REVOCABLE LICENSE AGREEMENT

between

THE CITY OF NEW YORK
DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES
ASSET MANAGEMENT
1 Centre Street
New York, New York 10007

&

THE TRUST FOR PUBLIC LAND
666 Broadway, 9th Floor
New York, New York 10012

BL - 3104-14

Premises: **See attached Exhibit "A" and "C", Borough of Queens**

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EXHIBITS

"A" - LIST OF PARCELS COMPRISING THE LICENSED PREMISES

"B" – LIST OF TENANTED PREMISES

"C" - DIAGRAM

THIS AGREEMENT, made and entered into this 25th day of September, 2013, by and between **THE CITY OF NEW YORK** (the "City"), acting by its Department of Citywide Administrative Services ("Licensor"), having its office at 1 Centre Street, New York, New York 10007 and **THE TRUST FOR PUBLIC LAND** ("Licensee"), a California non-profit public benefit corporation qualified to conduct business in the State of New York, having an address at 666 Broadway, 9th Floor, New York, New York 10012.

WITNESSETH:

WHEREAS, The City of New York is the owner of certain real property with improvements located in the Borough and County of Queens, City and State of New York, consisting of two portions of the former Long Island Rail Road Rockaway Beach Branch right of way, and described more fully in Exhibit A hereto; and

WHEREAS, Licensee desires to enter upon the property in order to conduct certain activities thereupon relating to conducting a feasibility study, framework plan, and conceptual design for the "QueensWay," a proposed 3.5-mile linear park, as more fully appears hereinafter, all in accordance with the applicable provisions of City, state, and federal law; and

WHEREAS, Licensor shall receive from Licensee as consideration for this License the amount of Ten and 00/11Dollars ($10.00) per month; and

WHEREAS, Licensor shall provide Licensee with non-exclusive access to the property for the purpose of conducting, from time to time during the term hereof, such activities as provided hereinbelow; and

WHEREAS, Licensee shall conduct all activities permitted hereunder with reasonable care and be responsible for and shall indemnify and hold Licensor harmless from any damage to Licensor, third parties (including Licensee's agents, employees and invitees) and the property resulting from such activities in accordance with the terms hereof;

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

ARTICLE 1

PREMISES

Licensor shall permit Licensee to enter upon and perform the permitted activities upon the tax lots which are listed in the attached Exhibit "A" and, together with any rights of access to said tax lots and any existing improvements constructed upon said tax lots, referred to hereinafter as the "Premises". Licensor acknowledges and affirms that within the Premises there exist tenanted parcels of real property which are listed in the attached Exhibit "B". Licensor agrees that it will in no way interfere with, impair, or obstruct a tenant's access to and quiet enjoyment of its tenanted space and will make reasonable efforts to minimize any negative impacts with respect to such tenants which may arise by reason of Licensee's use of the Premises. A diagram of the Premises is attached hereto as Exhibit "C".

ARTICLE 2

TERM

This License shall take effect as of September 1, 2013 and shall continue only at the pleasure of Licensor and shall be revocable at any time by notice in writing in accordance with the terms hereof, but in no case shall extend beyond August 31, 2014. Further, unless this License is earlier terminated in accordance with its terms, or unless Licensor or Licensee shall

object, following termination of this License on August 31, 2014, this License shall automatically renew on September 1, 2014 for a period of one day less than one year.

Upon revocation or termination of this License or any renewal thereof, as applicable, all right of Licensee in said Premises by virtue of this License shall cease and terminate. Upon such revocation or termination, Licensee shall immediately remove its property from the Premises and restore the Premises to its condition at the commencement of this License in all material respects. Any rights Licensor may have under this License and any laws, rules or regulations affecting the conduct of activities permitted hereunder and the restoration of the Premises shall survive the revocation or termination of this License.

ARTICLE 3

UNCONDITIONAL RIGHT OF REVOCATION

Licensee expressly agrees that Licensor shall have the unconditional right to revoke this License, with or without cause, and terminate the term hereof, upon forty-eight (48) hours' written notice to Licensee, any provision of this License to the contrary notwithstanding. In the event of such revocation and termination, Licensee shall remain liable for the due and full performance of all the terms, covenants and conditions of this License on the part of Licensee to be performed up to the time of such revocation and termination.

Licensee understands and agrees that nothing, including without limitation, the length of time this License has been in effect, the cost of any improvements, capital or otherwise, or any other cost, expense or liability assumed by Licensee, shall give rise to any greater rights than have been expressly granted Licensee hereunder, nor shall they affect Licensor's unconditional right of revocation. Furthermore, in the event of revocation, Licensor's sole liability to Licensee shall be to refund to Licensee, on a pro rated basis, that portion of its current monthly charge

paid, representing the unexpired portion of the month in which the revocation takes place.

Any and all obligations and/or liabilities of Licensee under this License shall survive the revocation or termination thereof.

