STATE OF NEW YORK
EXECUTIVE DEPARTMENT
THE NEW YORK STATE OFFICE OF GENERAL SERVICES
LEASE MANAGEMENT
DIVISION OF REAL ESTATE
LEASING SERVICES
THE GOVERNOR NELSON A. ROCKEFELLER EMPIRE STATE PLAZA
CORNING TOWER, 40TH FLOOR
ALBANY, NEW YORK 12242

REVOCABLE LICENSE AGREEMENT

Licensed Premises Address:

Licensor Name
Licensor Address:

Office of the New York State Comptroller's Lease No.:

Project No.:
SFS Project No.:

The New York State Department of Motor Vehicles

THIS LICENSE AGREEMENT (hereinafter also referred to as the "License" or the "License Agreement") dated _____, by and between _____(name and address), hereinafter referred to as the "Licensor" and The People of the State of New York, acting by and through the Commissioner of General Services (hereinafter referred to as the "Commissioner"), pursuant to Section 3 of the New York State Public Buildings Law, whose address is The Governor Nelson A. Rockefeller Empire State Plaza, Corning Tower, 36th Floor, Albany, New York 12242 (hereinafter referred to as the "Licensee"). The foregoing may be hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

WITNESSETH: In consideration of the mutual covenants, terms and conditions hereinafter set forth, the Parties hereto agree as follows:

1. **LICENSED PREMISES:** The Licensor does hereby grant unto said Licensee, the use of certain real property (hereinafter referred to as the "Licensed Premises") described on Exhibit 1 of this License Agreement, located at _____, in the City of _____, County of _____ and State of New York, together with all easements, rights and appurtenances thereto and any and all improvements constructed thereon, to use in-common with the Licensor. The Use, as that is defined in Section 3 of this License Agreement, of the Licensed Premises shall be carried out by the Licensee or the New York State Department of Motor Vehicles (hereinafter referred to as the "Occupying Agency").

2. **TERM:** The term (hereinafter referred to as the "Term" or the "License Agreement Term") of this License Agreement shall commence on _____ (hereinafter referred to as the "Commencement Date") and shall expire, unless sooner terminated, on _____ (hereinafter referred to as the "Expiration Date" or the "Termination Date"). The foregoing may be collectively referred to as the "Term."

Effective as of the Expiration Date, Termination Date or the end of any extension or holdover of the Term of this License Agreement, or the Renewal Term, if applicable, the Parties (each hereinafter referred to as a "Releasing Party"), agree to enter into a mutual release agreement (hereinafter referred to as the "Mutual Release") whereby they shall confirm the date of the end of the tenancy and finalize their respective rights and obligations pertaining to the end of the tenancy. The Mutual Release shall be provided by the Licensee to the Licensor and the Licensor agrees to promptly execute and return the same to the Licensee.

3. **LICENSE USE:** The Licensee and the Occupying Agency's sole use of the Licensed Premises shall be for the parking of vehicles and a storage unit, if applicable, used by their agents, employees, consultants, affiliates, guests and invitees and the administration of commercial drivers' license road tests.

4. **LICENSE FEE:** Beginning on the Commencement Date, and thereafter monthly, on the first day of each and every calendar month during the Licensee Agreement Term, the Licensee, on behalf of the Occupying Agency, shall pay to the Licensor a license fee (hereinafter referred to as the "License Fee") in a sum equal to _____ and __/100 Dollars ($_____) per annum, which equates to a monthly payment of _____ and __/100 Dollars ($_____), in compliance with Article 11-A of the New York State Finance Law.

5. **NO SERVICES PROVIDED; REPAIRS, MAINTENANCE AND ALTERATIONS:** The Parties understand and agree that this License Agreement is a grant of rights to land and the Licensor shall not be required to furnish any services or facilities except for: parking lot surface care, maintenance and restoration, including, but not limited to, striping; proper lighting; fencing; signage; parking enforcement and snow and refuse removal. Notwithstanding the foregoing, repairs and maintenance of the foregoing required as a result of the negligence of the Licensee and/or the Occupying Agency or their officers and employees, when acting within the course and scope of their employment, shall be performed by the Licensor, at the Licensee's or the Occupying Agency's cost, as the case may be. The Occupying Agency shall leave the Licensed Premises clean and damage free after day-to-day use. The Licensee and the Occupying Agency shall not make any alterations, additions or improvements to the Licensed Premises without the prior written approval of the Licensor, which shall not be unreasonably withheld, conditioned or delayed.

6. **COMPLIANCE WITH LAWS:** Throughout the Term of this License Agreement, the Licensor shall, at its sole cost and expense, ensure that the Licensed Premises complies with all applicable federal, State or local laws, rules, orders, ordinances and regulations at any time issued or in force, and the requirements of any insurance policy covering the Licensed Premises and the improvements thereto. The Licensee and the Occupying Agency agree that they will not use the Licensed Premises for any purpose that shall violate any applicable laws, rules, orders, ordinances and regulations.

