRC") Rules, is proceeding with a License Agreement for the operation, management and maintenance of the Park Slope Armory Indoor Athletic Facility and Community Center ("Licensed Premises"); and

WHEREAS, Licensor determined that Licensee is a sole source under Rule 1-16 of the FCRC Rules, as the YMCA is uniquely qualified to operate the license agreement that is not only cost neutral to the City, but allows the facility to maintain a reinvestment fund for future use; and

WHEREAS, Licensee has agreed to enter into the License Agreement to operate, manage and maintain the Licensed Premises, in furtherance of its non-profit mission of providing community programs that promote youth, adult, family and community development and health and wellness; and

WHEREAS, Licensor complied with the requirements of the Franchise and Concession Review Committee ("FCRC") Rules for the selection of concessionaires and has the authorization to enter into a concession agreement with Licensee, subject to registration with the Comptroller; and

WHEREAS, Licensor and Licensee desire to enter into a License Agreement specifying rights and obligations with respect to the operation, management and maintenance of the Licensed Premises as defined in Section 2.1(j).

NOW THEREFORE, in consideration of the premises and covenants contained herein, the parties hereby do agree as follows:

1. GRANT OF LICENSE

1.1 Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor this License to operate, manage and maintain the Licensed Premises, which is more particularly described in Section 2.1(j) herein.

1.2 Subject to Section 19.1, Licensee shall obtain any and all approvals, permits, and other licenses required by federal, state and City Laws, rules, regulations and orders which are or may become necessary to operate the Licensed Premises in accordance with the terms of this License. Licensor shall cooperate with Licensee in all reasonable aspects in obtaining such approvals, permits and licenses, including but not limited to executing or authorizing applications for same as may be necessary to permit Licensee to obtain such approvals, permits, or licenses. Whenever any act, consent, approval or permission is required of the City or the Licensor under this License, the same shall be valid only if it is, in each instance, in writing and signed by the DHS Commissioner or Commissioner's duly authorized representative or the relevant City official if the required approval is the City's. No variance, alteration, amendment, or modification of this instrument shall be valid or binding upon the

City or the Licensor or their agents, unless the same is, in each instance, in writing and duly signed by the Commissioner or Commissioner's duly authorized representative.

1.3 It is expressly understood that no land, building, space, improvement, or equipment is leased to Licensee, and that Licensee shall not acquire any property interest in the Licensed Premises whatsoever but that during the Term of this License, Licensee shall have the use of the Licensed Premises in order to carry out the purposes herein provided. Except as herein provided, Licensee has the right to occupy and operate the Licensed Premises so long as this License is not terminated by the Licensor in accordance with the terms hereof.

1.4 Licensee shall provide, at all times, free access to the Licensed Premises to the Commissioner or Commissioner's representatives and to other City, State and Federal officials having jurisdiction, for inspection purposes.

2. DEFINITIONS

2.1 As used throughout this License, the following terms shall have the meanings set forth below:

(a) "City" shall mean the City of New York, its departments and political subdivisions.

(b) "Commissioner" shall mean the Commissioner of the New York City Department of Homeless Services or Commissioner's designee.

(c) "Comptroller" shall mean the Comptroller of the City of New York.

(d) "Expendable Equipment" or "Personal Equipment" shall mean all equipment, other than Fixed Equipment, provided by Licensee.

(e) "Fixed Equipment" shall mean any property affixed in any way to Licensed Premises, whether or not removal of said equipment would damage Licensed Premises.

(i) "Additional Fixed Equipment" shall mean Fixed Equipment permanently affixed to Licensed Premises subsequent to the Commencement Date of this License.

(ii) "Fixed and Additional Fixed Equipment" shall refer to Fixed Equipment and Additional Fixed Equipment jointly and severally.

(f) "DHS" shall mean the New York City Department of Homeless Services.

(g) "Substantial Completion" or "Substantially Complete" shall mean that the Commissioner certifies that an improvement to the Licensed Premises has been completed substantially in accordance with the plans, specifications, schematics, working and mechanical drawings approved by Licensor, notwithstanding that minor work remains to be completed, and that the improvement may be utilized by the public.

(h) "Final Completion" or "Finally Complete" shall mean that the construction of an improvement to the Licensed Premises has been completed to such an extent that the Commissioner certifies in a writing that it has been finally completed and no further work is

required by Licensee pursuant to this License Agreement in connection with the construction of said improvement. Notwithstanding the issuance of any such certification, Licensee shall be liable for any claims related to such construction and shall be responsible for any other obligations (including maintenance, repair and indemnity) set forth in this Agreement.

(i) "Year" or "Operating Year" shall both refer: (A) in the case of the first Operating Year, to the period between the Commencement Date and the following June 30 and (B) in the case of each subsequent Operating Year, to the period between July 1 of such Operating Year and June 30 of the following Calendar Year (except that the final Operating Year shall end on the Termination Date).

(j) "Licensed Premises" shall mean the area so denoted on Exhibit A, that is, the Drill Floor, Rooms 1-8, 13-14, two toilet rooms, inter connecting passage, south passage corridor, north passage corridor, and the large foyer space._

(k) "Capital Improvements" shall mean all construction, reconstruction or renovation of the Licensed Premises, including architectural, engineering, and design fees and permitting costs necessary to implement such construction, reconstruction or renovation of the Licensed Premises. Capital Improvements also include the installation of all "Fixed Equipment," as that term is defined in this Section, which the Licensee installs or causes to be installed on the Licensed Premises. Capital Improvements shall not include routine maintenance and repairs required to be performed in the normal course of management and operation of the Licensed Premises. Licensee must secure written permission from Licensor to perform any Capital Improvement on the Licensed Premises.

(l) (i) "Revenues" shall include all Revenues received by Licensee, from services provided, and programs operated at the Licensed Premises, without deduction or set-off of any kind, including all such Revenues from fees, memberships, advertising and sponsorships. Revenues shall also include funds received from fundraising and federal, state and local governmental agencies or officials for programs and services at the Licensed Premises (except for payments made by the Licensor as required pursuant to the terms of this License Agreement.) In the event the Licensee decides to sell or allow the sale of food, beverages, merchandise or souvenirs, Revenues shall include the monies received from such sales. In the event the Licensee is subject to, or sells items subject to sales tax, Revenues shall exclude the amount of any federal, state or City taxes which may now or hereafter be imposed upon or be required to be collected and paid by Licensee as against its sales. All program and services rendered by Licensee (and if applicable the sale of food, beverages, merchandise or souvenirs) at the Licensed Premises shall be construed as made and completed therein even though payment therefore may be made at some other place. The Licensee acknowledges that the delivery of all merchandise or services for use at the Licensed Premises shall be made at the Licensed Premises.

(ii) Revenues shall include receipts by Licensee from all sponsorships at the Licensed Premises, whether made in cash or as discounts against purchase price of materials, equipment or commodities.

(iii) Revenues shall also include Licensee's income from rental and sublicense or subcontracting fees, and commissions ("Commissions") received by Licensee in connection with services provided by Licensee's subcontractors or sub licensees, provided

that in the event that the use of vending machines on the Licensed Premises for the sale of food, drink, or other items is approved by Licensor, only Licensee's net receipts from such vending machines shall be included in Revenues. Revenues shall include sales made for cash or credit (credit sales shall be included in Revenues as of the date of collection, it being the distinct intention and agreement of the parties that all sums received by Licensee from all sources from the operation of the Licensed Premises shall be included in Revenues).

(iv) Revenues shall include all funds received for services rendered by the Licensee plus any deposits made in relation to said services not returned to the person making the deposit.

(m) "Special Events" shall mean any private function (e.g. reservation of all or part of the Licensed Premises through Licensee by third parties) at the Licensed Premises. Licensee shall submit to Commissioner for Commissioner's prior approval plans for any such Special Events at the Licensed Premises.

3. TERM OF LICENSE

3.1 This License shall become effective upon the later of Licensee receiving written notice to proceed from Licensor or the completion by Licensor of the items listed on Exhibit F following registration with the Comptroller ("Commencement Date") and shall terminate ten (10) years from notice to proceed, unless sooner terminated pursuant to the terms of this License. Notwithstanding the prior sentence, the Licensee may six (6) months prior to the termination date, request a renewal from the Licensor. The Licensor reserves in its sole discretion, the right issue a renewal for an additional term of up to ten (10) year, unless sooner terminated pursuant to the terms of the License. The period of time from the Commencement Date to the Termination Date, shall be the License term ("Term").

3.2 (a) Notwithstanding any language contained herein, this License is terminable at will by the Commissioner in the Commissioner's sole discretion, at any time. Such termination shall be effective twenty-five (25) days after written notice is sent to Licensee. In the event of such early termination, Licensee shall continue to make payments (if any) as set forth in Section 4 herein, up to and including but not beyond said early termination date. Upon early termination, Licensee shall remit any Reinvestment Fee (as defined below) due at the time of such early termination to Licensor. The Commissioner, the City, its employees and agents shall not be liable for damages to Licensee in the event that this License is terminated by Commissioner as provided for herein. In the event such notice is not given, this License shall terminate as described in Section 3.1 or 3.2(b) of this agreement.

(b) If, after the completion of the second Year of this License Agreement, the Licensee reasonably determines that it is unable to generate sufficient revenue through the operation, maintenance and management of the License Premises in compliance with this License Agreement to meet its obligations under and cover its operating expenses arising out of this License Agreement, it shall have the right to terminate this License Agreement by giving written notice to the Licensor specifying the effective date of termination, which shall not be less than one hundred and thirty-five (135) days from the date such notice is given.

3.3 (a) Should Licensee breach or fail to comply with any of the provisions of this License, or, to the extent required by this License, any federal, state or local law, rule,

regulation or order affecting the License or the Licensed Premises, Commissioner may in writing order Licensee to remedy such breach or to comply with such provision, law, rule, regulation or order, and in the event that Licensee fails to comply with such written notice within thirty (30) days from the mailing thereof, or such longer period required to cure such breach if Licensee has expeditiously commenced curing such breach and is diligently prosecuting such cure to completion, subject to unavoidable delays beyond reasonable control of Licensee, then this License shall immediately terminate upon the written notice of Commissioner to Licensee advising that the License is terminated. If said breach or failure to comply is corrected, and a repeated violation of the same provision, law, rule, regulation or order follows within one (1) year of the initial breach, other than nonmaterial breaches or omissions, Commissioner, by notice in writing, may revoke and terminate this License, such revocation and termination to be immediately effective on the mailing thereof.

(b) The following shall constitute events of default for which this License may be terminated on one (1) day notice: the appointment of any receiver of Licensee's assets; the making of a general assignment for the benefit of creditors; the occurrence of any act which operates to deprive Licensee permanently of the rights, powers and privileges necessary for the proper conduct and operation of the License; the levy of any attachment or execution which substantially interferes with Licensee's operations under this License and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty (60) days.

(c) Nothing contained in paragraphs (a) or (b) above shall be deemed to imply or be construed to limit the Commissioner's right to terminate this License pursuant to Section 3.2 hereof.

3.4 Upon expiration or sooner termination of this License by Commissioner, all rights of Licensee herein shall be forfeited without claim for loss, damages, refund of investment, or any other payment whatsoever against Commissioner, DHS, or City.

3.5 In the event Commissioner terminates this License for reasons related to Paragraphs 3.3 (a) or (b) above, any property of the Licensee on the Licensed Premises may be held and used by Commissioner in order to operate the License during the balance of the calendar year and may be held and used thereafter until all indebtedness of the Licensee hereunder, at the time of termination of this License, is paid in full.

3.6 Licensee agrees that upon the expiration or sooner termination of this License, it shall immediately cease all operations pursuant to this License and shall vacate the Licensed Premises without any further notice by City and without resort to any judicial proceeding by the City. Upon the expiration or sooner termination of this License, City reserves the right to take immediate possession of the Licensed Premises.

3.7 Licensee shall, on or prior to the expiration or sooner termination of this License, remove all personal possessions from the Licensed Premises (unless the Commissioner provides notice to the Licensee that Licensor intends to hold such property pursuant to Section 3.5), and leave the Licensed Premises in as good condition as at the Commencement Date, reasonable wear and tear excepted. Licensee acknowledges that any personal property remaining on the Licensed Premises after the expiration or sooner termination of this License is intended by Licensee to be abandoned, unless the Commissioner pursuant to Section 3.5

holds such property. Licensee shall remain liable to the City for any damages; including the cost of removal or disposal of property should Licensee fail to remove all possessions from the Licensed Premises on or before the expiration or termination date.

3.8 If this license is terminated as provided herein, and/or upon the expiration of the License, Licensors may, without notice, re-enter and repossess the licensed Premises using such force for that purpose as may be necessary without being liable to indictment, prosecution or damages therefore and may dispossess Licensee by summary proceedings or otherwise, without court order or other judicial approval.

3.9 If this license is terminated as provided in Section 3.3 hereof:

- (a) Licensee shall pay to Licensors all fees payable and all funds accrued in reserve under this License Agreement by Licensee to Licensors to the Termination Date or in the event of earlier termination, to the effective date of termination; and
- (b) Licensors may complete all repair, maintenance and construction work required to be performed by Licensee hereunder and may repair and alter any portion(s) of the Licensed Premises in such manner as Licensors, may deem necessary or advisable without relieving Licensee of any liability under this License Agreement or otherwise affecting any such liability, and/or relet the Licensed Premises or any portion thereof for the whole or any part of the remainder of the Term or for a longer period. Licensors shall in no way be responsible or liable for any failure to relet any portion(s) of the Licensed Premises or for any failure to collect any fees due on any such reletting, and no such failure to relet or to collect fees shall operate to relieve Licensee of any liability under this License Agreement or to otherwise affect any such liability.

3.10 No receipt of moneys by Licensors from Licensee after the termination of this License Agreement, or after the giving of any notice of the termination of this License Agreement shall reinstate, continue or extend the Term or affect any notice theretofore given to Licensee, or operate as a waiver of the right of Licensors to enforce the payment of fees payable by Licensee hereunder or thereafter falling due, or operate as a waiver of the right of Licensors to recover possession of the Licensed Premises by proper remedy. After the service of notice to terminate this License Agreement or the commencement of any suit or summary proceedings or after a final order or judgment for the possession of the Licensed Premises, Licensors may demand, receive and collect any moneys due or thereafter falling due without in any manner affecting the notice, proceeding, order, suit or judgment, all such moneys collected being deemed payments on account of the use and occupation of the Licensed Premises or, at the election of Licensors on account of Licensee's liability hereunder.

4. PAYMENT TO CITY

(a) Licensee acknowledges and agrees that Licensee shall, at its sole cost and expense, operate, manage and maintain the Licensed Premises. Except as specifically provided for in this License, the Licensors shall not contribute any funds for the operation, management or maintenance of the Licensed Premises. The Licensee shall annually reinvest in the Licensed Premises the greater of \$50,000 compounded annually at five percent (5%) or 20% of the total annual operating net revenue ("Reinvestment Fee"), except that excess

amounts contributed for any year may be credited against Licensee's obligations for future years. All Reinvestment Fees shall be paid into an interest bearing third party account, hereinafter referenced as the "Reinvestment Fund.", which shall allow DHS to review and access such account information. The Reinvestment Fund will be set up in a manner similar to "positive pay," which will be subject to DHS review and approval. Any utilization of the Reinvestment Fund is subject to the review and approval of Licensor, which approval shall not be unreasonably withheld or delayed. Licensee's operations and maintenance obligations required by Section 9 of this Agreement shall not be an allowed usage of the Reinvestment Fund, except that the Reinvestment Fund may be used by Licensee for (i) any required mechanical, electrical and plumbing work, (ii) any structural work, (iii) any work designed to ensure the safety and security of users of the Licensed Premises or (iv) any work to further membership and program satisfaction.

(b) Licensee shall begin paying the Reinvestment Fee into the Reinvestment Fund immediately. The first year's obligation shall be based on YMCA's operation of the Licensed Premises in the year immediately preceding the Notice to Proceed date for this Licensing Agreement.