ARTICLE 4

PERMITTED ACTIVITIES

Licensee, through its directors, officers, employees, contractors, consultants and agents, shall enter upon and use the Premises and otherwise exercise its rights hereunder from time to time during the term hereof only for the conduct of the following activities (hereinafter, the "Permitted Activities") and for no other purpose: (i) walking the Premises; (ii) surveying the Premises; making a general visual inspections of the Premises; (iii) studying (using non-intrusive methods) the hydrology, geology and ecology of the Premises and investigating opportunities for the installation of green stormwater infrastructure; (iv) photographing and making drawings, diagrams and maps of the Premises using data collected by Licensee and other sources of data; (v) noting (but not taking any legal or other action with respect to) potential encroachments onto the Premises; (vi) assessing the structural integrity of the Premises, including examining the rail bed and the sides and undersides of the viaducts and bridges on the Premises, either from the Premises or from adjacent areas and using, if and as needed, ladders and/or a "cherry-picker" truck; (vii) performing non-intrusive soundings of sections of the bridges, viaducts and retaining walls on the Premises; (viii) visually examining drainage in, on, under and around the Premises; (ix) collecting, processing and holding data relating to the Premises either obtained pursuant to the direct exercise of Licensee's rights under this License or from other public and private sources; (x) using such collected data in all manner of written reports, studies, estimates, economic analyses and recommendations created by or on behalf of Licensee, and in

satisfactions of any requirements imposed on Licensee by Licensee's funders, and (xi) in connection with Licensee's efforts to advance the "QueensWay" project, presenting its findings, reports and recommendations with respect to the Premises in printed publications, community meetings, official hearings, confidential negotiation sessions and though media outlets including radio, television and the Internet.

In addition to the above-enumerated Permitted Activities, Licensee may from time to time during the term hereof seek supplemental permission from Licensor to conduct walking tours of portions of the Premises that Licensee considers safe and accessible, for the limited purpose of briefing public officials and/or educating members of the public regarding possible future uses for the Premises and for seeking public and/or private political, financial and public relations support for the advancement of the "QueensWay" project and Licensee's charitable mission. Any such supplemental permission, if granted, will set forth any parameters, requirements or limitations imposed by Licensor, and all aspects of such supplemental use including that governed by Licensor's specific permission letter would be governed by the terms of this License (including, without limitation, the provisions of Article 11 hereof), as if such supplemental use were a Permitted Activity hereunder.

Licensee shall not use the Premises for the sale of tobacco or tobacco products, or for arcades, slot machines, OTB parlors, game rooms, billiard halls, gun sales or repair shops, pornography or physical culture establishments of any kind, or for discotheques or cabarets.

Licensee shall carry out all Permitted Activities hereunder in accordance with all applicable laws, orders, rules and regulations of all federal, state and municipal bodies having jurisdiction. Before the conduct of any Permitted Activities hereunder shall begin, Licensee shall obtain or cause to be obtained all permits which may be required by any City, state or

federal department having jurisdiction over the Premises and/or the matters or activities for which such permits may be required.

ARTICLE 5

LICENSE FEE AND ADDITIONAL CHARGES

a) Licensee shall pay to Licensor, without further notice, a License Fee in the amount of Ten and 00/100 Dollars ($10.00) per month, at Licensor's address as set forth above, in advance on the first day of each calendar month during the continuance of this License. The foregoing notwithstanding, the License Fee for the entire term of this License may be prepaid in full or in part by Licensee, however, in the event of any termination of this License, whatever the cause, any prepaid License Fees shall not be refundable. Payment of the License Fee may not be made by a third party unless Licensee has received Licensor's prior written consent therefor. In no instance shall payment of Licensee's License Fee by a third party create a licensor-licensee relationship between Licensor and the third party nor shall such payments affect Licensee's sole responsibility for payment of its monthly License Fee.

b) Licensee shall pay to Licensor as Additional Charges reasonable attorney's fees, and any other monies paid by Licensor for service of process, marshal's fees and costs incurred in summary proceedings and the like. Further, Licensee shall pay to Licensor as Additional Charges such other items identified in this License as Additional Charges.

ARTICLE 6

LATE CHARGE

If Licensee fails to pay any monthly Licensee Fee and/or any Additional Charge in full by the tenth (10th) day of any monthly period, Licensor, at its sole discretion, may impose a late payment charge for that monthly period equal to two percent (2%) of any fees/charges due, but not

less than a minimum charge of Ten and 00/100 Dollars ($10.00). Such late payment charge shall be compounded monthly and shall be collectible as an Additional Charge. Licensor's failure to immediately demand a late payment charge shall not waive Licensor's right to collect it at a later date.

ARTICLE 7

ACCEPTANCE OF FEE AFTER EXPIRATION OF TERM

It is expressly agreed that Licensor's acceptance of any payment from Licensee for the continued use of the Premises beyond the natural expiration (i.e. other than by revocation) of the term of this License shall not give rise to any landlord/tenant relationship between the parties, but rather shall be deemed to create a day-to-day license, at the same daily License Fee rate as set forth in Article 5 above.

ARTICLE 8

NO ASSIGNMENT

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

ARTICLE 9

CONSENT TO CHANGE PREMISES;

COST OF WORK, LABOR AND MATERIAL

(a) Licensee may not change or add to the Premises without the prior written consent of Licensor. All additions, including, without limitation, trade fixtures, shall, at the option of Licensor, become the property of Licensor when attached to the Premises. Licensor must not attach any advertisement, notice or sign to the outside of the Premises without obtaining Licensor's prior written consent.