7. **INSURANCE:** Prior to the Commencement Date of this License Agreement, the Licensor shall be required to procure, at its sole cost and expense, all insurance required by this section. During the Term of this License Agreement, the Renewal Term, if applicable, and any extension or holdover thereof, the Licensor shall maintain in force, at its sole cost and expense, policies of insurance as required by this section. All insurance required by this section shall be written by companies that have an A.M. Best Company rating of "A-," Class "VII" or better. In addition, companies writing insurance intended to comply with the requirements of this section should be licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York. The Licensee may, at its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documents are accompanied by a completed Excess Lines Association of New York (ELANY) affidavit or other documents demonstrating the company's strong financial rating. If, during the term of a policy, the carrier's A.M. Best rating falls below "A-," Class "VII," the insurance must be replaced, on or before the renewal date of the policy, with insurance that meets the requirements above.

The Licensor shall deliver to the Licensee evidence of the insurance required by this section in a form acceptable to the Licensee. Policies must be written in accordance with the requirements of the paragraphs below, as applicable. Acceptance and/or approval by the Licensee does not, and shall not be construed to, relieve the Licensor of any obligations, responsibilities or liabilities under this License Agreement.

The Licensor shall not take any action or omit to take any action that would suspend or invalidate any of the required coverages during the Term of this License Agreement, the Renewal Term, if applicable, and any extension or holdover thereof.

General Conditions

A. ***Conditions Applicable to Insurance***. All policies of insurance required by this section shall comply with the following requirements:

1. ***Coverage Types and Policy Limits***. The types of coverage and policy limits required from the Licensor are specified below in Paragraph B-*Insurance Requirements*.

2. ***Policy Forms***. Except as otherwise specifically provided herein, or agreed to in writing by the Licensee, all policies of insurance required by this section shall be written on an occurrence basis.

3. ***Certificate of Insurance/Notices***. The Licensor shall provide the Licensee with a Certificate or Certificates of Insurance, in a form satisfactory to the Licensee (i.e., an ACORD certificate), prior to the Commencement Date, and thereafter, pursuant to the timelines set forth in Section A.13. below. Certificates shall reference the License Agreement number and shall name The New York State Office of General Services, Division of Real Estate, Leasing Services, The Governor Nelson A. Rockefeller Empire State Plaza, Corning Tower, 40th Floor, Albany, New York 12242 as the certificate holder.

Certificates of Insurance shall:

- Be in the form acceptable to the Licensee and in accordance with the New York State Insurance Law (i.e.: an ACORD Certificate);
- Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by this License Agreement;
- Be signed by an authorized representative of the referenced insurance carriers; and
- Contain the following language in the Description of Operations/Locations/Vehicles section: Additional insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the additional insureds.

Only original documents (Certificate(s) and any endorsements and other attachments) or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted.

The Licensee has not requested that the Licensor submit copies of its entire insurance policies. The Licensee only requests specific documentation regarding proof of insurance coverage, such as certificates and endorsements. The Licensor is asked to refrain from submitting entire insurance policies. If an entire insurance policy is submitted but not requested, the Licensee and the Occupying Agency shall not be obligated to review and shall not be chargeable with knowledge of its contents. In addition, submission of an entire insurance policy not requested by the Licensee does not constitute proof of compliance with the insurance requirements and does not discharge the Licensor from submitting the insurance documentation required by this section. The Licensee reserves the right to request other proof of insurance, including, but not limited to, policies, and the Licensor agrees to comply with all reasonable requests.

4. ***Primary Coverage***. All liability insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the Licensee and the Occupying Agency. Any other insurance maintained by the Licensee or the Occupying Agency shall be excess of and shall not contribute with the Licensor's insurance.

5. ***Breach for Lack of Proof of Coverage***. The Term of this License Agreement shall not commence if the coverage provisions and limits of the policies provided by the Licensor do not meet the provisions and requirements of this section or proof of compliance is not provided to the Licensee. In addition, the failure to comply with the requirements of this section at any time during the Term of this License Agreement, the Renewal Term, if applicable, and any extension or holdover thereof, shall be considered a breach of the terms of the License Agreement and shall allow the Licensee to avail itself of all remedies available under this License Agreement, at law or in equity.

6. ***Self-Insured Retention/Deductibles***. Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above $100,000.00 are subject to approval from the Licensee. Such approval shall not be unreasonably withheld, conditioned or delayed. The Licensor shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the Licensor is providing the required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program along with a description of that program, including, but not limited to, information regarding the use of a third-party administrator shall be provided upon request.

7. ***Subcontractors***. Prior to the commencement of any work by a subcontractor, the Licensor shall require such subcontractor to procure policies of insurance that comply with the requirements of this section and maintain the same in force during the term of any work performed by that subcontractor. An Additional Insured Endorsement CG 20 38 12 19 (or the equivalent) evidencing such coverage shall be provided to the Licensee prior to the commencement of any work by a subcontractor and pursuant to the timelines set forth in Section A.13., as applicable and shall be provided to the Licensee upon request. For subcontractors that are self-insured, the subcontractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the subcontractor would have been required to pursuant to this section had the subcontractor obtained such insurance policies.