(c) In the event of the suspension of this License for a period of time (which time shall be determined by Licensor based on all the relevant circumstances) due to circumstances beyond the control of Licensee, including, without limitation, acts of God, war, or enemies, or hostile government actions, revolutions, insurrection, riots, civil commotion, strikes, fire or other casualty, the minimum reinvestment fee shall be reduced on a pro rata basis.

4.2 On or before the thirtieth (30th) day following each month of each Operating Year, Licensee shall submit to Licensor, in a form reasonably satisfactory to Licensor, a statement of Revenues, signed and verified by an officer of Licensee, reporting any Revenues generated under this License Agreement during the preceding month. Licensee shall also submit a summary report of Revenues for each Operating Year within sixty (60) days of the end of each Operating Year of this License. Each of the reports referenced in the preceding two sentences shall report the Revenues generated at and realized from Licensee's operation of the Licensed Premises.

4.3 On or before the sixtieth (60th) day following each Operating Year, Licensee shall submit to Licensor an income and expense statement pertaining to operations under this License, signed and verified by an officer of Licensee. Licensor shall keep such statement confidential except as required by law or by a court of competent jurisdiction. Licensee shall simultaneously ensure that the Reinvestment Fee is paid into the Reinvestment Fund, which shall be shown on the income and expense statement mentioned above.

4.4 (a) Licensee, during the Term of this License, shall maintain adequate systems of internal control and shall keep complete and accurate records, books of account and data, including daily sales and receipts records, which shall show in detail the total business transacted by Licensee and the Revenues therefrom. Such books and records maintained pursuant to this License shall be conveniently segregated from other business matters of Licensee and shall include, but not be limited to: records of daily bank deposits of the entire receipts from transactions in, at, on or from the Licensed Premises; sales slips, daily dated

cash register receipts, sales books; duplicate bank deposit slips and bank statements.

(b) Licensee shall use such accounting and internal control methods and procedures and keep such additional books and records as may be acceptable to Licensor and/or the Comptroller, and Licensor and/or the Comptroller shall have the right to examine the record-keeping procedures of the Licensee prior to the commencement of the term of this License, and at any time thereafter, in order to assure that the procedures are adequate to reveal the true, correct and entire business conducted by the Licensee at the Licensed Premises. Licensee shall maintain each year's records, books of account and data for a minimum of six (6) years.

(c) The failure or refusal of the Licensee to furnish any of the statements required to be furnished under this Article within thirty (30) days after its due date, the failure or refusal of the Licensee to maintain adequate internal controls or to keep any of the records as required by this Article or the existence of any unexplained discrepancy in the amount of Revenues collected, as disclosed by audit conducted by Licensor or the Comptroller, of more than five percent (5%) in any two (2) out of three (3) consecutive months or more than ten percent (10%) in one (1) month, shall be presumed to be a failure to substantially comply with the terms and conditions of this License and a default hereunder, which shall entitle Licensor, at its option, to terminate this License in accordance with and subject to the terms of Section 3.3(a) provided that Licensee shall have the opportunity to contest such claimed discrepancy and shall not be deemed in default unless and until such discrepancy is confirmed through such contest, and provided further that an inadvertent error on the part of Licensee shall not be deemed a default if Licensee promptly accounts for the discrepancy in Revenues. In addition, the failure or refusal of Licensee to furnish the required statements, to keep the required records or to maintain adequate internal controls shall authorize Licensor or the Comptroller to make reasonable projections of the amount of Revenues which would have been disclosed had the required statements been furnished or the required records maintained, based upon such extrinsic factors as the auditors deem appropriate in making such projections.

4.5 Where provision is made herein for notice to be given in writing, the same shall be given by hand delivery or by mailing a copy of such notice by certified mail, return receipt requested, addressed to Commissioner or to the attention of Licensee at their respective addresses provided in this License, or to any other address that Licensee shall have filed with Commissioner.

5. RIGHT TO AUDIT

5.1 Licensor, the Comptroller and other duly authorized representatives of the City shall have the right, during business hours upon reasonable notice, to examine, audit or photocopy the records, books of account and data of the Licensee to verify Revenues as reported by the Licensee. Licensee shall also permit the inspection by Licensor, Comptroller or other duly authorized representatives of the City of any equipment used by Licensee, including, but not limited to, cash registers and recording machines, and all reports or data generated from or by the equipment. Licensee shall cooperate fully and assist Licensor, the Comptroller or any other duly authorized representative of the City in any examination or audit thereof. In the event that the Licensee's books and records, including supporting documentation, are situated at a location 50 miles or more from the City, the records shall be

brought to the City for examination and audit or, at Licensee's option, Licensee shall pay the food, board and travel costs incidental to two auditors representing the City, conducting such examination or audit at said location.

5.2 The failure or refusal of the Licensee to permit Licensors, the Comptroller or any other duly authorized representative of the City to audit and examine the Licensee's records, books of account and data or the interference in any way by the Licensee in such an audit or examination is presumed to be a failure to substantially comply with the terms and conditions of this License and a default hereunder which shall entitle Licensors to terminate this License, following the giving of notice and the expiration of applicable cure periods in accordance with Section 3.3(a) hereof.

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

6. [INTENTIONALLY DELETED]

7. UTILITIES

7.1 Licensors shall provide and pay for the following existing utilities: electricity, gas, heat, water and sewer charges. Licensee shall not undertake the installation of any new utility lines without first having obtained all necessary permits and approvals from Licensors and such other federal, state or City agencies or entities having jurisdiction over the construction and operation of the Licensed Premises. Licensors shall cooperate as may be necessary to facilitate Licensee obtaining necessary permits and approvals for such utility lines and for connecting any new services to existing utility lines, whether within or without the Licensed Premises. Licensors do not make representation or warranty that existing cables, lines, meters, or supplies of power are adequate for Licensee's needs or that any entity can or will make such service available.

7.2 Licensors, at its sole cost and expense, shall maintain and repair as needed all utility systems and connections, including but not limited to underground utility lines from the street to the Licensed Premises.

8. INFLAMMABLES

8.1 Licensee shall not use or permit the storage of any illuminating oils, oil lamps, turpentine, benzene, naphtha, or similar substances or explosives of any kind or any substances or items prohibited in the standard policies of insurance companies in the State of New York, except that the foregoing shall not be construed to prohibit the use of materials which are (a) customarily required for the maintenance or operation of the Licensed Premises and (b) stored and maintained in accordance with all applicable laws, so long as it abides by the local Fire Department of New York City codes, regulations and guidelines.

9. OPERATIONS

9.1 Licensee shall, at its sole cost and expense, perform the following services at the Licensed Premises:

(a) Continuously perform such ongoing and preventive maintenance activities necessary to maintain the Licensed Premises in good order and repair in accordance with Section 11 herein.

(b) Subject to Section 19.1, obtain and adhere to any and all necessary approvals, permits and licenses that may be required to operate the Licensed Premises in accordance with applicable rules, laws and regulations for the lawful operation and maintenance of this concession. Licenser agrees to use its reasonable efforts to assist Licensee by directing Licensee to appropriate governmental agencies having jurisdiction and by taking such other actions and cooperating with Licensee to obtain such approvals as may be reasonably necessary.

(c) Operate and maintain the Licensed Premises as a concession for the use and enjoyment for the general public in furtherance of Licensee's non-profit mission. Licensee shall submit to Licenser for its prior written approval, which approval shall not be unreasonably withheld or delayed, an annual operating plan, which shall include activities and programs available to the public, the hours and days of operation and fees charged to participate in the activities and programs. Attached hereto and made a part hereof as Exhibit B, is the annual operating plan for the first year of the License (which by its inclusion as part of this License has been approved by the Licenser). Licenser agrees that the operating plan for each subsequent year of the License shall likewise be in the form of Exhibit B, which is acceptable to the Licenser.

(d) Licensee shall establish and maintain a multi-lingual website consistent with applicable local law for the Licensed Premises on which it shall post the schedule for the Licensed Premises and information regarding hours, fees, events, programs and activities.

(e) Licensee shall maintain all equipment provided by the City at or after the commencement of this License (excluding (i) the property of the New York City Department of Education and (ii) equipment specifically overseen and maintained by the City). Licensee shall return the Licensed Premises and all associated equipment to Licenser at the expiration or earlier termination of this License in good operating condition, normal wear and tear excepted.

(f) Licensee shall maintain and operate Licensed Premises in good and safe condition and in accordance with industry standards.

(g) Licensee shall maintain and clean public restrooms in the Licensed Premises according to a schedule approved by the Licenser.

(h) Licensee shall keep all signs and indoor structures in good condition and free of graffiti.

(i) Licensee shall obtain Licenser's prior approval of any and all deliveries to the Licensed Premises that may interfere with the operation of the Shelter.

(j) Licensee shall comply with all City, state and federal laws relating to access for persons with disabilities. Licensee shall also comply with all City, state and federal requirements to provide safe and accessible recreational opportunities for everyone, including persons with disabilities. This accessibility shall be clearly indicated by signs and included in advertising by Licensee when practicable. Licensee shall include in its advertising and promotion program, provided for in Section 9.16 herein, a plan which describes how it intends to make the programs, services and activities provided at the Licensed Premises readily accessible and useable by individuals with disabilities. Such plan shall be in compliance with the applicable provisions of the Americans with Disabilities Act and any other similarly applicable legislation.

(k) The Licensee shall take all measures necessary to provide a safe environment for

the public at the Licensed Premises.

(l) The City will establish a community advisory board, the purpose of which shall be to recommend appropriate uses for the Licensed Premises and to convey concerns related to the operation of the Licensed Premises. The Licensee shall attend all community advisory board meetings as requested by the Licensor.

(m) Licensee accepts the Licensed Premises in their "as-is" condition, subject to the provisions of Section 19.1.

9.2 Licensee shall provide an adequate number of staff members possessing the requisite qualifications to conduct all its operations at the Licensed Premises seven days a week for such hours as are set forth in the approved operating plan or as the Commissioner shall otherwise reasonably approve. Licensee's employees at the Licensed Premises shall be qualified for their respective functions. Annexed hereto and made a part hereof as Exhibit C is the Schedule of Approved Hours and Fees for the 2026 Operating Year. Licensee shall notify Commissioner promptly of any permanent changes to said schedule. All operational plans, including delivery schedules, prices (and any subsequent increases) and hours of operation are subject to Licensor's reasonable approval.

9.3 (a) Licensee shall notify the Commissioner within five (5) business days whenever Licensee tentatively schedules any private use of the Licensed Premises (e.g., private parties) which would close the entire Licensed Premises to the general public. In no event shall Licensee close the entire Licensed Premises to conduct private activities during public hours of use except when such activities are specifically approved or sponsored by Licensor. Any closure of the entire Licensed Premises which Licensee seeks to schedule during public hours of use must be announced to the public, by posting notification of such closure, at the Licensed Premises at least two weeks in advance. In addition, Licensor may make use of the Licensed Premises, as provided in Section 15 herein.

(b) In the event of extreme weather conditions including heavy snowfall, hurricanes, or floods, which prohibit the use of the whole or a substantial part of the Licensed Premises for the purposes as provided in this License, Licensee may close the Licensed Premises. In the event of such a closing as provided in this Section 9.3(b), Licensee shall notify the Commissioner within at least twelve (12) hours of closing the Licensed Premises.

9.4 Licensee shall submit to Commissioner for Commissioner's approval, not less than sixty (60) days before the first day of each Operating Year, schedules for the coming Operating Year concerning operating days and hours, and proposed schedule of fees and rates for the services and products to be provided under this License during the forthcoming Operating Year. All charges and fees shall also be subject to the review and reasonable approval of the Commissioner. Commissioner hereby approves the operating days and hours, and schedule of fees and rates, set forth in the annual operating plan annexed as Exhibit B.

9.5 Licensee shall record all transactions involved in the operation of this License on cash registers and keep books and records as required by Section 4.5 of this License Agreement.

9.6 Licensee warrants that all services provided, merchandise sold and vending operations provided pursuant to this License shall be of high grade and good quality. All merchandise, supplies, and equipment to be sold at the Licensed Premises and the proposed

prices of those items are subject to Licensor's prior written approval. With respect to the sale of merchandise at the Licensed Premises, Licensee recognizes that the City is the trademark owner of various marks and has licensed the use of those trademarks for use on certain designated merchandise. If Licensee wants to sell merchandise that uses the City's trademarks, Licensee must purchase that merchandise from authorized licensees of the City. Licensor will not permit the sale of merchandise promoting musicians, entertainers, sports figures, cartoon characters, commercial products or non-park-related events. The knowing sale of counterfeit or unlicensed merchandise at the Licensed Premises will result in the immediate termination of this License Agreement.

9.7 An officer of the Licensee shall personally operate this License or employ an operations manager(s) ("Manager(s)") possessing appropriate qualifications and experience in the field of sports to manage operations at the Licensed Premises in a manner that is satisfactory to the Commissioner in Commissioner's reasonable discretion. The Manager must be available by telephone during all hours of operation and have a 24-hour pager or cellular telephone number through which Licensor may contact the Manager in event of an emergency. Licensee shall replace any Manager, employee, subcontractor or sub-licensee whenever reasonably demanded by Commissioner, provided that the Commissioner shall not act arbitrarily or capriciously in making such demand and provided further that any such actions shall be taken in accordance with the personnel procedures of Licensee.

9.8 Licensee shall provide equipment, which will provide security for all monies received. Licensee shall provide for the transfer of all monies collected to Licensee's banking institution. Licensee shall bear the loss of any lost, stolen, misappropriated or counterfeit monies derived from operations under this License.

9.9 Licensee shall, at its sole cost and expense, provide, hire, train, supervise, and be responsible for the acts of all personnel necessary for the proper operation of this License, including but not limited to:

- (a) collect and safeguard all monies generated under this License;

- (b) maintain the Licensed Premises;

- (c) conduct and supervise all activities to be engaged in at the Licensed Premises including but not limited to the provision of qualified food and guest service personnel and cashier(s); and

- (d) securing the Licensed Premises.

9.10 Licensee shall, at its sole cost and expense, provide any lighting, music, music programming and sound equipment which Licensee determines may be necessary or desirable for its operations under this License. Licensee shall operate and play such sound equipment and music in accordance with the Rules of the City of New York, Title 56 RCNY §1-05(d)(2), the Administrative Code of the City of New York, §24-201 et. seq. thereof, and only at a sound level acceptable to the Commissioner. Licensee shall be responsible for payment of any and all fees or royalties to ASCAP, BMI or such other entity as required by law for such music or music programming in connection with its operation of the Licensed Premises.

9.11 Installation of additional fixed lighting or fixed sound equipment by the Licensee on the Licensed Premises shall require the reasonable prior written approval of the Commissioner.

9.12 Licensee shall prepare and provide to Licensors operational status reports and reports of major accidents or unusual incidents occurring at the Licensed Premises, on a regular basis and in a format reasonably acceptable to the Commissioner. Licensee shall promptly notify Licensors, in writing, of any claim for injury, death, property damage or theft, which may be asserted against Licensee with respect to the Licensed Premises of which Licensee becomes aware. Licensee shall also designate a person to handle all such claims, including all claims for loss or damage (including all insured claims for loss or damage) pertaining to the operations of the Licensed Premises, and Licensee shall notify Licensors in writing as to said person's name and address.

9.13 Licensee shall promptly notify Licensors' personnel of any unusual conditions at the Licensed Premises that may develop in the course of the operation of this License of which Licensee becomes aware such as, but not limited to, fire, flood, casualty and substantial damage of any character.

9.14 Licensee shall comply with all New York City Department of Environmental Protection (DEP) directives during City drought restrictions.

9.15 Licensee shall report illegal activity on the Licensed Premises to Licensors, NYPD, or other police officials immediately upon Licensee becoming aware of such activity.