(b) Licensee shall pay the entire cost of all work, labor and material in connection with all activities undertaken by it at the Premises, including but not limited to:

(i) construction, use, maintenance and removal;

(ii) The protection of all structures which shall in any way be disturbed by the conduct of Permitted Activities;

(iii) All changes in sewers or other subsurface structures necessitated by the conduct of Permitted Activities, including the laying or relaying of pipes, conduits, sewers or other structures;

(iv) The replacing or restoring of the pavement in the Premises which may be disturbed during the conduct of Permitted Activities;

(v) The inspection of all work during the conduct of Permitted Activities and any restoration, as herein provided, which may be required by any City, state or federal department having jurisdiction.

ARTICLE 10

PERMITS AND COMPLIANCE WITH LAWS

Before the conduct of any Permitted Activities hereunder shall begin, Licensee shall obtain or cause to be obtained all permits which may be required by any City, state or federal department having jurisdiction. Licensee shall perform all the duties which may be imposed by

any department as a condition of such permits, provided such conditions are not inconsistent with the provisions of this License. Licensee shall submit to those departments working plans which shall include and show in detail the method of construction of the structures hereby authorized and the mode of protection or changes in all structures required by the construction or removal of the same.

Upon the completion of the work, Licensee shall furnish to any department having jurisdiction plans of such character as may be directed, showing accurately and distinctly the location, size and type of construction, and complete dimensions of any structure erected or installed pursuant to this License.

Licensee shall comply with all applicable laws, rules, regulations and orders of City, state and federal authorities regarding the Premises and the use, occupancy and maintenance thereof, and with such other rules, regulations, orders, terms and conditions as may be set or required by Licensor.

ARTICLE 11

INDEMNIFICATION

Licensee covenants and agrees that it shall forever:

Defend, indemnify and hold harmless Licensor, its agents, representatives and employees from and against any and all risk of loss, damage or injury to person or property and agrees that Licensor, its agents, servants and employees shall be free from all liabilities and claims for damage and/or suits for or by reason of any injury or death to any person or property, of any kind whatsoever, whether to the person or property of Licensee, its agents, servants or employees, or of third persons, for any cause or causes whatsoever which may occur or arise during the Term

of this License and in connection with the exercise of Licensee's rights under this License. Licensee agrees to indemnify and hold Licensor harmless from any and all claims, actions, suits, proceedings, costs, losses, expenses, damages and liabilities, including attorney's fees, however occurring, arising out of or in any way related to Licensee's use of the Premises, or by any acts of omission or negligence on the part of the Licensee or any of its agents, contractors, employees, or sublicensees.

Defend, indemnify and hold harmless Licensor, its agents, representatives, and employees from and against any and all liens and encumbrances which may be placed, filed or recorded against the Premises as a result of work or other activities of any nature performed at the Premises by or on behalf of Licensee, whether pursuant to this License or otherwise authorized (whether in writing or otherwise) by Licensee and, when, as, and if, any such lien or encumbrance is placed, filed or recorded against the Premises, to remove, satisfy or otherwise discharge the same.

Should Licensee dispute the validity of any such lien or encumbrance placed, filed or recorded against the Premises, in lieu of removing, satisfying or discharging the same, Licensee may, at Licensor's discretion and in a form satisfactory in scope and substance to Licensor, furnish a bond or bonds in connection therewith. Such bond or bonds shall be in such form and amount as shall be approved by Licensor, in its sole discretion.

Anything in this Article 11 to the contrary notwithstanding, nothing in this License shall be construed to relieve the City from responsibility to Licensee for any loss or damage caused Licensee wholly or in part by the negligent acts or omissions of the City; except, however, that the City shall not be responsible for any portion of such loss or damage which is recovered or recoverable by Licensee from any insurance covering such loss or damage caused, or for any

portion of such loss or damage against which Licensee is indemnified or insured.

Licensee shall notify Licensor of any damage or accident occurring on the Premises within twenty-four (24) hours of any such occurrence.

The provisions of this Article 11 shall survive the expiration or other termination of this License.

ARTICLE 12

INSURANCE

Licensee, at its sole cost and expense, must procure and maintain, or cause its contractors and/or subcontractors to procure and maintain, for the duration of the License the following insurance against claims for injuries to persons or damages to property which may arise from, near or in connection with the Premises:

(a) Minimum Scope of Insurance

Coverage shall be at least as broad as:

(i) Insurance Services Office "occurrence" form CG 0001 (ed. 10/93) covering Commercial General Liability or its equivalent.

(ii) Workers Compensation Insurance as required by the Labor Code of the State of New York and Employers Liability insurance.

(b) Minimum Limits of Insurance

Licensee shall maintain limits no less than:

(i) Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal and property damage. Minimum $2,000,000 aggregate. (The general aggregate limit shall apply separately to this License or the general aggregate shall be twice the required occurrence limit.)

(ii) Workers' Compensation and Employers Liability: Workers' Compensation and Employers Liability limits as required by the Labor Code of the State of New York or other applicable law.