8. ***Waiver of Subrogation***. The Licensor shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the Licensor's right of subrogation against The People of the State of New York, The New York State Office of General Services, The New York State Department of Motor Vehicles and their officers, agents, and employees, or, if such waiver is unobtainable provide one of the following to the Licensee prior to the Commencement Date of this License Agreement: (i) an express agreement that such policy shall not be invalidated if the Licensor waives or has waived before the casualty, the right of recovery against The People of the State of New York, The New York State Office of General Services, The New York State Department of Motor Vehicles and their officers, agents, and employees or (ii) any other form of permission for the release of The People of the State of New York, The New York State Office of General Services, The New York State Department of Motor Vehicles and their officers, agents, and employees. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.

9. ***Additional Insured***. The Licensor shall cause to be included in each of the liability policies required below for all work and operations naming as additional insured (via ISO form CG 20 26 12 19 and form CA 20 48 10 13, or a form or forms that provide equivalent coverage): The People of the State of New York, The New York State Office of General Services, The New York State Department of Motor Vehicles and their officers, agents, and employees. An Additional Insured Endorsement, or the equivalent, evidencing such coverage shall be provided to the Licensee prior to the Commencement Date and pursuant to the timelines set forth in Section A.13. below. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For entities that are self-insured, the Licensor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Licensor would have been required to pursuant to this section had the Licensor obtained such insurance policies.

10. ***Excess/Umbrella Liability Policies***. Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of Underlying Insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form, must be provided upon request.

11. ***Notice of Cancellation or Non-Renewal***. Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, the Licensor shall provide the Licensee with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the requirements of this section.

12. ***Policy Renewal/Expiration***. Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the requirements of this section shall be delivered to the Licensee. If, at any time during the Term of this License Agreement, the Renewal Term, if applicable, and any extension or holdover thereof, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this section, or proof thereof is not provided to the Licensee, the Licensee and the Occupying Agency shall have the right to avail themselves of all remedies available under this License Agreement, at law or in equity.

13. ***Deadlines for Providing Insurance Documents after Renewal or Upon Request***. As set forth herein, certain insurance documents must be provided to the Licensee after renewal or upon request. This requirement means that the Licensor shall provide the applicable insurance document to the Licensee as soon as possible but in no event later than the following time periods:

- For certificates of insurance: five (5) business days from request or renewal;
- For information on self-insurance or self-retention programs: fifteen (15) calendar days from request or renewal;
- For other requested documentation evidencing coverage: fifteen (15) calendar days from request or renewal;
- For additional insured and waiver of subrogation endorsements: thirty (30) calendar days from request or renewal; and
- For notice of cancellation or non-renewal and proof of replacement coverage that complies with the requirements of this section: five (5) business days from request or renewal.

Notwithstanding the foregoing, if the Licensor shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its insurer and submit them to the Licensee, the Licensee shall extend the time periods set forth above for a reasonable period, that shall in no event exceed thirty (30) calendar days from request or renewal, whichever is later.

B. ***Insurance Requirements***: The Licensor shall, at its own expense, obtain and maintain in full force and effect during the Term of this License Agreement, the Renewal Term, if applicable, and any extension or holdover thereof, the following insurance with limits not less than those described below, or as required by law, whichever is greater:

Insurance Type		Proof of Coverage is Due
Commercial General Liability	Not less than $1,000,000 each occurrence	Prior to the Commencement Date, upon renewal and upon request.
General Aggregate	$2,000,000	
Products – Completed Operations Aggregate	$2,000,000	
Personal and Advertising Injury	$1,000,000	
Damage to Rented Premises	$50,000	
Medical Expenses Limit	$5,000	
Commercial Property Insurance	Not less than the Full Insurable Value	

1. ***Commercial General Liability Insurance***: Such liability shall be written on the current edition of ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, bodily injury, property damage and broad form contractual liability coverage, personal & advertising injury cross liability coverage, and liability assumed in a contract (including the tort liability of another assumed in a contract).

Coverage shall include, but not be limited to, the following:

- Premises liability;
- Independent contractors;
- Blanket contractual liability, including tort liability of another assumed in a contract;
- Defense and/or indemnification obligations, including obligations assumed under this License Agreement; and
- Cross liability for additional insureds.

If at any time during the Term of this License Agreement, the Renewal Term, if applicable, and any extension or holdover thereof, the Licensor conducts operations at more than one location, the policy shall contain an endorsement to the effect that the general aggregate limit in the policy shall apply separately to each location operated by the Licensor.

2. ***Commercial Property Insurance***: Such insurance shall cover the Licensed Premises in an amount not less than the Full Insurable Value of the Licensed Premises covering, at a minimum, the perils insured under the ISO Special Causes of Loss Form CP 10 30, or the equivalent, including coverage for loss caused by enforcement of ordinances or laws to the extent it is commercially available. Full Insurable Value shall mean actual replacement cost of the real property (exclusive of the cost of non-insurable portions thereof, such as excavation, foundations and footings).