9.16 (a) Licensee may establish an advertising and promotion program for the Licensed Premises, subject to Licensors' prior written approval; however Licensee shall not place any advertisements on the exterior of the Licensed Premises or on any building. Licensee shall have the right to print or to arrange for the printing of programs for events containing any advertising matter except advertising matter which contains tobacco, non-tobacco smoking product, electronic cigarette or alcoholic beverage advertising, which is false or misleading, which promotes unlawful or illegal goods, services or activities, or which is otherwise unlawful, including but not limited to advertising that constitutes the public display of offensive sexual material in violation of Penal Law Section 245.11. Licensee may release news items to the media as it sees fit. If the Commissioner in Commissioner's reasonable discretion, however, finds any releases to be unacceptable, then Licensee shall cease or alter such releases as reasonably directed.

(b) Licensee may, subject to the prior reasonable approval of the Commissioner as to design and distribution, such approval not to be unreasonably withheld or delayed, print or arrange for the printing of advertising, signs, programs or brochures containing advertising matter, except advertising matter which contains tobacco, non-tobacco smoking product, electronic cigarette or alcoholic beverage advertising, which is false or misleading, which promotes unlawful or illegal goods, services or activities, or which is otherwise unlawful, including but not limited to advertising that constitutes the public display of offensive sexual material in violation of Penal Law Section 245.11. Any business or trade name which Licensee proposes to use in identifying the Licensed Premises or any part of the Licensed

Premises shall be subject to the prior written approval of the Commissioner.

(c) Licensors reserves the right to place advertising at the Licensed Premises, at any time during the Term of this License, at locations which do not interfere with operations at the Licensed Premises determined through consultation with the Licensee, provided that such advertising is consistent with the values and mission of, and does not adversely affect the reputation of, Licensee.

(d) Under no circumstances shall Licensee be permitted to place advertisements on the exterior of its concession area or on any building or structure on the Licensed Premises. Licensee shall not advertise any product brands without Licensors prior approval. The Licensee is prohibited from placing or permitting the placement of advertisements in the Licensed Premises without the prior written approval of Licensors. The display or placement of tobacco advertising shall not be permitted. The advertising of alcoholic beverages shall not be permitted within 250 feet of any school, day care center, or house of worship. In the event advertising is allowed, the following standards will apply: Any type of advertising which is false or misleading, which promotes unlawful or illegal goods, services or activities, or which is otherwise unlawful or obscene as determined by Licensors, including but not limited to advertising that constitutes the public display of offensive sexual material in violation of Penal Law Section 245.11, shall also be prohibited. Any such prohibited material displayed or placed shall be immediately removed by the Licensee upon notice from Licensors. Any sign posted at the Licensed Premises, or any advertisement used in connection with such facility, shall be subject to the approval of the Commissioner (which shall not be unreasonably withheld), shall be appropriately located, and shall state that the Licensed Premises are New York City Department of Homeless Services concessions operated by the Licensee. A sample of each new sign and/or advertisement shall be sent for Licensors approval to Commissioner, provided that in the event Licensee submits any sign and/or advertisement to the Commissioner for his approval hereunder, such sign and/or advertisement shall be deemed accepted if, within ten days of its receipt by the Commissioner, the Commissioner does not reject it by sending Licensee written notice detailing the reasons for the rejection. Licensors agrees that Licensee may advertise its own programs at the Licensed Premises in accordance with the standards of this paragraph 9.16

9.17 (a) Licensee shall display at the Licensed Premises, in an appropriate manner, all permits and licenses required to operate the Licensed Premises.

(b) Any sign posted by Licensee on the Licensed Premises, or any advertisement used in connection with such facility, shall be subject to the prior written approval of the Commissioner (not to be unreasonably withheld or delayed), shall be appropriately located, and shall state that the Licensed Premises is a New York City municipal concession operated by Licensee. In addition, Licensee may display signage for the purpose of advertising upcoming events at the Licensed Premises, the design, location, size and type of which shall be aesthetically appropriate and subject to the reasonable approval of Licensors and where appropriate, the NYC Art Commission. The Licensee shall have the right to place a YMCA banner on the exterior of the facility in keeping with all requirements listed above.

9.18 Licensee shall at its sole cost and expense post throughout the Licensed Premises such signs as Licensee determines are necessary to direct patrons to its services and facilities. It is expressly understood that if Licensee contemplates placing any signs off-site, such as on

nearby highways or streets, it shall be Licensee's responsibility to obtain any necessary approvals or permits from any governmental agency having jurisdiction over such highways, streets or locations. The design and content of all such signs, as well as any other signs which Licensee desires to place or permit to be placed on the Licensed Premises, are subject to Commissioner's reasonable prior approval.

9.19 The sale or advertising of cigarettes, cigars or any other tobacco or non-tobacco smoking product is strictly prohibited. In addition, smoking in any building is strictly prohibited and the Licensee shall adhere to and enforce this policy.

9.20 The sale of beverages from glass bottles at the Licensed Premises is strictly prohibited. All beverages shall be decanted into non-glass, shatter-proof containers before being served. Single-use plastic beverage bottles as defined herein will also be prohibited for sale at the Licensed Premises. Plastic bottle alternatives, such as aluminum or boxed beverages, are permitted. Single-use plastic beverage bottles are defined as a drink, such as water, in a sealed rigid plastic bottle having a capacity of 21 fluid ounces or less. Also, the use of polystyrene packaging or food containers is prohibited.

9.21 Licensee may sell food and beverages at the Licensed Premises and may sell such food and beverages via vending machines, the number and placement of which shall be approved by Licensor. However, beer and wine may be sold at the Licensed Premises only during Licensor approved events and not during School Hours reserved by DOE. The Licensee shall be responsible for obtaining both a proper license from the New York State Liquor Authority and prior written consent from Licensor.

10. IMPROVEMENT AND/OR CORRECTION IN OPERATIONS

10.1 Should the Commissioner reasonably decide that Licensee is not operating the Licensed Premises in a manner consistent with a typical indoor athletic facility and community center in the same segment of the market, Commissioner may in writing order Licensee to improve operations or correct such conditions as Commissioner may reasonably deem unsatisfactory. Licensee's failure to comply with such written notice or to respond in a manner satisfactory to Commissioner within thirty (30) days from the mailing of said notice shall be deemed a default under this License, and Commissioner may terminate this License in accordance with Section 3.3(a) hereof.

10.2 Notwithstanding anything to the contrary, should Commissioner, in Commissioner's reasonable judgment, decide that an unsafe or emergency condition exists on the Licensed Premises, after written notification, Licensee shall have twenty-four (24) hours to correct such unsafe or emergency condition. If such unsafe or emergency condition cannot be corrected within said period of time, the Licensee shall notify the Commissioner in writing and indicate the period within such condition shall be corrected. Commissioner, in Commissioner's sole discretion, may extend such period of time in order to permit Licensee to cure, under such terms and conditions as appropriate.

11. MAINTENANCE, SANITATION, AND REPAIRS

11.1 Except for the Licensor's obligations set forth herein, the Licensee shall to the reasonable satisfaction of Commissioner, make all needed non-structural repairs to the

Licensed Premises, whether major or minor, and maintain the interior of the Licensed Premises components, including, but not limited to, general plumbing, carpentry, electric, windows, tile repairs, locks and masonry and all non-structural repairs. Though responsible for making all non-structural repairs, the Licensee shall only be responsible for paying the first \$175,000 in non-structural repairs incurred during an Operating Year. The Licensor shall work with Licensee to ensure completion of non-structural repairs which exceed \$175,000 in an Operating Year, including but not limited to Licensor utilizing its own forces, reimbursing Licensee for costs, or utilizing the Reinvestment Fund. The Licensee shall obtain the Licensor's prior approval (which approval shall not be unreasonably withheld or delayed) before making any non-structural repair(s) that exceed \$250,000 in an Operating Year. In the event Licensee has any Revenue in excess of expenses incurred by Licensee in furtherance of this License, including all costs of operating, maintaining and managing the Licensed Premises (collectively, "Operating Expenses"), the Licensee shall first use such excess monies to reimburse the Licensor for any monies the Licensor paid the Licensee in accordance with this article 11.1.

11.2 Licensee shall at all times keep the Licensed Premises clean, litter-free, neat and, with respect to any food service operations, fumigated, disinfected, deodorized and in every respect sanitary. Licensee shall provide regular cleaning and maintenance services for the Licensed Premises (up to and including the perimeter of the Licensed Premises), and collect and remove all litter, debris and garbage therefrom. Licensee shall provide for the regular cleaning and maintenance of the perimeter of the Licensed Premises including but not limited to the timely removal of all litter and debris and garbage, perimeter sidewalk and perimeter fence maintenance and repair. Licensee shall repair and maintain in good working order any and all equipment installed at the Licensed Premises necessary for the proper operation of this License.

Licensor shall maintain the building systems and make all structural and capital eligible repairs, unless the City elects to perform such repairs utilizing the Reinvestment Fund. For purposes of this License capital eligible repairs shall be those individual repairs that exceed \$35,000.

11.3 All such maintenance shall be performed by Licensee in a good and worker-like manner. No later than thirty (30) days before the end of each Operating Year, Licensee shall conduct a site inspection at the Licensed Premises with a representative of Licensor. Such inspection shall assess the condition of the Licensed Premises and all Fixed Equipment therein, and, on the basis of such inspection, Licensor and Licensee shall endeavor to agree upon a maintenance plan for the forthcoming Operating Year, setting forth the nature and extent of any (a) repairs to be performed by Licensee including the estimated amount of any reimbursement to be made by Licensor pursuant to Section 11.1, and (b) structural and capital eligible repairs to be made by Licensor.

11.4 (a) Licensee shall provide adequate waste receptacles at the Licensed Premises. All waste, garbage, refuse, rubbish and litter which collect upon the Licensed Premises and surrounding areas affected by Licensee's operations without regard for its source, shall be collected, recycled if possible, and bagged by the Licensee for removal by the New York City Department of Sanitation. In performing its duties under this section, Licensee shall comply with all applicable ordinances and programs of the City, state, and federal governments.

Licensee shall clean the Licensed Premises and the sidewalk surrounding the Licensed Premises.

(b) Licensee will provide separate receptacles for recyclable items, and shall conform to all New York City, New York State and federal recycling laws as the same may exist from time-to- time.

11.5 At the expiration or sooner termination of this License, Licensee shall turn over the Licensed Premises to Licensors in a well-maintained state, in good repair, ordinary wear and tear excepted. The condition of the Licensed Premises at the Commencement Date shall be considered acceptable.

11.6 The Licensors shall remove any and all graffiti on the outside of the Licensed Premises and shall keep all signs and structures in good condition, as described in this License Agreement and free of graffiti. The Licensee shall notify the Licensors once it becomes aware of the graffiti.

11.7 Under no condition shall Licensee remove, replant, move, prune, or cut-back any tree, living or dead, in conjunction with Licensee's Capital Improvements, or with any other of Licensee's rights or duties under this License, without the express written permission of Licensors.

11.8 Licensee shall be responsible for regular pest control inspections and extermination. To the extent Licensee applies pesticides to any property owned or leased by the City, Licensee or any subcontractor hired by Licensee, shall comply with Chapter 12 of Title 17 of the New York City Administrative Code and limit the environmental impact of its pesticide use.

11.9 In the event the Commissioner requires or directs Licensee to undertake any routine maintenance or repair in order to operate and maintain the Licensed Premises in accordance with Section 11 and Section 12 of this License Agreement, Licensee shall promptly, and in any event within forty-eight (48) hours from the time of written notification by the Commissioner (provided that such maintenance or repair is capable of being completed ~~in~~ such time period) undertake and complete such maintenance or repair. In the event such maintenance or repair may not be completed within such time period, Licensee shall diligently prosecute to completion such maintenance or repairs, subject to unavoidable delays beyond reasonable control of Licensee. Any extension of time for the completion of such maintenance or repair shall be granted at the reasonable discretion of Commissioner. If Licensee fails to complete such routine maintenance or repair within such time period, Licensee shall pay liquidated damages of two hundred fifty dollars (\$250.00) for each day such routine maintenance or repair is not completed.

11.10 In the event that Licensors or the City fails to (a) reimburse Licensee for amounts due and owing to Licensee pursuant to Section 11.1 or (b) perform any structural or capital eligible repairs required to be performed by Licensors within forty-five (45) days of notice by Licensee of the need for reimbursement or structural or capital eligible repairs and, in either case, such failure adversely affects Licensee's ability to provide services and operate programs at the Licensed Premises on an economic basis, Licensee shall have the right to terminate this License Agreement upon ninety (90) days' prior written notice to Licensors, in

which event, upon the effective date of such termination, Licensee shall have no further obligation to Licenser to provide services and operate programs at the Licensed Premises.

12. EQUIPMENT

12.1 Licensee shall, at its sole cost and expense and to the satisfaction of Commissioner, provide, and replace if necessary, all equipment necessary for the operation of this License, and (subject to the terms of this License) put, keep, repair, preserve and maintain in good order all equipment found on, placed in, installed in or affixed to the Licensed Premises.

12.2 Commissioner represents that City has title to all Fixed Equipment. Licensee shall have the use of all Fixed Equipment located on the Licensed Premises.

12.3 Title to any Additional Fixed Equipment, and to all construction, renovation, or improvements made to the Licensed Premises shall vest in and belong to the City at the City's option, which option may be exercised at any time after the substantial completion of the affixing of said equipment or the substantial completion of such construction, renovation or improvement. To the extent City chooses not to exercise such option it shall be the responsibility of Licensee to remove such items at its sole cost and expense after the expiration or sooner termination of this License.

12.4 Licensee must acquire, replace, install or affix, at its sole cost and expense, any equipment, materials and supplies required for the proper operation of Licensed Premises as described herein or as reasonably required by Commissioner.

13. EXPENDABLE OR PERSONAL EQUIPMENT

13.1 Licensee shall supply at its own cost and expense all Expendable or Personal Equipment required for the proper operation of this License, and replace same at its own cost and expense when requested by Commissioner.

13.2 Title to all Expendable or Personal Equipment obtained by Licensee shall remain in Licensee and such equipment shall be removed by Licensee at the termination or expiration of this License. In the event such equipment remains in the Licensed Premises following such termination or expiration, Commissioner may treat such property as abandoned and charge all costs and expenses incurred in the removal thereof to Licensee.

13.3 The Equipment to be removed by Licensee pursuant to Section 13.2 above, shall be removed from the Licensed Premises in such a way as shall cause no damage to the Licensed Premises. Notwithstanding its vacating and surrender of the Licensed Premises, Licensee shall remain liable to City for any damage it may have caused to the Licensed Premises.

14. EQUIPMENT AND CONDITION UPON SURRENDER

14.1 Licensee, at its sole cost and expense and to the satisfaction of the Commissioner, shall put, keep, repair, and preserve in good order the Licensed Premises, which shall include Fixed and Additional Fixed Equipment.

14.2 Notwithstanding the foregoing, at the expiration or sooner termination of this License, Licensee shall surrender the Licensed Premises, and the Fixed and Additional Fixed Equipment to which City holds title, in at least as good a condition as said Licensed Premises, and the Fixed and Additional Fixed Equipment were found by Licensee, reasonable wear and tear excepted.

14.3 Licensee acknowledges that it is acquiring a license to use the Licensed Premises and Fixed Equipment thereon solely on reliance on its own investigation, and that subject to Section 19.1 hereof, (a) that no representations, warranties or statements have been made by the City concerning the fitness thereof, and (b) by taking possession of the Licensed Premises and Fixed Equipment, Licensee accepts them in their present condition "as is."

15. RESERVATION FOR CITY SPECIAL EVENTS

15.1 Licensee acknowledges that Licensor may arrange for Special Events at the Licensed Premises, at no cost to the Licensor. The number of Special Events requested by the Licensor shall not exceed twelve events in an Operating Year. Licensor agrees to notify Licensee at least thirty (30) days in advance of any such Special Event. Licensee and Licensor agree to work cooperatively and in good faith in scheduling Special Events. Any Special Event shall be coordinated with the operations of Licensee. In the event that Licensee incurs additional costs as a result of any Special Events arranged by Licensor at the Licensed Premises, including, but not limited to additional maintenance, utility and security costs, such additional costs shall be paid or reimbursed to Licensee by Licensor.