(c) Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by Licensor. At the option of Licensor, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Licensor, its officers, officials and employees or Licensee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions

The policies are to contain, or shall be endorsed to contain, the following provisions:

(i) General Liability and Automobile Liability coverage, and, when applicable, garage insurance and pollution liability coverage.

a. Licensor, its officers, officials and employees are to be covered as insureds with respect to liability arising out of the Premises. The coverage shall contain no special limitations on the scope of protection afforded to Licensor, its officers, officials and employees.

b. Licensee's insurance coverage shall be primary insurance with respect to Licensor, its officers, officials and employees. Any insurance or self-insurance maintained by Licensee, its officers, officials or employees shall be excess of and not contribute with Licensor's insurance.

c. coverage shall state that Licensee's insurance shall apply

separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(ii) Workers' Compensation and Employers Liability Coverage The insurer shall agree to waive all rights of subrogation against Licensor, its officers, officials, and employees for losses arising from the Premises.

(iii) All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided or cancelled, except after thirty (30) days prior written notice has been given to Licensor.

(e) Acceptability of Insurers

Insurance is to be placed with insurers licensed to do business in the State of New York with a Best's rating of A-7 or better, unless specific approval otherwise has been granted by the Mayor's Office of Operations.

(f) Verification of Coverage

Licensee shall furnish Licensor with Certificates of Insurance effecting coverage required by this clause. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be on forms that are to be received and approved by Licensor before the License commences. In addition, Licensee shall require an endorsement naming Licensor, its officers, officials and employees as additional insureds. Licensor reserves the right, by written request to Licensee, to obtain complete, certified copies of all required insurance policies at any time.

ARTICLE 13

SECURITY DEPOSIT

Upon execution hereof, Licensee shall deposit with the Comptroller of The City of New York the sum of One Thousand and 00/100 Dollars ($1,000.00), which sum shall be security for (a) the faithful performance of all obligations imposed upon Licensee hereunder and (b) the payment of all the sums of money (including taxes) which may be due the City because of the conduct of any activities herein authorized or any restoration as herein provided.

In the event that Licensee fully and completely performs all such obligations and timely makes all such payments, Licensor shall cause said sum to be returned to Licensee, without interest, promptly following termination of this License.

In the event that Licensee shall default in the performance of any such obligation or the making of any such payment, Licensor may apply the sum so deposited to the cost of performing such obligation or making of such payment on Licensee's behalf. Licensee's liability for such default shall in no event be limited to the amount of such security deposit and Licensee shall be and remain liable for any deficiency.

ARTICLE 14

TERMINATION OF LICENSE

Upon the revocation or termination of this License, Licensee, at its sole cost and expense, shall cause the Premises to be restored to its proper and original condition.

ARTICLE 15

INVESTIGATIONS

15.1 The parties to this Agreement agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York ("State") or City of New York

("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.

15.2(a) 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;

15.2(b) If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City 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, the State, or any political subdivision thereof or any local development corporation within the City, then:

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

15.3(b) If any nongovernmental 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 15.5 below without the City incurring any penalty or damages for delay or otherwise.

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

(a) 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; and/or

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

15.5 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 (a) and (b) below. He or she may also consider, if relevant and appropriate, the criteria established in paragraphs (c) and (d) below in addition to any other information which may be relevant and appropriate:

(a) 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.

(b) 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.

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

(d) 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 15.4 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 15.3(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 potential adverse impact a penalty will have on such person or entity.

15.6(a) 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.

(b) 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.

(c) 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.

(d) 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.

15.7 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 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 by the Licensee, or affecting the performance of this License.

ARTICLE 16

NO DISCRIMINATION

(a) Throughout the term of this License, Licensee shall not discriminate against any employee or applicant for employment because of actual or perceived race, color, creed, national origin, alienage or citizenship status, age, gender, disability, marital or partnership status, or sexual orientation, or otherwise engage in any unlawful discriminatory practice as defined in and pursuant to the terms of Title 8 of the City Administrative Code, which is the City's Human Rights Law.

(b) Licensee, in all solicitations or advertisements for employees placed by or on behalf of Licensee, shall state that all qualified applicants will be considered for employment without regard to race, color, creed or national origin, age, sex, handicap, marital status or sexual orientation.

(c) Licensee shall send each labor union or other representative of workers with which it has a collective bargaining agreement or other contract or understanding relating to employment at the Premises a notice advising such labor union or workers' representative of Licensee's agreement as contained in this paragraph and a copy thereof shall be sent to the Commissioner within three (3) days after notification to such union or representative.

(d) Licensee shall furnish to Licensor all information required by the Licensor pursuant to this paragraph and will permit access by Licensor to its books, records and accounts for the purposes of investigation to ascertain compliance with this paragraph. To evidence compliance with this Article, Licensee shall furnish such compliance reports as may from time to time be required by Licensor . Such reports shall contain, inter alia, information as to Licensee's practices, policies, programs, employment policies and employment statistics. Such reports shall, if Licensor so requests, also contain the following information:

(i) Information as to the practices, policies, programs, employment policies and employment statistics of Licensee's Sublicensees, contractors and subcontractors with respect to the demised Premises;

(ii) If Licensee has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, or with a Sublicensee, contractor or subcontractor, such information as to such parties' practices and policies affecting compliance as Licensor may require, provided that if such information is within the exclusive possession of such party and such party shall refuse to furnish such information to Licensee, Licensee shall so certify to Licensor as part of its compliance report and shall set forth what efforts it has made to obtain such information. Licensee shall include or cause to be included the provisions of this Article in every sublease, contract and subcontract of Licensee relating to the Premises and each obligation of each such Sublicensee, contractor or subcontractor.