The Occupying Agency shall receive a copy of all submissions made to the Licensee in compliance with this section at the following address The New York State Department of Motor Vehicles, Lease Administration, 6 Empire State Plaza, Room 226, Albany, New York 12228.

3. ***The Licensee and the Occupying Agency's Insurance Requirements***: The Parties and the Occupying Agency agree and understand that the Licensor shall not carry insurance on the Licensee and the Occupying Agency's personal property (including, but not limited to, its furnishings, equipment or inventory located in the Licensed Premises). The General Liability exposures of the State of New York as well as those of the State agencies are self-retained. Suits for bodily injury and property damage are brought in the NY State Court of Claims, which is supported by a multi-million dollar annual appropriation. Employees are protected against suits under Public Officers Law Section 17 for actions or alleged actions that occur while they are acting within the course and scope of their employment. In addition, the Property exposures of the State of New York as well as those of the State agencies are self-insured. The OGS Bureau of Risk and Insurance Management office administers the program on behalf of the State of New York. Inquiries should be directed to the New York State Office of General Services, Bureau of Risk and Insurance Management, Governor Nelson A. Rockefeller, Empire State Plaza, Corning Tower, 32nd Floor, Albany, New York 12242.

The Occupying Agency shall receive a copy of all submissions made to the Licensee in compliance with this section at the following address: The New York State Department of Motor Vehicles, Lease Administration, 6 Empire State Plaza, Room 226, Albany, New York 12228.

8. **WORKERS' COMPENSATION INSURANCE & DISABILITY BENEFITS COVERAGE:**

Sections 57 and 220 of the New York State Workers' Compensation Law require the heads of all municipal and State entities to ensure that businesses applying for leases, permits, licenses or contracts have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original issuances and renewals, whether the governmental agency is having the work done or is simply issuing the lease, permit, license or contract. Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of this License Agreement. Therefore, prior to the Commissioner executing this License Agreement, the Licensor must submit proof to the Licensee that it has workers' compensation and disability benefits coverage as required by the New York State Workers' Compensation Law, or proof that it is legally exempt from obtaining such coverage in compliance with the New York State Workers' Compensation Law. Proof of compliance must be submitted on one of the forms designated by the New York State Workers' Compensation Board. An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.

Breach for lack of proof of coverage: The Term of this License Agreement shall not commence if the coverage provisions and limits of the policies provided by the Licensor do not meet the provisions and requirements of the New York State Workers' Compensation Law or proof of compliance is not provided to the Licensee. In addition, the failure to comply with the requirements of this section at any time during the Term of this License Agreement, the Renewal Term, if applicable, and any extension or holdover thereof, shall be considered a breach of the terms of the License Agreement and shall allow the Licensee to avail itself of all remedies available under this License Agreement, at law or in equity.

Proof of Compliance with the Workers' Compensation Coverage Requirements:

In order to provide proof of compliance with the requirements of the New York State Workers' Compensation Law pertaining to workers' compensation coverage, the Licensor shall provide one of the following forms to the Licensee prior to execution of this License Agreement by the Commissioner:

A) Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the New York State Workers' Compensation Board's website (www.businessexpress.ny.gov);

B) Form C-105.2 (9/07), Certificate of Workers' Compensation Insurance, sent to the Licensee by the Licensor's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, it will provide Form U-26.3 to the Licensee upon request;

C) Form SI-12, Certificate of Workers' Compensation Self-Insurance, available from the New York State Workers' Compensation Board's Self-Insurance Office, or Form GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance, available from the Licensor's Group Self-Insurance Administrator.

Proof of Compliance with the Disability Benefits Coverage Requirements:

In order to provide proof of compliance with the requirements of the New York State Workers' Compensation Law pertaining to disability benefits, the Licensor shall provide one of the following forms to the Licensee prior to execution of this License Agreement by the Commissioner:

A) Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the New York State Workers' Compensation Board's website (www.businessexpress.ny.gov);

B) Form DB-120.1, Certificate of Disability Benefits Insurance, sent to the Licensee by the Licensor's insurance carrier upon request; or

C) Form DB-155, Certificate of Disability Benefits Self-Insurance, available from the New York State Workers' Compensation Board's Self-Insurance Office.

Information clarifying the New York State Workers' Compensation Law requirements is available at the New York State Workers' Compensation Board's website, http://www.wcb.ny.gov/content/main/Employers/requirements-businesses-applying-government-permits-licenses-contracts.pdf.