15.2 In the event the Mayor declares a State of Emergency the Licensor may re-occupy the Licensed Premises, at its own cost and expense, for the duration of the Emergency. The Licensor shall be responsible for removing and/or protecting any equipment and returning the Licensed Premises to the condition existing prior to the Declaration Emergency.

15.3 Licensor agrees to notify any third party operator or sponsor of Special Events of Licensee's access rights to the Licensed Premises and to provide same with the name and telephone number of Licensee's Manager.

16. PROHIBITION AGAINST TRANSFER

16.1 Subject to Sections 17.3 and 17.4 below, Licensee shall not sell, transfer, assign, sublicense or encumber in any way this License hereby granted, a majority of the shares of Licensee, or any equipment owned by City as provided herein, or any interest therein, or consent, allow or permit any other person or party to license any part of the Licensed Premises, building, space or facilities covered by this License, nor shall this License be transferred by operation of law, unless reasonably approved in advance in writing by Commissioner, it being the purpose of this License Agreement to grant this License solely to Licensee herein named.

17. ASSIGNMENTS AND SUBLICENSES

17.1 Licensee may assign or sublicense its interest in whole or in part in this License provided that Licensee obtains the Commissioner's prior written approval (which approval shall not be unreasonably withheld or delayed), as follows:

17.2 No assignment or other transfer of any interest in this License Agreement shall be permitted which, alone or in combination with other prior or simultaneous transfers or assignments, would have the effect of changing the ownership or control, whether direct or indirect, of more than forty-nine percent of stock or voting control of Licensee in the Licensed Premises without the reasonable prior written consent of Commissioner. In connection with such a request, Licensee shall present to Commissioner the assignment or sublicense agreement for approval, together with any and all information as may be required by the City for such approval including a statement prepared by a certified public accountant indicating that the proposed assignee or sub licensee has a financial net worth reasonably acceptable to the Commissioner together with a certification that it shall provide management control reasonably acceptable to the Commissioner for the management and operation of the Licensed Premises.

17.3 As used in this Section 17 the term "assignment" shall be deemed to include any direct or indirect assignment, sublet, sale, pledge of this License, mortgage of this License, transfer of or change in more than 49% in stock or voting control of the Licensee, including any transfer by operation of law. No sale or transfer of the stock owned by Licensee or its nominee may be made under any circumstance if such sale will result in a change of control violative of the intent of this Section.

17.4 Should Licensee choose to assign or sublicense the management and operation of any element of the Licensed Premises to another party, Licensee shall seek the approval of the Commissioner by submitting a written request including proposed assignment documents as provided above. The Commissioner may request any additional information Commissioner deems necessary and Licensee shall promptly comply with such requests.

17.5 No consent to or approval of any assignment or sub licensee granted pursuant to this Section 17 shall constitute consent to or approval of any subsequent assignment or sublicense. Failure to comply with this provision shall cause the immediate termination of this License.

18. ALTERATIONS

18.1 (a) "Alteration" shall mean (excepting ordinary repair and maintenance):

(i) any restoration (to original premises or in the event of fire or other cause), rehabilitation, modification, addition or improvement to Licensed Premises; or

(ii) any work affecting the plumbing, heating, electrical, water, mechanical, ventilating or other systems of Licensed Premises.

(b) Licensee may alter Licensed Premises only in accordance with the requirements of subsection (c) of this Section. Alterations shall become property of City upon their attachment, installation or affixing.

(c) In order to alter Licensed Premises pursuant to subsection (b) of this Section, Licensee

must:

(i) Obtain Commissioner's prior written approval (which shall not be unreasonably withheld or delayed) for whatever designs, plans, specifications, cost estimates, agreements and contractual understandings that may pertain to contemplated purchases and/or work;

(ii) insure that work performed and alterations made on Licensed Premises are undertaken and completed in accordance with submissions approved pursuant to section (i) of this Article, in a good and workmanlike manner, and within a reasonable time; and

(iii) notify Commissioner of completion of, and the making final payment for, any alteration within ten days after the occurrence of said completion or final payment

(d) Commissioner may, in Commissioner's sole discretion, make repairs, alterations, decorations, additions or improvements to Licensed Premises at the City's expense, but nothing herein shall be deemed to obligate or require Commissioner to make any repairs, alterations, decorations, additions, or improvements, nor shall this provision in any way affect or impair Licensee's obligations herein or operations hereunder in any respect. Licensors shall use its best efforts to give Licensee at least fourteen days' prior written notice of any such work and not to interfere substantially with Licensee's operations or use of the Licensed Premises. Licensors shall use its reasonable efforts to perform such work in a way which minimizes interference with Licensee's operations at the Licensed Premises.

18.2 Licensors reserves the right to perform construction or maintenance work in its reasonable discretion at the Licensed Premises at any time during the term of this License. Licensee agrees to cooperate with Licensors, to accommodate any such work by Licensors and provide public and construction access through the Licensed Premises as deemed necessary by the Commissioner. Licensors shall use its best efforts to give Licensee at least fourteen days' prior written notice of any such work and not to interfere substantially with Licensee's operations or use of the Licensed Premises. Licensors shall use its reasonable efforts to perform such work in a way which minimizes interference with Licensee's operations at the Licensed Premises. Licensors may temporarily close a part or all of the Licensed Premises for a City purpose as reasonably determined by the City. In the event that Licensee must close all or a portion of the Licensed Premises for such city purpose, then Licensee may propose and submit for the City's reasonable approval a plan to equitably address the impact of the closure. Licensee shall be responsible for security of all Licensee's property on the Licensed Premises at all times.

19. COMPLIANCE WITH LAWS

19.1 Licensors represents to Licensee that the occupancy and use of the Licensed Premises and Fixed Equipment for the purposes contemplated by this License Agreement is permitted by all applicable laws and Licensors agrees to deliver to Licensee a copy of the current Building Use Letter for the Licensed Premises, and any other licenses and permits, applicable to the Licensed Premises.

19.2 Subject to Section 19.1, Licensee shall comply with and cause its employees and agents to comply with all laws, rules, regulations and orders now or hereafter prescribed by

Commissioner, and to comply with all laws, rules, regulations and orders of any City, state or federal agency or governmental entity having jurisdiction over operations of the License and the Licensed Premises and/or Licensee's use and occupation thereof.

19.3 Licensee shall not use the Licensed Premises, or any portion thereof, and Licensee shall use diligent efforts not to allow the Licensed Premises, or any portion thereof to be used or occupied for any unlawful purpose or in any manner violative of a certificate pertaining to occupancy or use during the Term of this License.

20. NON-DISCRIMINATION

20.1 With respect to all employment decisions, Licensee shall not unlawfully discriminate against any employee or applicant for employment because of race, creed, color, national origin, age, sex, handicap, marital status, or sexual orientation.

20.2 All advertising for employment shall indicate that Licensee is an Equal Opportunity Employer.

21. NO WAIVER OF RIGHTS

21.1 No acceptance by Commissioner of any compensation, fees, penalty sums, charges or other payments in whole or in part for any periods after a default of any terms and conditions herein and the expiration of applicable cure periods shall be deemed a waiver of any right on the part of Commissioner to terminate this License. No waiver by Commissioner of any default on the part of Licensee in performance of any of the terms and conditions herein shall be construed to be a waiver of any other or subsequent default in the performance of any of the said terms and conditions.

22. INDEMNIFICATION

22.1 (a) To the fullest extent permitted by law, Licensee shall defend, indemnify and hold the City and its officials and employees (the "Indemnitees") harmless against any and all claims, liens, demands, judgments, settlements, loss, liability, obligations, fines, damages, penalties, claims, costs, charges, or expenses of whatever kind or nature (including, without limitation, reasonable attorneys' fees and disbursements) arising out of or related to any of the operations of Licensee under this License (regardless of whether or not the Licensee itself has been negligent) and/or the Licensee's failure to comply with the law or with any of the requirements of this License. Insofar as the facts or law relating to any of the foregoing would preclude the City or its officials and employees from being completely indemnified by the Licensee, the City and its officials and employees shall be partially indemnified by the Licensee to the fullest extent permitted by law. The foregoing indemnity shall not, however, apply to the gross negligence, willful misconduct, or intentionally tortious acts of any of the Indemnitees.

(b) Licensee's duty to defend, indemnify and hold the City, its agents and employees harmless, as provided in this Section 22, shall not be abrogated, diminished or otherwise affected by Licensee's further duty to procure and maintain insurance pursuant to the provisions of Section 24 hereof, nor

adversely affected by any failure on the part of the City or its officials and employees to avail themselves of the benefits of such insurance, and shall survive the expiration or sooner termination of this License.

22.2 Licensee assumes all risk in the operation of this License. Licensee shall be solely responsible for the safety and protection of its employees, agents, servants, sublicensees, contractors, and subcontractors, and for the safety and protection of the employees, agents, or servants of its contractors, sublicensees, or subcontractors. Licensee shall be solely responsible for taking all reasonable precautions to protect the persons and property of the City or others from damage, loss or injury resulting from any and all operations of Licensee under this License. Licensee shall be solely responsible for injuries to any and all persons, including death, and damage to any and all property arising out of or related to its operations under this License, whether or not due to the negligence of the Licensee, including but not limited to injuries or damages resulting from the acts or omissions of any of its employees, agents, servants, sublicensees, contractors, subcontractors, or any other person. Licensee shall use the Premises in compliance with, and shall not cause or permit the Premises to be used in violation of, any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adapted in the future which are or become applicable to the Licensee or the Premises (collectively "Environmental Laws"). Except as may be agreed by the City as part of this License, Licensee shall not cause or permit, or allow any of the Licensee's personnel to cause or permit, any Hazardous Materials to be brought upon, stored, used, generated, treated or disposed of on the Premises. As used herein, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects.

23. WAIVER OF COMPENSATION

23.1 Licensee hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defects, including, but not limited to, deficiency or impairment of the water supply system, gas mains, electrical apparatus or wires furnished for the Licensed Premises, or by reason of any loss of any gas supply, water supply, heat or current which may occur from time to time, or for any loss resulting from fire, water, windstorm, tornado, explosion, civil commotion, strike or riot, and Licensee hereby expressly releases and discharges Commissioner, Commissioner's agents, and City from any and all demands, claims, actions, and causes of action arising from any of the causes aforesaid.

23.2 Licensee further expressly waives any and all claims for compensation, loss of profit, or refund of its investment, if any, or any other payment whatsoever, in the event this License is terminated by Commissioner sooner than the fixed term because the Licensed Premises are required for any park or other public purpose, or because the License was terminated or revoked for any reason as provided herein.

24. INSURANCE

24.1 Licensee's Obligation to Insure

- (a) From the date this License is executed through the date of its expiration or termination, the

Licensee shall ensure that the types of insurance indicated in this Article are obtained and remain in force, and that such insurance adheres to all requirements herein. The City may require other types of insurance and/or higher liability limits and other terms if, in the reasonable opinion of the Commissioner, (i) Licensee's operations warrant such other types of insurance and/or higher liability limits and (ii) such other other types of insurance and/or higher limits are generally being maintained by other parties with respect to operations similar in nature to the operations under this License.

- (b) The Licensee is authorized to undertake or maintain operations under this License only during the effective period of all required coverage.

24.2 Commercial General Liability Insurance

- (a) Licensee shall maintain Commercial General Liability insurance in the amount of at least Three Million Dollars (\$3,000,000) per occurrence for bodily injury (including death) and property damage, and One Million Dollars (\$1,000,000) for personal and advertising injury. In the event such insurance contains an aggregate limit, the aggregate shall apply on a per-location basis applicable to the Premises and such per-location aggregate shall be at least Three Million Dollars (\$3,000,000). Licensee shall maintain coverage for products/completed operations in the amount of Three Million Dollars (\$3,000,000). This insurance shall protect the insureds from claims that may arise from any of the operations under this License. Coverage shall be at least as broad as that provided by the most recently issued Insurance Services Office ("ISO") Form CG 00 01, shall contain no exclusions other than as required by law or as approved by the Commissioner, and shall be "occurrence" based rather than "claims-made."
- (b) Such Commercial General Liability insurance shall name the City, together with its officials and employees, as an Additional Insured for claims that may arise from any of the operations of Licensee under this License. Coverage shall be at least as broad as the most recent edition of ISO Form CG 20 26 and CG 20 37, and the limits for the City shall be no lower than Licensee's. "Blanket" or other forms are also acceptable if they provide the City, together with its officials and employees, with coverage at least as broad as ISO Form CG 20 26 and CG 20 37.

24.3 Workers' Compensation, Employers Liability, and Disability Benefits Insurance

The Licensee shall maintain, or for workers not directly employed by Licensee cause to be maintained, Workers' Compensation insurance, Employers Liability insurance, and Disability Benefits insurance on behalf of, or with regard to, all employees involved in the Licensee's operations under this License, and such insurance shall comply with the laws of the State of New York.

24.4 Commercial Automobile Liability Insurance

With regard to all operations under this License, the Licensee shall maintain or cause to be maintained Commercial Automobile Liability insurance in the amount of at least One Million Dollars (\$1,000,000) for each accident (combined single limit) for liability arising out of the ownership, maintenance or use of any owned, non-owned or hired vehicles. Coverage shall

be at least as broad as the latest edition of ISO Form CA 00 01. If vehicles are used for transporting hazardous materials, such Commercial Automobile Liability insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS-90.

24.5 Property Insurance

- (a) Licensee shall maintain comprehensive, broad-form property insurance (such as an “All Risk” policy) covering all structures, equipment and fixtures which are part of, or are located within, the Licensed Premises (“Concession Structures”), whether existing at the beginning of this License or built at any time before its expiration or termination. Such insurance shall provide full Replacement Cost coverage for the Concession Structures (without depreciation or obsolescence clause) and (to the extent available on a commercially reasonable basis and subject to appropriate sub-limits) shall include, without limitation, coverage for loss or damage by acts of terrorism, water (other than flood-related), wind and subsidence due to earthquake. Such insurance shall be “occurrence” (rather than “claims-made”) based and shall designate the Licensee as Named Insured and Loss Payee and the City as Additional Insured and Loss Payee as its interests may appear.
- (b) The limit of such property insurance shall be no less than the full Replacement Cost of all Concession Structures, including, without limitation, but subject to appropriate sub-limits, the costs of post-casualty debris removal and soft costs, to the extent that such costs can be covered by an “all risk” or “special perils form” insurance policy.
- (c) In the event of any loss to any of the Concession Structures, the Licensee shall provide the insurance company that issued such property insurance with prompt, complete and timely notice, and simultaneously provide the Commissioner with a copy of such notice. With regard to any Concession Structure that the City owns or in which the City has an interest, the Licensee shall also take all appropriate actions to adjust such claim in a timely manner.

24.6 Liquor Law Liability Insurance

In the event the Licensee or any sublicensee or contractor shall serve alcohol on the Premises, the Licensee shall carry or cause to be carried liquor law liability insurance in an amount not less than Five Million Dollars (\$5,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, and name the City, together with its officials and employees, as additional insured. Such insurance shall be effective prior to the commencement of any such service of alcohol and continue throughout such service. The Commissioner may increase or decrease the limit(s) if the Commissioner reasonably believes that the nature of such operations merits an increase or decrease.

24.7 General Requirements for Insurance Coverage and Policies

Policies of insurance required under this Article shall be provided by companies that may lawfully issue such policy and have an A.M. Best rating of at least A- / “VII” or a Standard and Poor’s rating of at least A, unless prior written approval is obtained from the Commissioner.

- B. Policies of insurance required under this Article shall be primary and non-contributing to any

insurance or self-insurance maintained by the City.

C. Wherever this Article requires that insurance coverage be “at least as broad” as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that the Licensee can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.

D. There shall be no self-insurance program or self-insured retention with regard to any insurance required under this Article unless approved in writing by the Commissioner. Under no circumstances shall the City be responsible for the payment of any self-insured retention (or any other aspect of a self-insurance program). Further, the Licensee shall ensure that any such self-insurance program provides the City with all rights that would be provided by traditional insurance under this Article, including but not limited to the defense and indemnification obligations that insurers are required to undertake in liability policies.