ARTICLE 17

NO CONFLICT OF INTEREST

Licensee warrants and represents that no officer, agent, employee or representative of

The City of New York has received any payment or other consideration for the making of this License and that no officer, agent, employee or representative of The City of New York has any interest, directly or indirectly, in this License or the proceeds thereof.

ARTICLE 18

OTHER AGREEMENTS

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

ARTICLE 19

NOTICES

Except as otherwise in this License specifically provided, a notice or communication which either party is required to give to the other shall be in writing by personal delivery or by overnight mail or by registered or certified mail, return receipt requested, addressed to the other at the address set forth below or to such other address as either party may from time to time direct by written notice given in the manner herein prescribed. Such notice or communication shall be deemed to be received as follows: if by personal delivery upon receipt, if by overnight mail the next day following the date of mailing, or if by registered or certified mail the third day following such mailing.

To Licensor:

The City of New York
Department of Citywide Administrative Services

1 Centre Street, Room 2017
New York, N.Y. 10007
Attention: Assistant Commissioner
Bureau of Property Management & Leasing

To Licensee:

The Trust for Public Land
666 Broadway, 9th Floor
New York, NY 10012
Attention: Counsel

ARTICLE 20

WARRANTY

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

ARTICLE 21

JURY WAIVER; WAIVER OF COUNTERCLAIM

To the fullest extent permitted by law, the parties waive their respective rights to a jury trial in any action or summary proceeding to recover possession of the Premises and Licensee waives its right to counterclaim or set-off therein, which waiver shall survive the revocation or termination of this License.

ARTICLE 22

ADDITIONAL REQUIREMENTS UPON LICENSEE

Neither Licensee nor its contractors and subcontractors shall deposit refuse, debris, garbage, waste and all other objectionable materials on the Premises. Further, Licensee undertakes to repair or cause to be repaired any damage to the Premises caused by said parties.

The parties acknowledge that Licensee shall not have exclusive possession of the Premises and that Licensee shall not be responsible for policing or securing the Premises. Licensee will endeavor to avoid interfering with any activities of Licensor, its tenants, contractors employees and agents, while on the Premises.

ARTICLE 23

POSSESSION

In the event Licensor acknowledges that it is unable to give possession of the Premises on the date set forth in Article 2 herein, the License Fee shall not commence until possession has been given or is available, as determined by Licensor. Under such circumstances, Licensor shall not be subject to any liability for failure to give possession on such date and the validity of this License shall not be impaired. The provisions of this article are intended to be "an express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law. Notwithstanding the foregoing, in no event shall Licensor be obligated to extend the Term.

SIGNATURE PAGE IS NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinabove set forth.

LICENSOR:
THE CITY OF NEW YORK
DEPARTMENT OF CITYWIDE
ADMINISTRATIVE SERVICES

By: _____
Joey Kara Koch
Chief Asset Management Officer/
Deputy Commissioner

LICENSEE:
THE TRUST FOR PUBLIC LAND

By: _____
Marc Matsil
New York State Director

Approved as to Form by:

Steven Stein Cushman
Acting Corporation Counsel

UNIFORM FORM OF ACKNOWLEDGMENT

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On the 1st day of October, in the year 2013, before me, the undersigned, personally appeared Joey Kara Koch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

EDDEY FERNANDEZ
Commissioner of Deeds
City of New York No. 4-6927
Certificate Filed in New York County
Commission Expires 8/1/2014

(Notary Public) ~~Strike-out~~ (Commissioner of Deeds)

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On this 25th day of September, 2013, before me, the undersigned, personally appeared Marc Matsil, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity and that by her signature on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Simon Rucker
Notary Public State of New York
Kings County
Expires 5/14/2016
Registration No. 01RU6261454

(Notary Public)