Proof of compliance shall be submitted to The New York State Office of General Services, Director, Division of Real Estate, Leasing Services, The Governor Nelson A. Rockefeller Empire State Plaza, Corning Tower, 40th Floor, Albany, New York 12242. The Occupying Agency shall receive a copy of all submissions made to the Licensee in compliance with this section at the following address: The New York State Department of Motor Vehicles, Lease Administration, 6 Empire State Plaza, Room 226, Albany, New York 12228. The Licensor shall notify The New York State Office of General Services, Director, Division of Real Estate, Leasing Services, The Governor Nelson A. Rockefeller Empire State Plaza, Corning Tower, 40th Floor, Albany, New York 12242 at least thirty (30) days prior to material change or cancellation of such coverage.

9. **INDEMNITY:** A. Subject to the availability of lawful appropriations and consistent with Section 8 of the New York State Court of Claims Act, the Licensee and the Occupying Agency shall hold the Licensor harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the Licensee, the Occupying Agency or of their officers or employees when acting within the course and scope of their employment.

B. The Licensor agrees to indemnify and hold harmless the Licensee and/or the Occupying Agency and their officers, employees and agents, from any and all loss or liability including claims, demands, costs, attorney's fees and expenses of any nature whatsoever for bodily injury or damage to the Licensed Premises and property thereon throughout the Term of this License Agreement and any holdover or extension thereof, to the extent that such loss or liability arises out of or occurs by reason of the acts or omissions of the Licensor, its officers, agents or employees.

10. **NOTICE:** Any notice by the Licensee to the Licensor shall be deemed to be duly given if mailed by certified mail, addressed to the Licensor at the following address: _____. Any notice by the Licensor to the Licensee shall be deemed to be duly given if mailed by certified mail addressed to The New York State Office of General Services (hereinafter referred to as "OGS"), Director, Lease Management, Division of Real Estate, Leasing Services, The Governor Nelson A. Rockefeller Empire State Plaza, Corning Tower, 40th Floor, Albany, New York, 12242 with an informational copy sent to the Occupying Agency addressed to: The New York State Department of Motor Vehicles, Lease Administration, 6 Empire State Plaza, Room 226, Albany, New York 12228. The Licensor, Licensee and the Occupying Agency shall notify each other of all changes in the above-referenced addresses within ten (10) business days of the effective date of such change.

11. **HOLDOVER:** Any holdover after the expiration of the License Agreement Term, or any extensions thereof, shall be construed to be a tenancy from month-to-month and shall to the extent not inconsistent with this provision be on the same terms and conditions as set forth in this License Agreement.

12. **END OF TERM:** At the expiration of the Term of this License Agreement or any holdover or extension thereof, the Licensee and the Occupying Agency shall peaceably yield up to the Licensor the Licensed Premises and all alterations and additions made upon the same in as good order and condition as when received, reasonable use and wear and damage by fire and other unavoidable casualties excepted.

13. **OPTION TO EXTEND INITIAL TERM:** Upon the mutual written agreement of the Parties, the Term hereof may be extended for a maximum of one (1) additional period of _____ (__) years (hereinafter referred to as the "Renewal Term") subject to the terms set out below. Neither Party shall be under any obligation to agree to an extension of the term. The Licensee Fee for the Licensed Premises during the Renewal Term shall be _____ and __/100 Dollars ($____). The Licensee shall exercise its renewal option (hereinafter referred to as the "Renewal Option") by notifying the Licensor

in writing, in accordance with Section 10 of this License Agreement, of its exercise of the Renewal Option not fewer than ___ (__) days prior to the end of the Term. The Parties shall then commence the process of executing a renewal agreement (hereinafter referred to as the "Renewal Agreement") memorializing the agreement of the Parties as to the terms that shall govern during the Renewal Term.

The renewal of this License Agreement shall be binding upon the Parties and their respective successors and assigns upon the full completion of the (i) execution of the Renewal Agreement by all necessary Parties; (ii) approval of the Renewal Agreement by the Office of the Attorney General, as to form, and the Office of the New York State Comptroller, as necessary; and (iii) delivery of the fully executed and approved Renewal Agreement to the Licensor by the Licensee.

14. **UNLAWFUL USE:** The Licensee covenants not to assign, mortgage or pledge this License Agreement, or let or underlet the whole or any part of the Licensed Premises, or occupy or allow the Licensed Premises to be occupied for any business other than specified herein or for any immoral or illegal purpose.

15. **WAIVER; INVALIDITY OF PARTICULAR PROVISON:** The waiver of breach of any of the covenants under this License Agreement by either Party or the Occupying Agency shall not be deemed a waiver of any subsequent breach hereof. In the event that any provision of this License Agreement shall be found to be void or unenforceable, such findings shall not be construed to render any other provision of this License Agreement either void or unenforceable and all other provisions shall remain in full force and effect unless the provisions which are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either Party.