E. The City’s limits of coverage for all types of insurance required under this Article shall be the greater of (i) the minimum limits set forth in this Article or (ii) the limits provided to the Licensee under all primary, excess and umbrella policies covering operations under this License.

F. All required policies, except for Workers’ Compensation insurance, Employers Liability insurance, and Disability Benefits insurance, shall contain an endorsement requiring that the issuing insurance company endeavor to provide the City with advance written notice in the event such policy is to expire or be cancelled or terminated for any reason, and to mail such notice to both the Commissioner, Attn: ACCO Office, 150 Greenwich Street, 37th Floor, New York, N.Y. 10007 and the New York City Comptroller, Attn: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, New York 10007. Such notice is to be sent at least (30) days before the expiration, cancellation or termination date, except in cases of non-payment, where at least ten (10) days written notice would be provided.

G. All required policies, except Workers’ Compensation, Employers Liability, Disability Benefits, shall include a waiver of the right of subrogation with respect to all insureds and loss payees named therein.

24.8 Proof of Insurance

Certificates of Insurance for all insurance required in this Article must be submitted to and accepted by the Commissioner prior to or upon execution of this License.

B. For Workers’ Compensation, Employers Liability Insurance, Disability Benefits insurance policies, the Licensee shall submit one of the following: C-105.2 Certificate of Worker’s Compensation Insurance; U-26.3 -- State Insurance Fund Certificate of Workers’ Compensation Insurance; Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers’ Compensation Board; or other proof of insurance in a form acceptable to the City. ACORD forms are not acceptable proof of workers’ compensation coverage.

C. For all insurance required under this Article other than Workers’ Compensation, Employers Liability and Disability Benefits, the Licensee shall submit one or more Certificates of Insurance in a form acceptable to the Commissioner. All such Certificates of Insurance shall (a) certify the issuance and effectiveness of such policies of insurance, each with the specified minimum limits;

and (b) be accompanied by the provision(s) or endorsement(s) in the Licensee's policy/ies (including its general liability policy) by which the City has been made an additional insured or loss payee, as required herein. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Insurance Broker or Agent" in the form required by the Commissioner, attached hereto as **Exhibit D** or as otherwise required by the Commissioner, or certified copies of all policies referenced in such Certificate of Insurance.

D. Certificates of Insurance confirming renewals of insurance shall be submitted to the Commissioner prior to the expiration date of coverage of all policies required under this License. Such Certificates of Insurance shall comply with subsections (B) and (C) directly above.

E. Acceptance or approval by the Commissioner of a Certificate of Insurance or any other matter does not waive Licensee's obligation to ensure that insurance fully consistent with the requirements of this Article is secured and maintained, nor does it waive Licensee's liability for its failure to do so.

F. The Licensee shall promptly provide the City with a copy of any policy of insurance required under this Article upon request by the Commissioner or the New York City Law Department.

24.9 Miscellaneous

A. The Licensee may satisfy its insurance obligations under this Article through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

B. Licensee shall require its construction contractors that perform construction on the Licensed Premises to maintain Commercial General Liability Insurance in accordance with Section 24.2; (except that contractors performing minor work may maintain liability coverage of not less than \$1,000,000, in accordance with Licensee's established policies) and such insurance shall include the City, including its officials and employees, as an additional insured with coverage at least as broad as ISO Forms CG 20 26 and CG 20 37. In the event the Licensee requires any other entity, by contract or otherwise, to procure insurance with regard to any operations under this License and requires such entity to name the Licensee as an Additional Insured under such insurance, the Licensee shall ensure that such entity also name the City, including its officials and employees, as an Additional Insured (with coverage for Commercial General Liability insurance at least as broad as ISO form CG 20 26).

C. The Licensee shall be solely responsible for the payment of all premiums for all policies and all deductibles to which they are subject, whether or not the City is an insured under the policy.

D. Where notice of loss, damage, occurrence, accident, claim or suit is required under a policy maintained in accordance with this Article, the Licensee shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this License (including notice to Commercial General Liability insurance carriers for events relating to the Licensee's own employees) no later than 20 days after such event. For any policy where the City is an Additional Insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Insured as well as the Named Insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons

or things injured, damaged or lost. The Licensee shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

E. The Licensee's failure to secure and maintain insurance in complete conformity with this Article, or to give the insurance carrier timely notice on behalf of the City, or to do anything else required by this Article shall constitute a material breach of this License. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.

F. Insurance coverage in the minimum amounts provided for in this Article shall not relieve the Licensee of any liability under this License, nor shall it preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this License or the law.

G. In the event of any loss, accident, claim, action, or other event that does or can give rise to a claim under any insurance policy required under this Article, the Licensee shall at all times fully cooperate with the City with regard to such potential or actual claim.

H. Apart from damages or losses covered by Workers' Compensation Insurance, Employers Liability Insurance, Disability Benefits Insurance, or Commercial Automobile Insurance, the Licensee waives all rights against the City, including its officials and employees, for any damages or losses that are covered under any insurance required under this Article (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the Licensee and/or its employees, agents, or servants of its contractors or subcontractors.

I. In the event the Licensee receives notice, from an insurance company or other person, that any insurance policy required under this Article shall expire or be cancelled or terminated (or has expired or been cancelled or terminated) for any reason, the Licensee shall immediately forward a copy of such notice to both the Commissioner, Department of Social Services 150 Greenwich Street, 42nd floor, New York, N.Y. 10007 and the New York City Comptroller, attn: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, New York 10007. Notwithstanding the foregoing, the Licensee shall ensure that there is no interruption in any of the insurance coverage required under this Article.

J. Licensor acknowledges that the insurance required to be maintained hereunder may be maintained by Licensee under a policy covering other facilities of Licensee and agrees that the maintenance of such a policy shall be acceptable to Licensor.

25 INVESTIGATIONS

(a) The parties to this License shall cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (hereinafter "State") or City 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.

(b) (i) 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, the State, 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, or any public benefit corporation organized under the laws of the State of New York; or

(ii) 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 or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then

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

(B) 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 Section 27 (d) below without the City incurring any penalty or damages for delay or otherwise.

(c) 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 years from the date of an adverse determination of any person or 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; and/or

(ii) The cancellation or termination of any and all existing City contracts, leases, permits, or licenses that the refusal to testify concerns and that have not been assigned as permitted under this License, 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 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 the City.

(d) The Commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in Section 27(d) (i) and (ii) below. He or she may also consider, if relevant and appropriate, the criteria established in Sections 27(d) (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.

(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 (c) 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 (b)(ii)(A) 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 potentially adverse impact a penalty will have on such person or entity.

(e) (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 or otherwise transacts business with the City.

(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.

(f) In addition to and notwithstanding any other provision of this License the Commissioner or agency head may in his or her sole discretion terminate this License Agreement upon not less than three 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 of other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this agreement by the Licensee, or affecting the performance or this License Agreement.

26. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

26.1 This License Agreement shall be deemed to be executed in the City of New York, State of New York, regardless of the domicile of the Licensee, and shall be governed by and construed in accordance with the laws of the State of New York.

26.2 Any and all claims asserted by or against the City arising under this License or related thereto shall be heard and determined either in the courts of the United States located in New York City (“Federal Courts”) or in the courts of the State of New York (“New York State Courts”) located in the City and County of New York. To effect this License Agreement and its intent, Licensee agrees:

(a) If the City initiates any action against the Licensee in Federal Court or in New York State Court, service of process may be made on the Licensee either in person, wherever such Licensee may be found, or by registered mail addressed to the Licensee at its address set forth in this License, or to such other address as the Licensee may provide to the City in writing; and

(b) With respect to any action between the City and the Licensee in New York State Court, the Licensee hereby expressly waives and relinquishes any rights it might otherwise have (i) to move to dismiss on grounds of *forum non conveniens*, (ii) to remove to Federal Court; and (iii) to move for a change of venue to a New York State Court outside New York County.

26.3 With respect to any action between the City and the Licensee in Federal Court located in New York City, the Licensee expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a United States Court outside the City of New York.

26.4 If the Licensee commences any action against the City in a court located other than in the City and State of New York, upon request of the City, the Licensee shall either consent to a transfer of the action to a court of competent jurisdiction located in the City and State of New York or, if the court where the action is initially brought will not or cannot transfer the action, the Licensee shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in New York City.

27. WAIVER OF TRIAL BY JURY

27.1 (a) Licensee hereby waives trial by jury in any action, proceeding, or counterclaim brought by the City against Licensee in any matter related to this License.

(b) No action at law or proceeding in equity against the City shall lie or be maintained upon any claim based upon this License Agreement or arising out of this License Agreement or in any way connected with this License Agreement unless Licensee shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, all as herein provided.

(c) No action shall lie or be maintained against the City by Licensee upon any claims based upon this License unless such action shall be commenced within six (6) months of the termination or conclusion of this License, or within six (6) months after the accrual of the cause of action, whichever first occurs.

(d) In the event any claim is made or any action brought in any way relating to this License Agreement herein other than an action or proceeding in which Licensee and the City are adverse parties, Licensee shall diligently render to the City of New York without additional compensation any and all assistance which the City of New York may reasonably require of Licensee.

28. EMPLOYEES OF LICENSEE

28.1 All experts, independent contractors consultants, specialists, trainees, servants, agents, and employees of Licensee who are employed by Licensee to perform work under this License Agreement are, by virtue of such employment, neither employees of the City nor under contract to the City, and Licensee alone is responsible for their work, direction, compensation and personal conduct while engaged under this License Agreement. Nothing included in this section or in any other provision of this License Agreement shall be construed

to impose any liability or duty upon the City for acts, omissions, liabilities or obligations of Licensee or any person, firm, company, agency, association, corporation or organization engaged by Licensee as expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent or for taxes or fees of any nature including but not limited to unemployment insurance, workers' compensation, disability benefits and social security.

29. INDEPENDENT STATUS OF LICENSEE

29.1 Licensee is not an employee of DHS or the City and in accordance with such independent status neither Licensee nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the City, or of any department, agency, or unit thereof, they will not make any claim, demand, or application to or for, any right or privilege applicable to an officer of, or employee of, the City, including but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or employee retirement membership or credit.

30. CONFLICT OF INTEREST

30.1 Licensee represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. Licensee further represents and warrants that in the performance of this License, no person having such interest or possible interest shall be employed by it. No elected official or other officer or employee of the City or DHS, nor any person whose salary is payable, in whole or part, from the City treasury, shall participate in any decision relating to this License which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested nor shall any such person have any interest, direct or indirect, in this License or in the proceeds thereof.

31. PROCUREMENT OF AGREEMENT

31.1 Licensee represents and warrants that no person or selling agency has been employed or retained to solicit or secure this License upon an agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other compensation. Licensee further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Licensee makes such representations and warranties to induce the City to enter into this License and the City relies upon such representations and warranties in the execution hereof.

31.2 For a breach of violation of such representations or warranties, the Commissioner shall have the right to annul this License without liability, entitling the City to recover all monies paid hereunder, if any and the Licensee shall not make any claim for, or be entitled to recover, any sum or sums due under this License. This remedy, if effected, shall not constitute the sole remedy afforded the City for the falsity or breach, nor shall it constitute a waiver of the City's right to claim damages or refuse payment or to take any other action provided by law

or pursuant to this License.

32. ALL LEGAL PROVISIONS DEEMED INCLUDED

32.1 Each and every provision of law required to be inserted in this License shall be and is inserted herein. Every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this License shall, forthwith upon the application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party hereunder.

33. SEVERABILITY: INVALIDITY OF PARTICULAR PROVISIONS

33.1 If any term or provision of this License or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this License shall be valid and enforceable to the fullest extent permitted by law.

34. JUDICIAL - INTERPRETATION

34.1 Should any provision of this License require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule of conclusion that a document should be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that all parties hereto have participated in the preparation of this License and that legal counsel was consulted by each responsible party before the execution of this License.

35. MODIFICATION OF AGREEMENT

35.1 This License constitutes the whole of the agreement between the parties hereto, and no other representation made heretofore shall be binding upon the parties hereto. This License may be modified from time to time by agreement in writing, but no modification of this License shall be in effect until such modification has been agreed to in writing and duly executed by each of the parties to this License.

36. DEPARTMENT OF EDUCATION USE

36.1 The New York City Department of Education ("DOE") shall have exclusive use of the Drill Floor on Monday through Friday, during the hours of 10:00 A.M. to 2:00 P.M. and on Tuesdays and Thursdays from 3:00 P.M. to 5:00 P.M., excluding official school holidays and the months of July and August ("School Hours").

36.2 DOE shall not be charged a fee to use the Drill Floor during School Hours.

36.3 On a quarterly basis, DOE will submit a proposed schedule to the licensee setting

forth the dates and times DOE shall desire to use the Drill Floor. DOE has the right to schedule activities a year in advance. Licensee may schedule an event during School Hours if DOE has not scheduled an activity for that time.

36.4 DOE shall be responsible for taking good care of the Drill Floor, keeping the Drill Floor in good, clean and orderly condition and providing security when using the Drill Floor. All DOE activities shall be directly supervised by DOE employees.

37. NO CLAIM AGAINST OFFICIALS, AGENTS, OR EMPLOYEES

37.1 No claim whatsoever shall be made by the Licensee against any officials, agent, or employee of the City for, or on account of, anything done or omitted in connection with this License.

38. ENTIRE AGREEMENT

38.1 This License Agreement constitutes the entire agreement between the parties and cannot be changed, modified or terminated orally, but only by an instrument in writing executed by Commissioner and Licensee.

39. COUNTERPARTS

39.1 This License may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same License.

[End of Text. Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this License to be signed and sealed on the day and year first above written.

CITY OF NEW YORK
DEPARTMENT OF HOMELESS
SERVICES

YMCA OF GREATER NEW YORK

By: _____
VINCENT PULLO

By: _____

MICHAEL GUARINO,
Chief Financial Officer

Dated: _____

Dated: _____

APPROVED AS TO FORM AND
CERTIFIED AS TO LEGAL AUTHORITY

Corporation Counsel

STATE OF NEW YORK

ss:

COUNTY OF NEW YORK

On this day of 2025 before me personally came _____ to me known, and known to be the _____ of the Department of Homeless Services of the City of New York, and the said person described in and who executed the forgoing instrument and she acknowledged that she executed the same in her official capacity and for the purpose mentioned therein.