Exhibit A

Location of Property – Borough of Queens

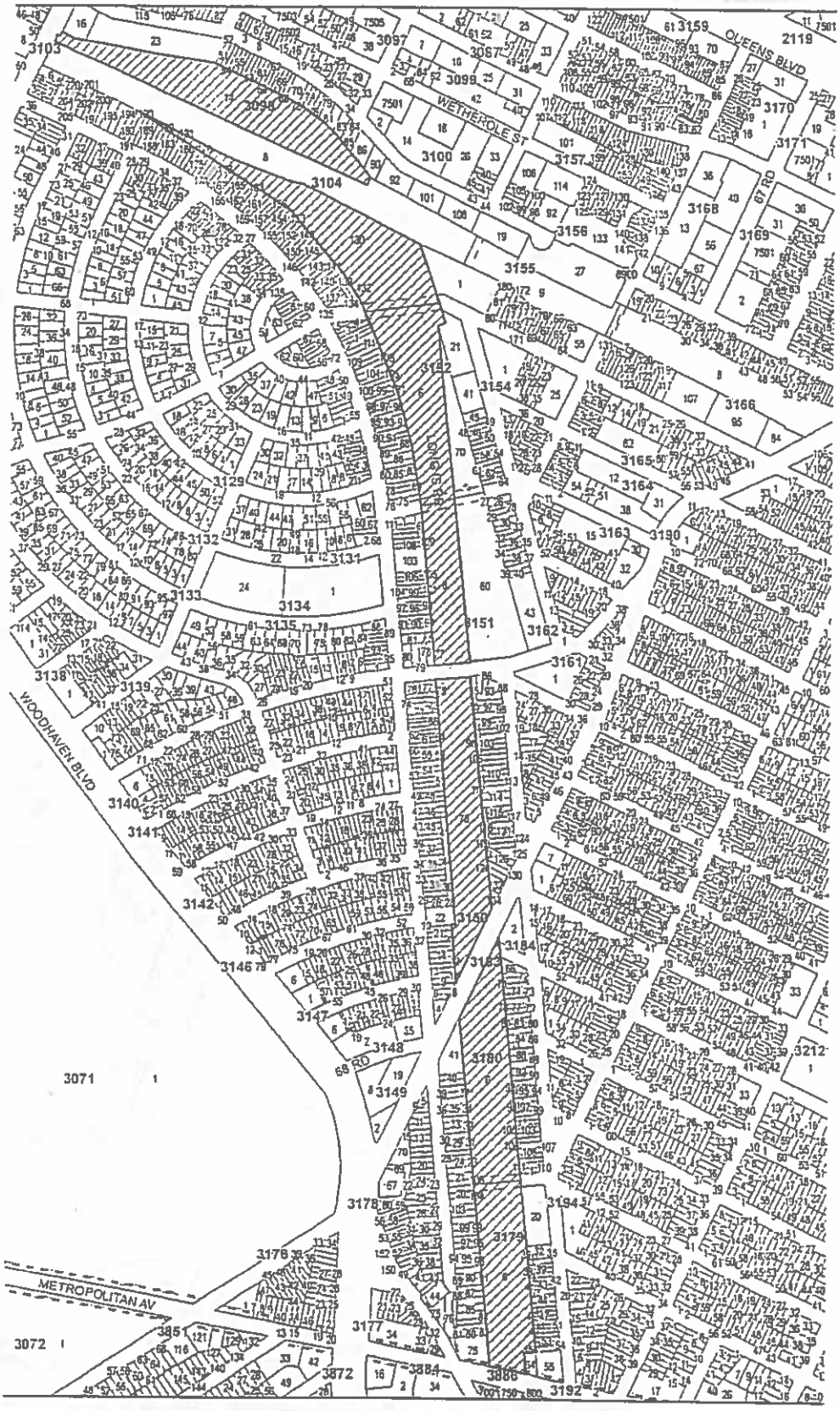
*The licensed premises include the following block and lots:

Block	Lot
3104	14
3104	130
3150	78
3151	8
3152	6
3179	6
3180	6
3880	91
3886	38
3886	449
3886	695
3886	750
9042	18
9043	82
9045	137
9075	12
9106	70
9122	80
9171	59
9177	70
9286	82
9291	56
9306	82

EXHIBIT B
TENANTED PORTION

Borough	Block	Lot
4	3151	8
4	3152	6
4	3880	91
4	3886	38
4	3886	750
4	9042	18

EXHIBIT "C"