16. **DEFAULT:** A. In the event that the Licensee, on behalf of the Occupying Agency, shall fail to pay the License Fee or any part thereof when due or in the event that the Licensee or the Occupying Agency shall violate or fail to perform any of the covenants hereof on the part of the Licensee or the Occupying Agency to be performed, in both such circumstances after notice of such failure or violation have been given as hereinbelow provided (each such event shall be hereinafter referred to as a "Default"), the Licensor may elect to either:

1. To re-enter the Licensed Premises by summary proceedings or otherwise and re-let the Licensed Premises to a third party or parties, making diligent efforts therefor, and upon receiving the license fee therefrom, applying the same first to the payment of the License Fee and other fees and expenses accruing hereunder, and the balance, if any, to be paid to the Licensee, on behalf of the Occupying Agency; provided, however, that the Licensee, on behalf of the Occupying Agency, shall remain liable for the equivalent of the amount of all License Fee and other payments due, as the case may be, throughout the remaining Term of this License Agreement to the extent such amounts are not mitigated by such third party licensee or licensees; or

2. To terminate this License Agreement and to resume possession of the Licensed Premises wholly discharged from this License Agreement. The Licensor shall make such election by written notice to the Licensee, in accordance with Section 10 of this License Agreement, at any time on or before the doing of any act or the commencement of any proceedings to recover possession of the Licensed Premises by reason of the Default then existing and such election shall be final. If the Licensor shall elect to terminate this License Agreement as set forth in this Section 16(A)(2), then immediately upon such termination, all rights and obligations whatsoever of the Licensee, the Occupying Agency and their successors and assigns under this License Agreement, so far as the same may relate to the unexpired portion of the Term hereof, shall cease. Within ten (10) days after receipt by the Licensee of notice of election by the Licensor to terminate this License Agreement pursuant to this Section 16(A)(2), (i) the Parties shall, by an instrument in writing, cancel this License Agreement and the unexpired portion of the Term hereof, and (ii) the Licensee and the Occupying Agency shall surrender and deliver to the Licensor the entire Licensed Premises, and upon any default by the Licensee or the Occupying Agency in so doing, the Licensor shall have the right to re-enter the Licensed Premises either by summary proceeding or otherwise.

No Default hereunder shall be deemed to have occurred on the part of the Licensee or the Occupying Agency until thirty (30) days after written notice of such Default shall have been received by the Licensee, and the Licensee or the Occupying Agency within such time shall have failed to remedy such Default. If any Default by the Licensee or the Occupying Agency, (with the exception of the payment

of the Licensee Fee), cannot reasonably be cured within such thirty (30) day period, then the Licensee and the Occupying Agency shall have such additional time as may be reasonably necessary to remedy the same.

B. Any provision in this License Agreement to the contrary notwithstanding, if the Licensor fails to perform its obligations under this License Agreement and such failure (a) interferes substantially with the normal use of the Licensed Premises by the Licensee and/or the Occupying Agency as allowed herein, and (b) continues for more than three (3) consecutive business days, then the License Fee shall be proportionately abated until such interference is eliminated or the Licensed Premises is otherwise rendered tenantable again. Additionally, if such interference continues for a period of thirty (30) days after written notice of such Default shall have been received by the Licensor, then the Licensee shall have the right and option to cancel this License Agreement by giving written notice to the Licensor, in compliance with Section 10 of this License Agreement, within ten (10) days after the end of such 30-day period.

17. **TERMINATION:** Notwithstanding any other term of this License Agreement to the contrary, (and in addition to the Parties' other rights herein to terminate this License Agreement), the Parties shall each have the right to terminate this License Agreement at any time upon not less than thirty (30) days' prior written notice to the other. Upon any such termination, this License Agreement shall terminate and expire on the date specified in such notice as if this License Agreement had expired by lapse of time. In the event that the effective date of termination causes this License Agreement to terminate on a date other than the first of a month, the Licensee, on behalf of the Occupying Agency, shall prorate its final payment of the License Fee to the Licensor to correspond to such shortened period.

18. **BINDING EFFECT:** This License Agreement shall be binding upon the Parties and their respective successors and assigns. The submission of any unexecuted copy of this License Agreement shall not constitute an offer to be legally bound by the provisions of the document submitted. No Party shall be bound by this License Agreement until it (i) is executed by all necessary Parties; (ii) has been approved as to form by the Office of the Attorney General; (iii) has been approved by the Office of the New York State Comptroller; and (iv) has actually been delivered by the Licensee to the Licensor. This License Agreement may be executed in counterparts, and each counterpart constitutes an original document, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

19. **NO DEVIATIONS:** The Commissioner or her designees are the only individuals on behalf of the Licensee authorized to allow any deviations from the provisions of this License Agreement, including substitutions for, or additions to, items of construction or alterations, or to commit the State in any way, and the Occupying Agency is not designated for this purpose. All requests for deviations from the provisions of this License Agreement shall be made to the Licensee in compliance with the notice provisions contained in Section 10 of this License Agreement.