Notary Public

STATE OF NEW YORK

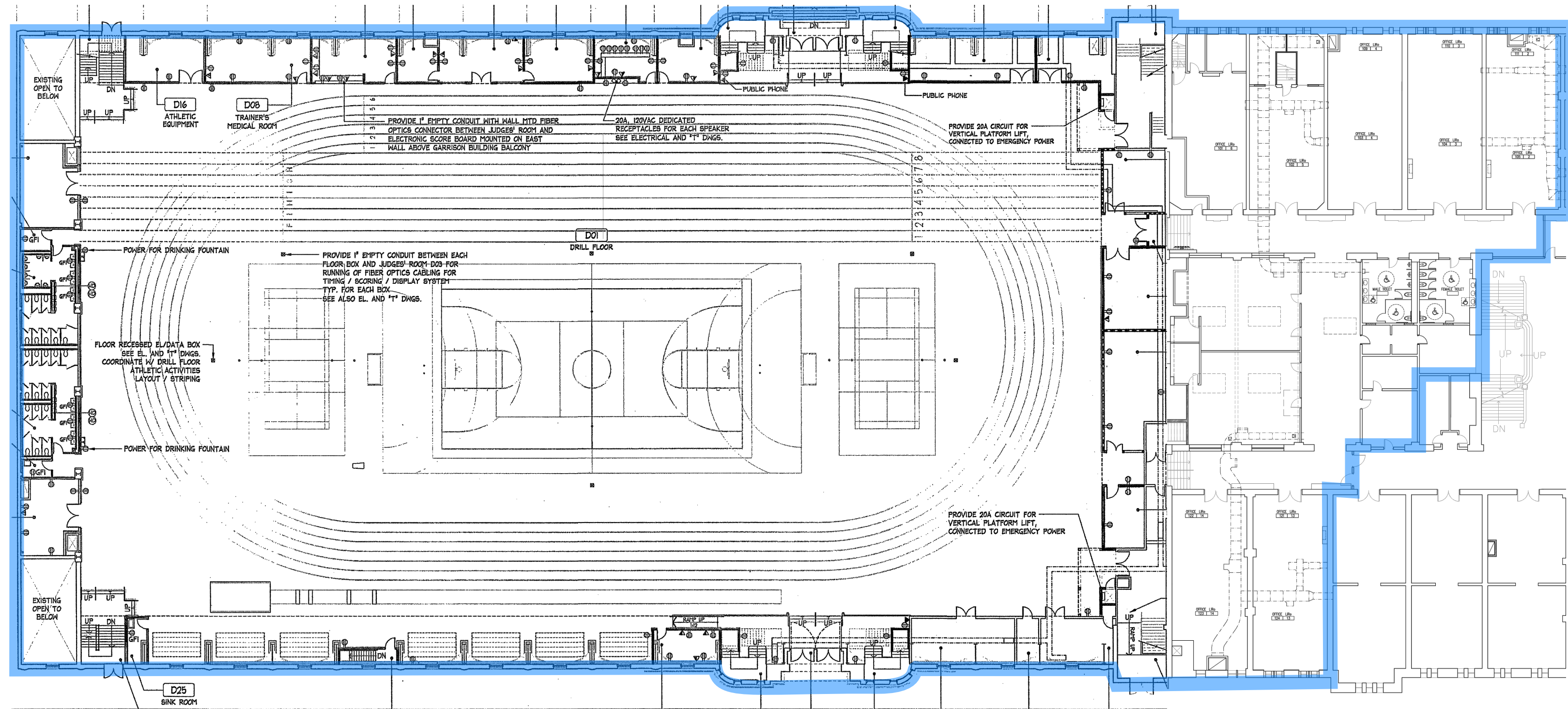
ss:

COUNTY OF

On this day of 2025 before me personally came----- who, being duly sworn by me did depose and say that he/ she executed the foregoing instrument and acknowledged that he executed the same for the purposes mentioned therein.

Notary Public

EXHIBIT A
SITE PLAN OF LICENSED PREMISES



YMCA OF GREATER NEW YORK | PARK SLOPE ARMORY

EXHIBIT B
OPERATING PLAN

Operation Plan
Park Slope Armory
Indoor Athletic Facility and Community Center
YMCA of Greater New York

The YMCA of Greater New York (Prospect Park Branch) operating plan is focused on developing a core set of community programs and services are consistent with the YMCA of Greater New York's non-profit mission. The goal for the operation plan is to continue the Park Slope Armory's role as a key destination for community programs that promote health and wellness.

Consistent with the terms of the concession agreement and continuing on practice since 2009, the YMCA will run fee-based programs including Armory Memberships that will support the operations of the Park Slope Armory. Financial assistance will be available to support participation in these programs regardless of ability to pay.

The Major aspects of the YMCA programs and revenue sources at the Armory are proposed to include:

- Membership Programs- The Armory will provide one of a kind space to offer membership so that community members can benefit from the diverse program offerings at the Armory. The monthly membership fee will provide access to the Armory for scheduled hours seven days a week. Membership categories for the Armory will include adult, family, senior, and student. In addition, members of the Prospect Park YMCA will be granted access to the Armory Facilities for special events.

As part of its membership program at the Armory, the YMCA will provide financial assistance for community members in need which will include reduced cost access to the facility for structured programs throughout the week.

- Youth and Adult Sports Programs- There is a shortage of space for youth and adult sports leagues and programs in Brooklyn. The Armory will provide a space for additional YMCA rentals from soccer to youth fitness as well as rentals to other community-based institutions.

The YMCA will continue to focus on rentals that will not generate excessive bus and vehicle traffic including smaller scale activities like basketball and volleyball. The

Armory will be available for a limited number of rentals for track and field events annually.

- Family Programs- The Armory will be a center of community life f2r families including mom and baby exercise and yoga, activities for young children, and family night programs. These activities will be included as part of the Armory family membership
- Afterschool and Summer Camp- The YMCA will be offering fee-base afterschool and summer camp programs at the Armory in the classroom areas. These programs will use the Armory as a unique setting for recreational and educational activities.
- Community and School Partnerships- The YMCA has worked with many community groups on partnerships and rental agreements since 2009 and will continue to do so. Our goal will be to continue to host activities that would have a modest footprint for traffic and parking that are affordable and are compatible with our mission and financial goals.

In addition, the Prospect Park YMCA will continue to work with the DOE to run some physical fitness programs during DOE hours between 9AM and 2PM,

As part of Armory Operations, the YMCA will work to refine the programs and services offered based on continued dialogue with community and ongoing market research.

EXHIBIT C
SCHEDULE OF APPROVED HOURS AND FEES

Park Slope Armory
Indoor Athletic Facility and Community Center YMCA
of Greater New York
(Prospect Park)

School Year Schedule

Hours	Monday	Tuesday	Wednesday	Thurs	Friday	Saturday	Sunday
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Day Schedule

7AM – 9AM	Adult Health and Wellness						
9AM – 10AM	Adult and Health and Wellness					Adult and Health and Wellness / Youth Sports	
10AM – 2PM	DOE Program / Adult Health and Wellness					Family Program and Youth Sports	

After-School Schedule

2PM – 6PM	Family Programs/ Youth Sports/Teen Programs/ Adult Health and Wellness					Adult and Health and Wellness / Youth Sports/ Family Programs	
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Evening Schedule

6PM – 8PM	Adult and Health and Wellness/ Youth Sports/ Teen Center	Teen Programming
8PM – 10PM	Adult and Health and Wellness	

Summer Schedule

Hours	Monday	Tuesday	Wednesday	Thurs	Friday	Saturday	Sunday
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Day Schedule

7AM – 8AM	Adult and Health and Wellness					Adult and Health and Wellness / Youth Sports	
8AM – 9AM	Summer Camp / Adult and Health and Wellness					Adult and Health and Wellness / Youth Sports	

9AM – 10AM	Summer Camp / Adult and Health and Wellness	Adult and Health and Wellness / Youth Sports/ Family Programs
10AM – 11AM	Summer Camp / Adult and Health and Wellness	Adult and Health and Wellness / Youth Sports/ Family Programs
11AM – 12PM	Summer Camp / Adult and Health and Wellness	Adult and Health and Wellness / Youth Sports/ Family Programs

Afternoon Schedule

12PM – 1PM	Adult and Health and Wellness	Adult and Health and Wellness / Youth Sports
1PM – 2PM	Summer Camp / Adult and Health and Wellness	Adult and Health and Wellness / Youth Sports
2PM – 3PM	Summer Camp / Adult and Health and Wellness	Adult and Health and Wellness / Youth Sports/ Family Programs
3PM – 4PM	Summer Camp / Adult and Health and Wellness	Adult and Health and Wellness / Youth Sports/ Family Programs
4PM – 6PM	Summer Camp / Adult and Health and Wellness/ Youth Sports/ Family Programs	Adult and Health and Wellness / Youth Sports/ Family Programs

Evening Schedule

6PM – 8PM	Adult and Health and Wellness/ Youth Sports/ Teen Center	Teen Programming
8PM – 10PM	Adult and Health and Wellness	

Please Note

- *Planned Membership access will be from 6AM – 10PM (M- F) and 8AM – 9PM (Sat and Sun)*
- *Rentals will be planned to minimize disruption to weekly schedule.*

Fee Structure

Proposed Activity	Fee
Adult Membership (Monthly)	\$77
Family Membership I (Monthly)	\$94
Family Membership II (Monthly)	\$142
Summer Camp (2 Week Sessions)	\$910

Fee- Base Youth Sports Programs (8 Week Sessions)	\$210
Fee-Base Arts and Movement Programs/ Family Programs (8 Week Session)	\$270
Facility Rental – Track and Field (Full Day)	\$5,500
Basketball Court Rental (Hourly)	\$630
Classroom Rental (Hourly)	\$300

Please note: Non-profits and community groups may be eligible for discounted rates.

EXHIBIT D

CERTIFICATES OF INSURANCE

Instructions to New York City Agencies, Departments, and Offices

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

- (1) the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

- (2) copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

CITY OF NEW YORK
CERTIFICATION BY INSURANCE BROKER OR AGENT

The undersigned insurance broker or agent represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

[Name of broker or agent (typewritten)]

[Address of broker or agent (typewritten)]

[Email address of broker or agent (typewritten)]

[Phone number/Fax number of broker or agent (typewritten)]

[Signature of authorized official, broker, or agent]

[Name and title of authorized official, broker, or agent (typewritten)]

State of)

) ss.:

County of)

Sworn to before me this ____ day of _____ 20__

NOTARY PUBLIC FOR THE STATE OF _____

FRANCHISE AND CONCESSION REVIEW COMMITTEE

(Cal. No. 1)

RESOLVED, that the Franchise and Concession Review Committee ("FCRC") authorizes the NYC Department of Homeless Services to utilize a different procedure, pursuant to Section 1-16 of the Concession Rules of the City of New York, to enter into a license agreement with the YMCA of Greater New York for the operation, management and maintenance of the Park Slope Armory Indoor Athletic Facility and Community Center in Brooklyn. The agreement will provide for an initial term of ten (10) years with a renewal term of up to ten (10) years. As compensation to the City, the Licensee will be required to reinvest any revenues into the operation, management, and maintenance of the facility. For any revenues in excess of those costs, the Licensee shall annually deposit the greater of \$50,000 (compounded annually at 5%) or 20% of total operating net revenue, into a separate, interest-bearing account to be used for future operating and capital improvements.

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

6/11/2025

Signed: _____

Title: City Chief Procurement Officer

Date: _____

NOTICE OF PUBLIC HEARING

To: All NYC Borough Presidents
All NYC Community Board Presidents

From: Christina Rowley, VP of Licensing New York City Tourism + Conventions
Daryl Williams, Department of Small Business Services
FCRC@mocs.nyc.gov
James Goebel, Mayor's Office of Contract Services
Natalie Koepff, New York City Tourism + Conventions

Subject: Notice of Joint Public Hearing: 6/9/2025; For the intent to award a new License Agreement to Torkia International Inc, for the non-exclusive use of City-owned trademarks on merchandise

Date: 5/23/2024

NOTICE OF A JOINT PUBLIC HEARING of the Franchise and Concession Review Committee and New York City Tourism + Conventions. on behalf of the NYC Department of Small Business Services ("SBS") to be held on 6/9/2025, at 255 Greenwich Street, 8th Floor, New York, NY 10007 commencing at 2:30PM relative to:

INTENT TO AWARD as a concession a Sole Source License Agreement ("License") to Torkia International, Inc for use of city-owned trademarks on merchandise.

The License will provide for an initial license term beginning on January 1, 2025, and shall continue through December 31, 2027 In addition to 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) through December 31, 2029.

Compensation to the City will be as follows: During the Term, Licensee shall annually pay to New York City Conventions + Tourism the greater of: A percentage of net sales based on a royalty rate equal to eleven percent (11%) of Net Sales of adult and children's apparel, and fifteen percent (15%) of Net Sales of souvenirs and plush OR an annual guaranteed minimum of Three Hundred Thousand dollars (\$300,000) per year — \$200,000 allocated to Apparel and \$100,000 to Souvenirs and Plush.

Written testimony may be submitted in advance of the hearing electronically to fcrc@mocs.nyc.gov. All written testimony can be submitted up until the close of the public hearing and will be distributed to the FCRC after the hearing.

A draft copy of the agreement may be obtained at no cost by any (or all) of the following ways:

1. Submit a written request to New York City Tourism + Conventions. on behalf of NYC Department of Small Business Services at Crowley@nyctourism.com from 5/23/2025 through 6/9/2025.
2. Submit a written request by mail to New York City Tourism + Conventions c/o Christina Rowley 1 Rockefeller Plaza, 5th Floor, NY, NY 10020. Written requests must be received by 5/30/2025. For mail-in requests, please include your name, return address, and the agreement name Torkia International, Inc.


The agenda and related documentation for the hearing will be posted on the MOCS website at <https://www.nyc.gov/site/mocs/opportunities/franchises-concessions.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 (212) 298-0800. 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.

Rule 1-16: Different Procedure

Concession Agreement Recommendation For Award Memorandum Cover Sheet

Concession Title Torkia International Inc. Concession ID NYCCO-2024-005

Description Non-Exclusive Use of City-Owned Trademarks on Merchandise Agency New York City Tourism + Conventions. on behalf of NYC Department of Small Business Services 

☒ Additional information has been attached to this document (please use the "Additional Information Form" available on BuyWise)

Recommended Concessionaire

Name Torkia International Inc. Telephone (201) 348-8283
Address 555 WINSOR DRIVE, SECAUCUS, NJ 07094 ☒ EIN or ☐ SSN # 13-4143134
☐ Not-for-Profit Organization ☐ Certified M/WBE by SBS

Recommended Concession Agreement Term

Initial Term Jan 1, 2025 to Dec 31, 2027 Concession Site(s) ☐ Yes ☒ No
Renewal Option(s) 1/1/2028 to 12/31/2029 Address _____
_____ to _____
Total Potential Term 5 years Borough _____ Community Board _____
☐ >20 years – FCRC unanimously approved term on ____/____/____ Block# _____ Lot# _____

Recommended Annual Revenue (Check all that apply)

☐ Annual Fee(s) \$ _____
☐ Gross Receipts _____ %
☐ The Greater of Annual Minimum Fee(s) of \$ _____ vs _____ % of Gross Receipts
☒ Other See additional Form

Selection Procedure Requirements

Please select the appropriate Different Procedure method justification below:

- ☒ Sole Source
- ☐ Amendment or extension to an existing concession agreement
- ☐ Not-for-Profit concession agreement
- ☐ Other (Please specify)

Award is a Major Concession

☐ 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 ____/____/____
☐ N/A
☒ No

Negotiation Requirements

Below, please describe the nature of negotiations conducted, including with respect to the amount of revenue offered:

See additional info sheet

Award Requirements

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

See additional info sheet

Rule 1-16: Different Procedure

Concession Agreement Recommendation For Award Memorandum Cover Sheet

Public Hearing Requirements

(Only applicable for significant concessions)

☒ [IF REQUIRED] a public hearing was conducted on: 06 / 09 / 2025

Subject concession is a (check one): ☒ **Citywide** or ☐ **NOT Citywide** concession and Agency hereby certifies that a notice summarizing the terms and conditions of the proposed concession, and the time, date and location of the public hearing was published once in the City Record and given to all affected CB-BP and the Committee Members on 05 / 23 / 2025 (not less than 15 days prior to the hearing date). In addition, if you have posted this notice publicly elsewhere, please describe below:

☐ Subject concession is non-significant. No public hearing is required

FCRC Approval

☒ FCRC approved this concession agreement on 06 / 11 / 2025 (date of the FCRC public meeting)

Votes in favor: ____ Votes against: ____

OR

☐ The concession was not subject to approval of the FCRC because it has a term of less than 30 days and is not subject to renewal

Law Department approved concession agreement on: ____ / ____ / ____

Authorized Signatures

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

Signature _____

Name _____

Title _____ 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

Torkia International, Inc

NYCCO-2024-005

Concession Title _____ **Concession ID** _____

Description Non-Exclusive Use of City-Owned Trademarks on Merchandise **Agency** New York City Tourism + Conventions. on behalf of NYC Department of Small Business Services 

Negotiation Requirements (FULL)

New York City Tourism + Conventions / SBS negotiated with Torkia International Inc. that it shall pay royalties equal to eleven percent (11%) of Net Sales of adult and children's apparel, and fifteen percent (15%) of Net Sales of souvenirs and plush. The License Agreement provides for guaranteed minimum royalties totaling Three Hundred Thousand dollars (\$300,000) per year — \$200,000 allocated to Apparel and \$100,000 to Souvenirs and Plush — covering the period from January 1, 2025, to December 31, 2027. 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 two (2) years, through December 31, 2029.