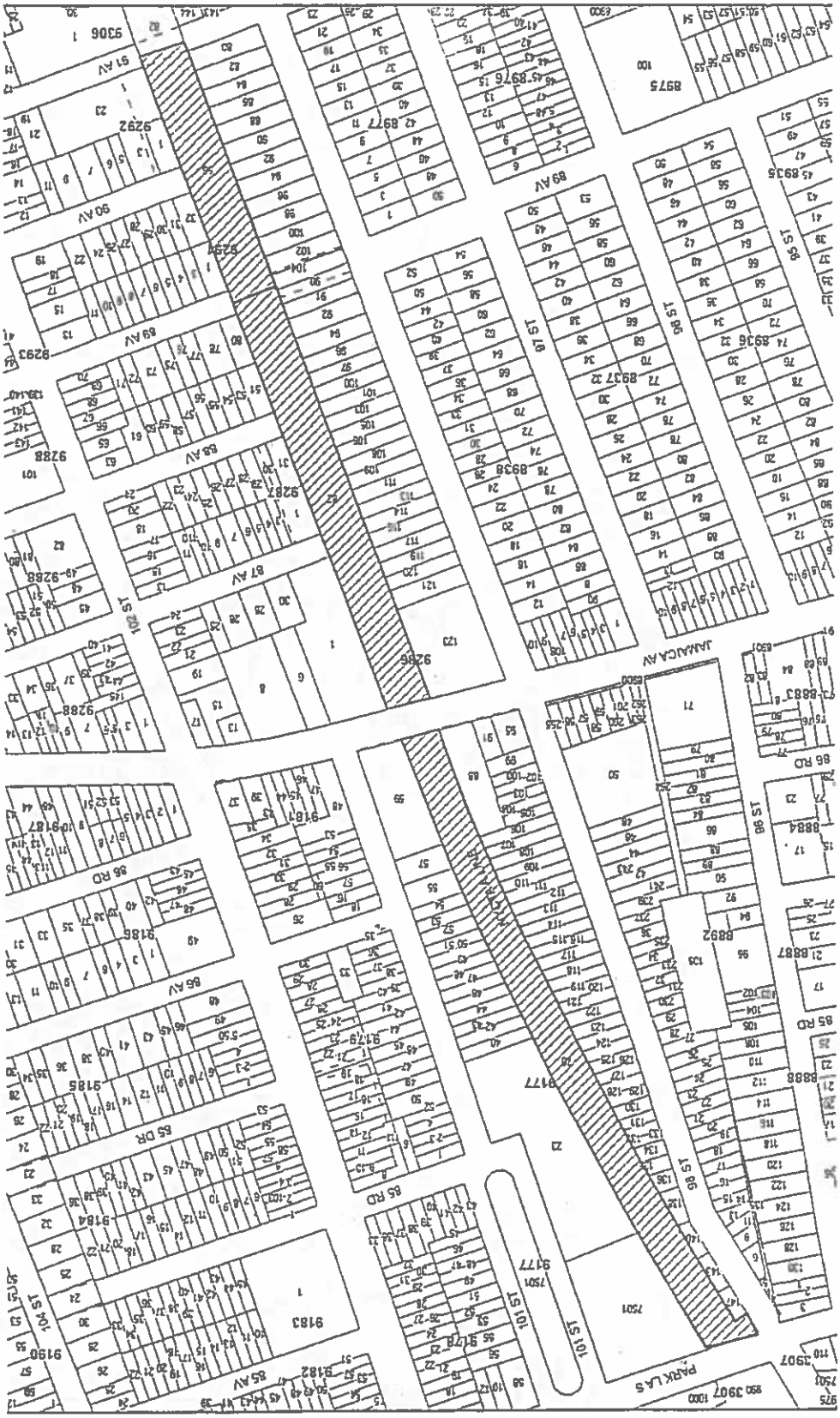
ALL DIMENSIONS ARE APPROXIMATE AND NOT DRAWN TO SCALE

EXHIBIT "C"