20. **MERGER:** This License Agreement and the appendix, exhibit(s) and schedule(s) attached hereto constitute the entire agreement of the Parties on the subject matter hereof. No representations or promises have been made with respect to the Licensed Premises other than those contained herein or as may be contained in any rider, schedule, appendix or exhibit attached to, and made a part of, this License Agreement. The Licensor agrees that no representations or warranties shall be binding upon the State unless expressed in writing in this License Agreement. This License Agreement may not be changed or canceled orally. Unless otherwise allowed for in this License Agreement, all modifications to this License Agreement shall not be effective until the same are memorialized in a License Modification Agreement that (i) is executed by all necessary Parties; (ii) has been approved as to form by the Office of the Attorney General; (iii) has been approved by the Office of the New York State Comptroller; and (iv) has actually been delivered by the Licensee to the Licensor.

21. **OCCUPYING AGENCY'S EQUIPMENT:** Any of the Occupying Agency's equipment not removed by the Occupying Agency, at its expense, within thirty (30) days after any repossession of the Licensed Premises, whether or not this License Agreement has been terminated, shall be considered abandoned by the Occupying Agency and may be appropriated, sold, destroyed or otherwise disposed of by the Licensor without notice to the Licensee or the Occupying Agency and without obligation to account therefor, and the Licensee, on behalf of the Occupying Agency, shall pay the Licensor, upon demand, all reasonable costs and expenses incurred by the Licensor in removing, storing or disposing

of any of the Occupying Agency's equipment. The Occupying Agency shall immediately repair, at its expense, all damage to the Licensed Premises caused by any removal of the Occupying Agency's equipment therefrom unless caused by the Licensor, its officers, employees or agents.

22. **SIGNAGE:** The Occupying Agency may display any signs with regard to its business as may be permitted by any local laws, rules or regulations of any governmental authority having jurisdiction over the Licensed Premises and further subject to the approval of the Licensor, which shall not be unreasonably conditioned, delayed or withheld.

23. **QUIET ENJOYMENT:** Upon the Licensee's payment of the License Fee and other required payments herein provided, on behalf of the Occupying Agency, and upon the Licensee and the Occupying Agency's observance and performance of all the covenants, terms and conditions to be observed and performed pursuant to this License Agreement, the Licensee and the Occupying Agency shall peaceably and quietly hold and enjoy the Licensed Premises for the Term hereby demised without hinderance or interruption by the Licensor or any other person or persons lawfully or equitably claiming by, through or under the Licensor, subject nevertheless, to the terms and conditions of this License Agreement.

24. **FORCE MAJEURE:** For purposes of this License Agreement, "Force Majeure" shall mean an event or effect that cannot be reasonably anticipated or controlled. Force Majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, terrorism, strikes, fires, explosions, actions of the elements, floods, viruses, pandemics, unexpected and unavoidable governmental action or other similar causes beyond the control of the Licensor, the Licensee or the Occupying Agency in the performance of this License Agreement which non-performance, by exercise of reasonable diligence, cannot be prevented but shall expressly exclude the inability of the Licensor, the Licensee or the Occupying Agency to comply with any payment obligations under this License Agreement, such as, by way of example only, the obligation to pay the License Fee due and owing hereunder.

25. **FIRE OR OTHER DESTRUCTION OR DAMAGE TO THE LICENSEE'S AND/OR THE OCCUPYING AGENCY'S PROPERTY:** All improvements or betterments placed by the Licensee or the Occupying Agency on the Licensed Premises shall, however, in any event, be repaired and/or replaced by the Licensee or the Occupying Agency at their own expense and not at the expense of the Licensor, provided that the injury and damage to such improvements or betterments was caused without the negligence or willful misconduct of the Licensor, or its officers, agents, employees or contractors. In the event that such injury or damage was caused through the negligence or willful misconduct of the Licensor or its officers, agents, employees or contractors, the Licensor shall be responsible for the cost to repair or replace the same, as determined by the Licensee and/or the Occupying Agency.

If the Licensee or Occupying Agency's improvements or betterments are destroyed or damaged by fire or the elements or by any other cause, the Licensee shall notify the Licensor with reasonable promptness, in compliance with Section 10 of this License Agreement.

Notwithstanding the provisions of this section to the contrary, the Licensor nor its officers, employees, agents or contractors shall be liable for any damage to the Licensee's or the Occupying Agency's personal property, nor for loss of or damage to the Licensee's or the Occupying Agency's personal property by theft or otherwise, nor for any injury or damage to persons or the Licensee's or the Occupying Agency's personal property resulting from fire, explosion, water or rain, unless the same is caused by the negligence or willful misconduct of the Licensor or its officers, employees, agents or contractors or the Licensor's breach of this License Agreement. In addition to the foregoing, in the event of any damage discussed in this paragraph, the Licensee and the Occupying Agency retain the right to avail themselves of all remedies available to them at law, in equity or pursuant to any available insurance.

This section shall be deemed an "express agreement to the contrary" within the meaning of Section 227 of the New York State Real Property Law.

26. **TAXES:** The Licensor shall pay all property taxes attributable to the Licensed Premises. The Licensee and the Occupying Agency shall not be responsible for the payment of any real estate taxes to be assessed on the Licensed Premises during the Term of this License Agreement and any holdover or extension thereof.