Award Requirements (FULL)

NYCT determined that the award of this concession is in the best interest of the City because Torkia International LLC is one of the largest and most established manufacturers of New York City-branded souvenirs and apparel, with a proven track record of success and reliability. Torkia's merchandise is widely distributed across nearly every souvenir shop in New York City, with prominent brand placement in high-traffic tourist areas such as Times Square and Herald Square. They are also the exclusive vendor for certain brick-and-mortar retail locations, ensuring that NYC-branded merchandise maintains valuable shelf space and visibility in key physical retail environments—space that might otherwise be lost to other licensing programs (e.g., MTA, "I Love NY"). Through their broad retail footprint and consistent performance, Torkia has expanded the City's presence in the tourist merchandise market and strengthened the City's intellectual property. For these reasons, continuing the relationship through a sole-source agreement is in the City's best interest.

3. Record of Satisfactory Performance (FULL)

Torkia International, Inc has been an authorized licensee under the City's Licensing Program since 2006 and previously operated under an agreement. Throughout past 15+ years, Torkia demonstrated a strong record of compliance with the City's terms and requirements. They continually keep the City's merchandise at the forefront of most of the souvenir shops in New York City and the major airports. Torkia consistently reported and paid royalties in a timely manner. There have been no performance concerns raised by the City in relation to Mattel's participation in the licensing program.

5. Financial Resources/Adequate Accounting & Auditing Procedures(FULL)

Torkia International Inc. has maintained a strong and reliable business relationship with the City since 2006 and has consistently demonstrated sound financial resources and accountability practices throughout its participation in the City's Licensing Program. Torkia has remained current and timely in meeting all of its financial obligations to the City, including royalty payments, guaranteed minimum royalty commitments, and advance payments, reflecting a solid financial foundation and responsible fiscal management. In accordance with the License Agreement, Torkia is required to submit detailed quarterly royalty reports certified by an officer of the company, attesting to their accuracy. These reports are itemized by product category, trademark usage, and unit sales, and are subject to review by New York City Tourism + Conventions. Torkia's willingness and ability to comply with these financial reporting and audit requirements — as well as their consistent fulfillment of payment obligations — demonstrate that the company possesses the necessary accounting systems, internal controls, and financial stewardship to accurately delineate costs and attribute them to their causes. Taken together, Torkia's long-standing financial reliability and transparent accounting practices, supports a strong basis for the City's determination that the proposed concessionaire has sufficient financial resources and adequate accounting and auditing procedures to meet the City's standards.

LICENSE AGREEMENT

AGREEMENT made this _____ day of _____, 2025, 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, and Torkia International Inc., a corporation organized and existing under the laws of the State of New Jersey with its principal place of business located at 555 Winsor drive, Secaucus, New Jersey 07094 (hereinafter “Licensee”).

IN CONSIDERATION OF the mutual promises, covenants and conditions set forth herein, 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 herein, 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 manufacture, advertising, promotion, sale, and offering for sale of the products listed in Exhibit 2 in the United States (including its territories and possessions) and Canada (“Territory”). Licensed Products listed in Exhibit 2 shall be sold only in the distribution channels defined in Exhibit 3.

The license granted herein shall be personal in nature, and it is expressly understood and agreed that 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. Any attempt by Licensee, or anyone acting on its behalf, to sublicense, assign, convey or otherwise transfer the license granted herein 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 New York City Tourism + Conventions, Inc. (f/k/a 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 1 Rockefeller Plaza, 5th floor New York, NY 10020 (“NYCT”).

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 packaging: “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. © 2025 [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. © 2025 [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 depicted in Exhibit 2 hereto, or as approved by the City in advance in writing.

(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. Licensee shall purchase such hangtags, holograms and/or adhesive labels that identify and authenticate the Licensed Product ("Product Authentication Materials") as required by the City from the City's authorized supplier of Product Authentication Materials. Such Product Authentication Materials shall be displayed in connection with Licensed Products sold or offered for sale by Licensee in a form and location specified by the City.

(d) The Property shall not be used in connection with the trademarks, service marks, trade names, corporate names, or personal names of any third party, except with the prior written consent of the City.

(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 be in full compliance (at Licensee's sole cost and expense) with all applicable federal, state and local statutes, rules, regulations and orders. If Licensee is required to or chooses to recall or remove the Licensed Product to maintain conformity to any such statutes, rules, regulations or orders, Licensee shall bear all costs, expenses and charges caused by or related to such recall or modification.

(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, in combination sales, 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 only in the form approved by the City.

(i) Subject to the City's prior written approval in the City's sole discretion, Licensee agrees to adhere to such quality and ethical standards as may be provided by the City from time to time. The current quality control guidelines and ethical standards in effect are attached hereto as Exhibit 4 and 5.

(j) Subject to the City's prior written approval in the City's sole discretion, Licensee shall sell the Licensed Products in the Territory. The City may object to the continued sale of any Licensed Products that the City determines in its sole discretion to be inconsistent with the goodwill and reputation represented by the Property, or otherwise not in the best interests of the City.

(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 – Licensee will provide NYCT with a minimum of one hundred (100) units per year to be used, in their sole discretion, as promotional products.

SECTION III (Term)

This License Agreement shall become effective upon written notice from NYCT to Licensee (the “Effective Date”). The term (the “Initial Term”) of this License Agreement shall commence on January 1, 2025 (the Effective Date) and shall continue through December 31, 2027 unless sooner terminated pursuant to the terms and conditions of this License Agreement. . In addition to the Initial Term, there may be a potential two (2) year renewal option if mutually agreed to in writing by the parties (together with the Initial Term, the “Term”). Nothing herein shall be construed as obligating Licensor to exercise its renewal option.

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 NYCT for the license granted herein a royalty equal to eleven percent (11%) of Net Sales (as defined in Exhibit 2) of adult apparel and children’s apparel, and fifteen percent (15%) of Net Sales of souvenirs and plush (as defined in Exhibit 2). In the event the parties wish to co-brand the Property and the Licensee’s marks with any additional marks, the parties shall mutually agree to co-brand and mutually agree to the co-brand royalty in an amendment to this Agreement. The term Net Sales means the gross invoice price billed to purchasers of Licensed Products (whether sold by Licensee or any person or entity acting on behalf of Licensee) less only promotional allowances, taxes, freight charges (if separately stated) and such other discounts as may be approved in writing by NYCT, and any actual and adequately documented returns. Net Sales shall include insurance proceeds received by Licensee in payment for Licensed Products. Licensed Products shall be considered sold (and therefore included in Net Sales and subject to royalty payments) when they are billed, invoiced, shipped, or paid for, whichever occurs first. No costs incurred in the manufacture, sale, offering for sale, promotion, advertisement, or shipment of the Licensed Products shall be deducted, nor shall deductions be made for cash, taxes, tariffs, freight, advertising, any other discounts or uncollectible accounts, or any other purpose. Sales of Licensed Product made other than in an arm’s length transaction shall be deemed to have been made at the regular wholesale price for such Licensed Products.

SECTION VI (Guaranteed Minimum Royalties)

Notwithstanding any other royalty payment requirements of this License Agreement, including those set forth above, Licensee shall pay to NYCT guaranteed minimum royalties in the amounts and on the dates set forth below:

Guaranteed Minimum Royalties:

The following total “Guaranteed Minimum Royalties” shall be payable each License Year:

On or before December 31, 2025: Three hundred thousand dollars (\$300,000), of which \$200,000 will be for Apparel, and \$100,000 will be for Souvenirs and Plush;

On or before December 31, 2026: Three hundred thousand dollars (\$300,000), of which \$200,000 will be for Apparel, and \$100,000 will be for Souvenirs and Plush;

On or before December 31, 2027: Three hundred thousand dollars (\$300,000), of which \$200,000 will be for Apparel, and \$100,000 will be for Souvenirs and Plush;

In the event that the parties exercise the renewal option, the Guaranteed Minimum Royalties will be:

On or before December 31, 2028: Three hundred thousand dollars (\$300,000), of which \$200,000 will be for Apparel, and \$100,000 will be for Souvenirs and Plush;

On or before December 31, 2029: Three hundred thousand dollars (\$300,000), of which \$200,000 will be for Apparel, and \$100,000 will be for Souvenirs and Plush;

All Guaranteed Minimum Royalties shall be nonrefundable and shall be made whatever the Net 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. No carry over of excess earned royalty (over the Guaranteed Minimum Royalties) or deficiency of earned royalty (under the Guaranteed Minimum Royalties) into subsequent license periods within the term shall be allowed.

SECTION VII

(Royalty Payments, Accounting and Statements)

Licensee shall furnish to NYCT the following no later than thirty (30) 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 approved by NYCT and certified in writing to be accurate by an officer of Licensee, itemized by (a) product item number; (b) City Agency and/or specific trademark associated with such Agency (e.g., FDNY, NYPD) and showing the net number of units sold inclusive of returns, item description and Average Sales price of the Licensed Products sold by Licensee during the preceding quarter. Such statements shall be furnished to NYCT whether or not any Licensed Products have been sold during the preceding quarter; and

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

The receipt or acceptance by NYCT 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 NYCT 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 Guaranteed Minimum 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 NYCT.

In the event that Licensee fails to make any payments, including, advances, Guaranteed Minimum Royalty, earned royalty and audit findings, when such payments are due under this License Agreement, interest shall be charged at an annual rate of eighteen percent (18%), or the maximum rate allowed by law, whichever is 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 at least six (6) years after termination of this License Agreement.

SECTION VIII (Audit Rights)

The City or its authorized agent shall have the right during business hours upon seventy-two (72) hours' advance notice to examine and request copies of Licensee's books, records, and accounts and all other documents and materials in the possession or under the control of Licensee relating to the sale of the Licensed Product or this License Agreement to such extent as may be necessary to determine the accuracy or inaccuracy of any royalty statements submitted by Licensee to Licensor. Licensee shall segregate its records and agrees that such audit may be used as a basis for settlement of charges under this License Agreement. The City may also at any time select any independent accounting firm to review Licensee's books, records and accounts, and to check shipments and verify the account (hereinafter referred to as the "Audit"). In the event that the Audit reveals any underpayment by Licensee to Licensor, Licensee shall remit payment for the amount shown to be due within ten (10) days, of receipt of official audit report plus a late charge in the amount of eighteen percent (18%) per annum, or the maximum rate allowed by law whichever is lower, on all amounts shown to be owing by Licensee. In the event that the Audit determines that Licensee has underpaid by an amount equal to five percent (5%) or more of the total amount shown to be due to Licensor for the period audited, Licensee shall reimburse Licensor or its agent for all reasonable costs and expenses of the Audit. In addition, if the discrepancy is an amount equal to five percent (5%) or more and a discrepancy or underpayment of 5% or more had been found in at least one prior instance, Licensor may terminate this License Agreement by giving Licensee notice within sixty (60) days after receipt of the audit report disclosing the discrepancy. Licensee shall retain all books of account and records relating to this License Agreement for at least six (6) years after the termination or expiration of this License Agreement, and any renewals thereof and Licensor's right to audit such records during the duration of this License Agreement and for six (6) years thereafter. 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.

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 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. 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 whatever assistance is necessary, subject to being reimbursed for its reasonable and pre-approved out-of-pocket expenses.

(c) If claims are made against the City, NYCT, 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.

(d) 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, if the City, in its sole discretion, 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, provided that, upon any discontinuance, Licensee shall have no obligations to make the Guaranteed Minimum Royalties or future Annual Advance required hereunder.

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. Licensee shall not use the Property 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 ceases and halts all such uses immediately.

(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) Any art work or other materials conceived under or resulting from this License Agreement, including but not limited to copyrighted materials and trademarks, trade names, service marks, service names and trade dress and the like, whether developed by Licensee or on behalf of Licensee shall be considered "work made for hire" within the meaning of 17 U.S.C. §101 and is the exclusive property of the City upon creation. In the event

that such materials are deemed not to be a work made for hire, Licensee hereby irrevocably assigns to the City its entire right, title, and interest in and to such work and any derivative works thereof (including without limitation all rights of copyright). Licensee agrees to execute any documents as may be deemed necessary or desirable by the City to register in its own name, record, confirm, clarify, or otherwise cause the foregoing assignment of rights to the City to have full legal effect worldwide. If Licensee desires to develop any new or different design for any mark, symbol, logo character or other element included within the Property, Licensee shall first obtain the City's written approval, and in any event all such designs shall be fully subject to the provisions of this paragraph and owned in full by the City.

(e) 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 within a reasonable period of time from Licensee's receipt of such written request, provided that Licensee shall be permitted to sell any and all Licensed Products which were manufactured prior to any such written request.

(f) 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. 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, the City has the right to terminate this License Agreement upon written notice to Licensee, effective immediately, at any time that any of the following occurs:

(a) If Licensee shall cease to manufacture and sell the Licensed Products for any reason (except for a cause beyond the control of Licensee, including "acts of God"), for a period of three (3) consecutive months or more.

(b) 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 plus five percent (5%) (or the maximum rate which legally can be paid by Licensee, if lower).

(c) If Licensee defaults on any obligation that is secured by a security interest in any Licensed Product, Licensee shall immediately and automatically no longer have the right to sell or otherwise transfer Licensed Products or otherwise use the Property until it notifies the City of the occurrence of such default on any such obligation, and Licensor notifies Licensee that Licensor has elected to waive its right to terminate this License Agreement.

(d) 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.

(e) If Licensor determines that this License Agreement should be terminated without cause.

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

(g) If Licensee fails to sell Licensed Products within six months of the date of this License Agreement.

Upon termination or expiration of this License Agreement, except as otherwise provided in Section XIII, during the sell-off period, all royalties earned and all applicable Guaranteed Minimum Royalties shall become immediately due and payable.

SECTION XIII (Post Termination)

Upon the expiration of this License Agreement (but not upon termination pursuant to Section XII), Licensee shall be permitted one hundred eighty (180) days to sell its remaining inventory of Licensed Products, but shall not be permitted to manufacture any further Licensed Products. Sales under this section 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 this License Agreement Licensee shall immediately discontinue the manufacture, promotion, advertisement, and sale of Licensed Products. In addition, upon expiration or termination of this License Agreement for any reason, Licensee shall deliver to Licensor, or destroy or alter under Licensor's supervision, all molds, dies, prints or other equipment used to manufacture the Licensed Products and Promotional Materials so that such equipment no longer can be used to manufacture products or promotional materials bearing, displaying, or otherwise including the Property and shall provide Licensor with a letter confirming depletion or destruction of such inventory. 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 Licensor. Licensee further acknowledges and admits that Licensor 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, Licensor 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 Licensor.

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 product samples initially approved by Licensor 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 manufacturing specifications, protocol, safety, and quality standards that have been reviewed and approved in writing by Licensor ("Specifications"), which, once approved, shall be deemed to be a part of this License Agreement. Licensor may amend such Specifications from time to time and shall provide Licensee with reasonable notice of such changes so that the Licensed Products may be adjusted to meet such changed quality standards, if required, provided that, if approved by Licensor in writing, Licensor shall be permitted to sell any Licensed Products that were manufactured prior to the promulgation of such new Specifications.

(c) The Specifications shall include at least the following information (and other information which Licensor requests regarding particular Licensed Products): (i) a description of the materials used in the Licensed Products, the materials' dimensional tolerances, performance and durability requirements, specifications that enable the materials to meet governmental regulatory requirements (if any) and such other appropriate information that will accurately describe the Licensed Products and their expected performance during use by the consumer; and (ii) a quality assurance plan that is used to assure the continuing acceptable quality of the Licensed Products. The plan shall include a description of the quality controls observed in the Licensed Products' manufacture, and the procedures followed to audit and verify continued quality and conformance to specifications of the Licensed Products, as well as applicable laws and regulations.

(d) The Specifications 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 Specifications. Licensor shall have the ability to inspect Licensee's facilities and warehouses and those of its suppliers and manufacturers at any time with or without prior notice to assure Licensee's compliance with this paragraph.