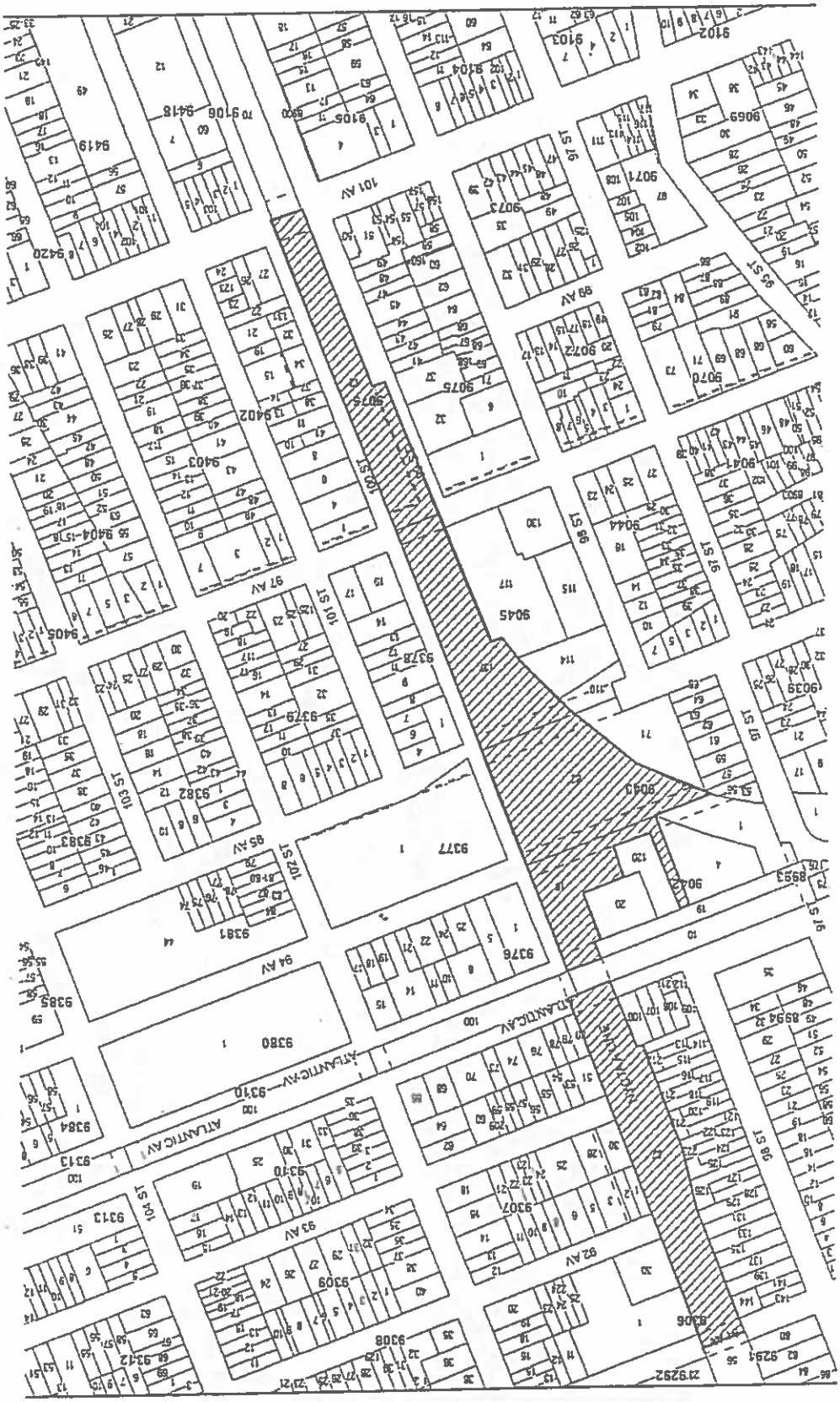
ALL DIMENSIONS ARE APPROXIMATE AND NOT DRAWN TO SCALE

EXHIBIT "C"



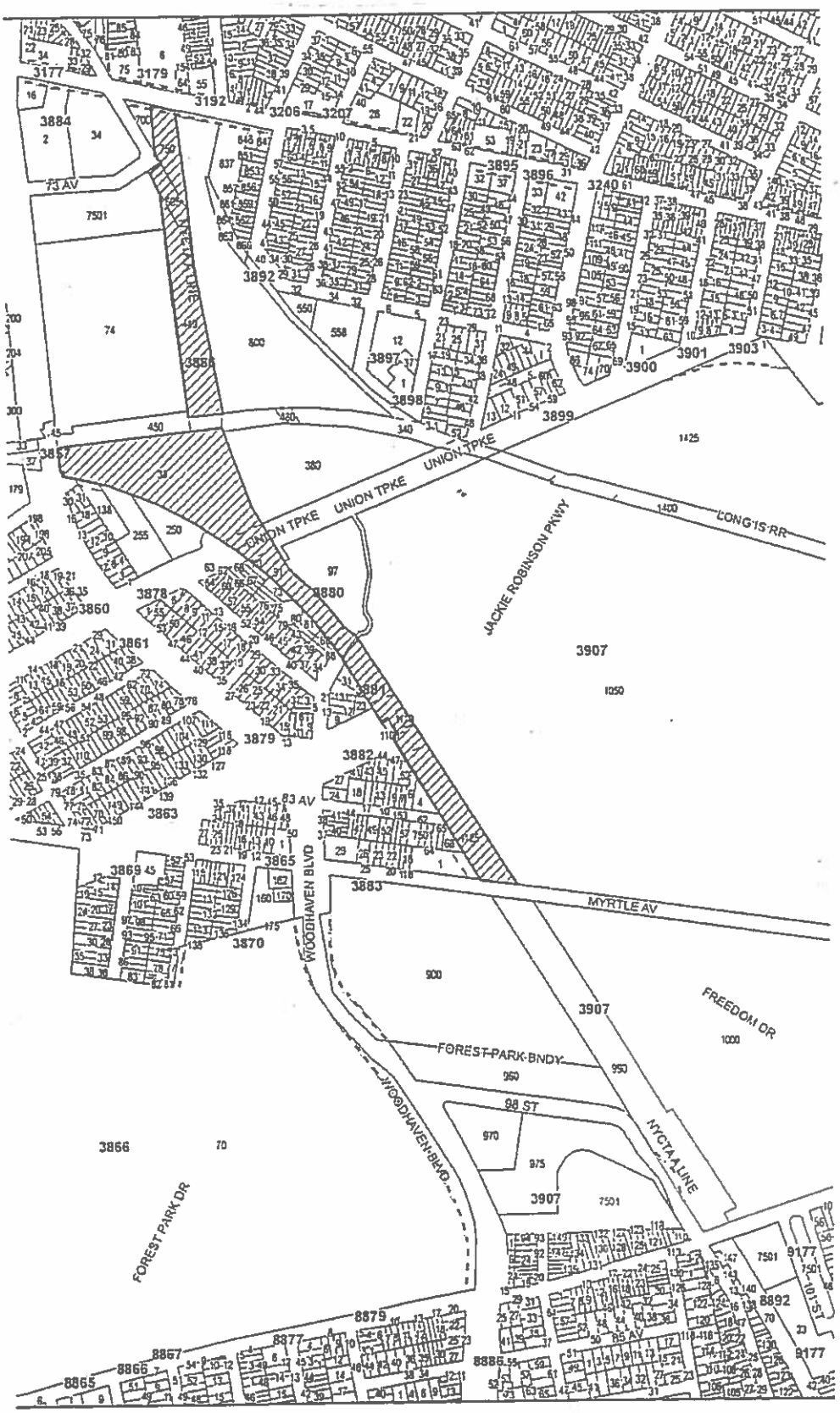
ALL DIMENSIONS ARE APPROXIMATE AND NOT DRAWN TO SCALE

EXHIBIT "C"



ALL DIMENSIONS ARE APPROXIMATE AND NOT DRAWN TO SCALE

EXHIBIT "C"



ALL DIMENSIONS ARE APPROXIMATE AND NOT DRAWN TO SCALE