(e) Licensee agrees to submit, at the Licensor's request and at no cost to Licensor (i) initial sketches and/or design concepts; (ii) finished artwork or final proofs; (iii) prototypes or pre-production samples; and (iv) a minimum of one (1) and maximum of twelve (12) final production samples (the "Samples") of the Licensed Products (and any variations thereof), as well as initial samples of subsequent production run(s) if such subsequent production run(s) vary in any manner from prior runs, for Licensor's inspection, testing, analysis and approval prior to any sale or shipment of the Licensed Products. If requested by Licensor, such samples (together with the Specifications) shall be submitted by Licensee to an independent laboratory or other test facility approved in writing by Licensor. All costs associated with such inspection, testing and analysis shall be borne by Licensee, and the results of such inspection, testing and analysis shall be submitted to Licensor for its approval. Licensee shall also provide a reasonable number of samples of the Licensed Product to Licensor in accordance with this paragraph at reasonable intervals of no less than once every twelve (12) months during the Term, with such additional inspection, testing and analysis as Licensor may require in the manner set forth in this paragraph for purposes of product review and quality control.

(f) Licensor shall use reasonable efforts to communicate its written approval or disapproval within forty (40) days of receipt of Samples of the Licensed Products. Any Samples not expressly approved shall be deemed disapproved. If Licensor does not approve the Samples of the Licensed Products, the reasons for disapproval shall be communicated to Licensee. After the Samples 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 Samples except for good cause.

(g) 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 forty (40) 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.

(h) 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 (collectively, "Consumer Inquiries") relative to any of the Licensed Products. 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. In addition, Licensee shall provide Licensor with a quarterly report (submitted with royalty reports pursuant to Section VII hereto) containing all data and information regarding Consumer Inquiries handled during the quarter.

(i) Licensee shall immediately advise Licensor of any product recall considerations or deliberations and provide Licensor with the right to attend and have input into such deliberations. Licensor shall have the ability to declare a product recall of such Licensed Products as Licensor determines in good faith after consulting with Licensee that any product recall is necessary for reasons of public health, safety, welfare or damage to reputation or good will. Licensee shall bear any and all costs related to any product recall of the Licensed Products using the Property whether voluntary, required by a governmental authority or the Licensor. Licensee shall have in place a comprehensive lot tracking program, starting with raw materials, to ensure such recall effectiveness.

(j) Licensee agrees not to use child labor in the manufacture of or otherwise in connection with any Licensed Products. The term "child" shall refer to a person younger than the local legal minimum age for employment or the age for compelling compulsory education, but in no case shall any children younger than fifteen (15) years of age (or fourteen (14) years of age where local law allows) be used to manufacture, package or sell the Licensed Products. In addition, 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)

Licensor 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 Licensor may from time to time specify in a notice to Licensee.

SECTION XVI (Indemnification)

To the greatest extent permitted by law, Licensee hereby agrees to be solely responsible for and shall indemnify, defend and hold harmless Licensor, NYCT, their respective affiliates and respective officers, officials, agents, and employees from and against any claims, judgments, demands, causes of action, damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees (collectively and individually, "Claims"), which may be made or asserted by third persons in connection with the manufacture, design, sale, offering for sale, advertising, promotion or use of the Licensed Products, including those based on Licensee's use of the Property authorized by this License Agreement. Licensee's defense and indemnification obligations shall further extend to Claims arising from or related to Licensee's failure to comply with the terms 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. Without limiting the applicability of any other provision of

this Agreement, Licensee expressly agrees that its obligations under this Section XVI shall survive and continue beyond any termination or expiration of this License Agreement.

SECTION XVII (Existing Licenses)

Licensee hereby acknowledges that Licensor has 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) have limits of no less than 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 NYCT and the City, together with their respective officials and employees, as additional insureds under such policy with coverage at least as broad as the latest edition of 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 NYCT or the City.

Each year such insurance is required, Licensee shall provide NYCT 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 either a duly executed "Certification by Insurance Broker or Agent" in the form required by the Licensor, or certified copies of all policies referenced in such Certificate of Insurance.

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, Licensee shall provide timely notice thereof on behalf of both NYCT and the City, including their officials and employees, and shall promptly send a copy of such notice(s) to both NYCT and the City. The copy of such notice to NYCT shall be sent to the address set forth in Paragraph 12 above 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 NYCT'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 NYCT 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)

Licensee shall provide Licensor with a list of the names and addresses of Licensee's manufacturers, importers and distributors and will notify Licensor of any change in such list. 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 the request of Licensor. 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 sole discretion. Each and every Sublicense granted under this License Agreement shall contain such provisions as Licensor may require, including without limitation that the Sublicense shall be assignable to the Licensor upon the written demand of the Licensor.

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 certified mail or by reputable overnight courier to the following addresses:

If to Licensor:

New York City Tourism + Conventions
1 Rockefeller Plaza
5th Floor
New York, New York
ATTN.: Natalie Koepff
Chief Operating Officer & 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:

Torkia International Inc.
1650 Broadway, Suite 910

New York, NY 10019

ATTN: Benjamin Torkian

SECTION XXIII (Confidentiality)

Except as otherwise required by law, Licensee agrees to, and shall cause its 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 Licensee 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 Licensor. In the event that Licensee or Affiliate, agent, contractor, representative, employee, officer, or director of Licensee, becomes legally compelled to disclose confidential information of Licensor, Licensee must provide Licensor with prompt written notice of such requirement so that Licensor 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, Licensee 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 Licensor and NYCT are entitled to seek equitable relief, including injunction and specific performance, in the event of any such breach.

In the event that Licensee believes that specific information it submits to Licensor or NYCT pursuant to this Agreement should be treated confidentially by Licensor or NYCT, Licensee shall so advise the party receiving the information in a writing identifying the specific information. Licensor and NYCT agree to treat information so designated as confidential proprietary information of Licensee, consistent with legal requirements.

The City or NYCT 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 NYCT 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 NYCT in their sole discretion. In the event that Licensor or NYCT determines in its discretion that information may not be withheld, Licensor or NYCT, 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.

Licensee expressly acknowledges and agrees that neither the Licensor nor NYCT will have any obligation or liability to Licensee in the event of disclosure of materials, including materials designated by Licensee 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.

B. (i) 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;

(ii) 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. (i) 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.

(ii) 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.

D. 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.

E. 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.

F. (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.

G. 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. No action at law or proceeding in equity by Licensee against Licensor or NYCT shall lie or be maintained upon any claim based upon this License Agreement or arising out of this License Agreement or in any way connected with this License Agreement unless Licensee has strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, all as herein provided.

B. No action shall lie or be maintained against Licensor or NYCT by Licensee upon any claims 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

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

D. 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.

E. No claim whatsoever shall be made by Licensee against any officer, agent, or employee of Licensor or NYCT for, or on account of, anything done or omitted in connection with this License Agreement.

F. 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.

G. 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.

H. Licensee represents and warrants to Licensor that: (i) it has been duly formed and validly existing under the laws of the State of New York, (ii) it has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; (iii) its execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action on its part; (iv) once executed and delivered, this 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 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 by-laws 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.

I. Licensor 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 Agreement; and (ii) to the best of Licensor's knowledge, the execution of and delivery of this 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 Licensor 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.

J. 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

Torkia International Inc.

By:

Its:

Date of Signature: _____

Exhibit I

The Property

Trademarks of the City of New York

Trademarks



Exhibit 2

Licensed Products

APPAREL AND ACCESSORIES

Apparel and Accessories including but not limited to:

- Short and long sleeve t-shirts including tees, tank tops and crop tops
- Active wear including fleece tops, shirts, shorts and bottoms
- Collared shirts including golf shirts, woven shirts and fashion tops
- Bottoms including pants, shorts, boxers and briefs
- Headwear including all adjustable and fitted visors, ball caps and knit caps
- Outerwear
- Sleepwear and loungewear
- Accessories (e.g. hosiery, gloves, scarves, hair accessories, earmuffs and similar items)

SOUVENIRS, NOVELTIES & COLLECTIBLES

Souvenirs, which are defined as appropriately priced tourist and visitor targeted novelty merchandise including but not limited to:

- Home Accessories
- Office & School supplies
- Stationery
- Games
- Sporting Goods
- Toys
- Puzzles
- Ornaments
- Food & Confection
- Pet Clothing & Accessories
- Gift wrapping paper and accessories
- Souvenirs (e.g. key chains, glassware, postcards, coffee cups and insulated travel mugs, individual pens and pencils, magnets, snow globes, buttons, water bottles, license plates & holders, coin banks, coasters, watches, umbrellas, sunglasses, golf balls, pins, mouse pads and picture frames and similar items)
- Pencil toppers

- Playing cards
- Plush Products

Printed products

- Memo pads and cubes
- Stickers
- Water globes
- Spoons and spoon rests
- Wallets & coin purses
- Water bottles
- Towels

Other Souvenir which may be approved in writing by NYCT

Exhibit 3

Product Labels and Graphics

City Seal Hologram

All products must include a permanent copyright notice and trademark designation etched on the back of the product. It must read “© 2025[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 NYCT, which shall have the right of prior approval over the final version.

All packaging must include at least the copyright notice “© 2025 [or current year] City of New York. All Rights Reserved.”

Exhibit 4
Quality Control Guidelines

1. All Licensed Products and related materials associated with NYCT'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 NYCT for written approval prior to any production.
2. Each product submitted for approval must, at every stage, be submitted via NYCT's online product approval system, Trademarx. Licensee will be introduced and set up with Trademarx upon contract 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. Contracts will contain NYCT'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
 - Prototypes or pre-production samples
 - 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
 - NYCT 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 NYCT
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 logo(s) discussed herein, third party logo(s) and/or corporate identification(s) in relationship to the size of the logo(s) discussed herein prior to the Licensee's logo use on products.
11. All products are required to utilize holograms, hangtags and/ or labels purchased from NYCT's exclusive on-product authentication products supplier.
12. Licensee agrees to use the following notice, ™, © 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 herein are the property of New York City and may not be reproduced without written consent. © 2025 (or other year of initial publication). City of New York. All rights reserved." Licensee agrees to use the following notice, ™, ® 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 herein are the property of the City of New York and may not be used or reproduced without prior written consent. © 2025 (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.

- 13.** Anytime a new factory is used to produce licensed merchandise, the Licensee must have the vendor sign the Ethical Standards Form attached as Exhibit 5 above. Any product being submitted on Trademarx must list the factory name and factory contact information (foreign or domestic) where production of that particular item will occur. No product approvals will be given without this information.

Exhibit 5

Ethical Standards for the City of New York

The City of New York ("City") is committed to conducting business in an ethical and responsible manner in all countries, and requires the same from all of its business partners. While the City recognizes that there are different legal and cultural environments in which factories operate throughout the world, these Ethical Standards for Vendors ("Standards"), set forth the basic minimum requirements all factories must meet in order to do business with the City.

These Standards apply to City rights holders of specific licensed products ("Licensees") and factories that produce goods for the City ("Licensed Products"), including manufacturers, contractors and subcontracted manufacturers (hereinafter collectively referred to as "Vendors"). Under the agreement in place with each Licensee, the City has the right to approve all Vendors of Licensed Products. No Vendor will be approved and no currently approved Vendor will be retained who does not comply with these Standards. The City strongly encourages Vendors to exceed these Standards and promote best practices and continuous improvement throughout their factories.

Legal Requirements:

The City requires that its Vendors must operate in full compliance with all applicable laws and regulations of the countries in which they manufacture and compliance with all local environmental laws applicable to the workplace.

Forced Labor:

The City requires that its Vendors not use forced labor, including, but not limited to, prison, indentured, bonded or involuntary labor.

Child Labor:

Vendor agrees not to use child labor in the manufacture of or otherwise in connection with any Licensed Products. The term "child" shall refer to a person younger than the local legal minimum age for employment or the age for compelling compulsory education, but in no case shall any children younger than fifteen (15) years of age (or fourteen (14) years of age where local law allows) be used to manufacture, package or sell the Licensed Products. In addition, Vendor 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.

Harassment or Abuse:

The City requires that its Vendors treat their employees with respect and dignity. Vendors must provide a work environment free of harassment, abuse or corporal punishment in any form. In addition, Vendors will not use monetary fines as a disciplinary practice.

Discrimination:

The City requires that its Vendors ensure that employment, including but not limited to hiring, salary, benefits, advancement, discipline or termination, is based solely on ability and not on any personal characteristics.

Health and Safety:

The City requires that its Vendors provide a safe and healthy working environment in accordance with applicable local law to prevent accidents and injury arising out of, linked with, or occurring in the course of work or as a result of the operation of employer facilities. Vendors who provide residential facilities must ensure these facilities are also safe and healthy in accordance with applicable local laws.

Freedom of Association:

The City requires that its Vendors recognize and respect the legal right of employees to freely associate. Employees should not be subject to intimidation or harassment as a result of the peaceful exercise of their legal right to join or to refrain from joining any organization.

Compensation and Benefits:

The City requires that its Vendors pay employees at least the minimum compensation required by local law, and to provide all legally mandated benefits. In addition to their compensation for regular hours of work, employees shall be compensated for overtime hours at such premium rate as is legally required or, in those countries where such laws do not exist, at a rate at least equal to their regular hourly compensation rate.

Hours of Work:

The City requires that its Vendors ensure that, except in extraordinary business circumstances, on a regularly scheduled basis, employees shall (i) not be required to work more than the lesser of (a) sixty (60) hours per week or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture, and (ii) be entitled to at least one day off in every seven day period.

Communication:

The City requires that its Vendors take appropriate steps to ensure that the provisions of these Standards are communicated to employees.

Monitoring and Compliance:

The City requires that its Vendors maintain on file all documentation necessary to demonstrate compliance with the City's Standards. Vendors must allow the City and its designated agents (including third parties) to engage in announced and unannounced monitoring visits, including confidential employee interviews.

City Vendors are required to take necessary corrective actions to promptly remediate any noncompliance. The City reserves the right to ultimately terminate its business relationship and/or cancel existing orders with any Vendor who is unwilling or unable to comply with these Standards.

Exhibit 7
Vendor or Factory Acknowledgements of Receipt and Compliance with Ethical Standards for the City of New York for Manufacture or Otherwise in Connection with any Licensed Product

Each entity signing below acknowledges receipt and full compliance with the Ethical Standards for the City of New York.

NAME OF VENDOR OR FACTORY
FULL ADDRESS OF VENDOR OR FACTORY

By:
NAME

Its:
TITLE

Date of Signature: _____

NAME OF VENDOR OR FACTORY
FULL ADDRESS OF VENDOR OR FACTORY

By:
NAME

Its:
TITLE

Date of Signature: _____

LICENSEE SHOULD ADD AS MANY SIGNATURE BLOCKS AS NECESSARY TO INCLUDE ALL AUTHORIZED SOURCES OF LICENSED PRODUCT

FRANCHISE AND CONCESSION REVIEW COMMITTEE

(Cal. No. 2)

RESOLVED, that the Franchise and Concession Review Committee ("FCRC") authorizes the New York City Tourism + Conventions 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 enter into a Sole Source License Agreement with Torkia International, Inc. ("Licensee"), for the non-exclusive use of city-owned trademarks on merchandise. The Agreement shall commence on January 1, 2025, and shall continue through December 31, 2027, unless sooner terminated pursuant to the terms and conditions of this License Agreement. During the Term, Licensee shall annually pay to New York City Conventions + Tourism the greater of: A percentage of net sales based on a royalty rate equal to eleven percent (11%) of Net Sales of adult and children's apparel, and fifteen percent (15%) of Net Sales of souvenirs and plush OR an annual guaranteed minimum of Three Hundred Thousand dollars (\$300,000) per year — \$200,000 allocated to Apparel and \$100,000 to Souvenirs and Plush. The parties have the option of renewing the license agreement on the same mutually agreed-upon terms and conditions for a period of two (2) years, through December 31, 2029.

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

6/11/2025

Signed: _____

Title: City Chief Procurement Officer

Date: _____