27. **SUBORDINATION:** This License Agreement is subject and subordinate to all ground or underlying leases, and to all mortgages which may now or hereafter affect such leases, or the real property of which the Licensed Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. However, no property owned or removable by the Licensee or the Occupying Agency shall be subject to the lien of paramount mortgages. This provision shall be self-operative, and no further instrument of subordination shall be required by any mortgagee. In confirmation of such subordination, the Licensee shall, upon the reasonable request of the Licensor, promptly execute a certificate to such effect, in a format that is acceptable to the Licensee.

This License Agreement shall be subject and subordinate to the lien of any future mortgage or any future underlying lease, provided that the holder of any such mortgage or the landlord under any such underlying lease shall agree in the mortgage or lease, or otherwise that this License Agreement shall not be terminated or otherwise affected by the enforcement of any such mortgage or underlying lease, provided that, at the time thereof, the Licensee shall not be in default, and the Licensee, when requested by the holder of such mortgage, or the landlord under any such underlying lease, shall execute an attornment agreement, in a format that is acceptable to the Licensee, to the holder of such mortgage, or the landlord, under any such underlying lease, should either succeed to the rights of the Licensor under this License Agreement.

Copies of the estoppel agreement and subordination, non-disturbance and attornment agreement utilized by the Licensee can be obtained through a written request to the Licensee pursuant to Section 10 of this License Agreement. When making such requests, the Licensor should allow ample time for review and execution of such forms by the Licensee.

28. **CAPTIONS:** The captions appearing in this License Agreement or any copies thereof are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this License Agreement or in any way affect this License Agreement.

29**.** **SURVIVAL OF PROVISIONS:** Where the intent and sense of the provisions so requires, the License Agreement provisions shall survive the termination of this License Agreement by either Party hereto.

30. **APPLICABLE LAW:** This License Agreement shall be governed by and construed in accordance with the laws of the State of New York.

31. **HAZARDOUS MATERIAL:** The Parties and the Occupying Agency shall at all times comply with all local, state, and federal laws, rules and regulations regarding the use, handling, and disposal of hazardous material.

32. **COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS:** The Licensor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa and New York State Technology Law Section 208) and General Business Law Section 899-bb.

33. **EXECUTORY PROVISION:** As required by law, this License Agreement of the State hereunder shall be deemed executory only to the extent of the monies available to the Commissioner for the licensing of said Licensed Premises and no liability shall be incurred by the State beyond the monies available for such purpose; provided that, if the monies available therefore are monies appropriated for and made available to one or more departments, commissions, boards or officers other than the Commissioner, this License Agreement of the State hereunder shall be deemed executory only to the extent of the monies available to the one or more departments, commissions, boards, or officers to which the Licensed Premises shall be allotted by such Commissioner and no liability in such cases shall be incurred by the State beyond the monies available for such purposes.

34. **LEASE ASSIGNMENT AGREEMENT:** Pursuant to Section 138 of the New York State Finance Law, the Licensor is prohibited from assigning, transferring, conveying, sub-letting or otherwise disposing of this License Agreement, or its right, title or interest therein, or its power to execute this License Agreement to another person, company or corporation without the previous consent in writing of the department or official awarding the same; provided, however, any consent shall not be unreasonably withheld, conditioned, delayed or denied. Therefore, prior to any such transfer, the

Licensor shall submit a request, in accordance with Section 10 of this License Agreement, to the Licensee for consent to the same. The Licensor's request shall include submission of a properly completed and executed Lease Assignment Agreement, a sample of which is attached to this License Agreement as Exhibit 2, all necessary documentation and the NYS Vendor Responsibility Questionnaire (VRQ), which may be found on the Office of the New York State Comptroller's website at: http://www.osc.state.ny.us/vendrep/index.htm. A Lease Assignment Agreement may be obtained through a written request made in accordance with the provisions of Section 10 of this License Agreement. The consent required by this section shall not be unreasonably withheld, conditioned or delayed. When making such requests, the Licensor should allow ample time for the review and approval of the same by the Licensee, the New York State Attorney General, as to form, and the Office of the New York State Comptroller.

In addition, in the event that the Licensor changes its name, but not its federal identification number, the Licensor is required to notify the Licensee and the Occupying Agency of the change within ten (10) business days of the effective date of such change by submitting written notification to the Licensee in accordance with Section 10 of this License Agreement. The Licensor shall also be responsible for making all necessary changes to its profile in the Statewide Financial System by contacting the Statewide Financial System Vendor Management Unit. The web address for the Statewide Financial System is: https://esupplier.sfs.ny.gov.

35. **ENCOURAGING USE OF NEW YORK STATE BUSINESSES:** New York State businesses have a substantial presence in State license agreements and strongly contribute to the economies of the State and the nation. In recognition of the economic activity and leadership such businesses offer, licensors are strongly encouraged and expected to consider New York State businesses, including small, minority- and women-owned business enterprises, in the fulfillment of the requirements of licenses. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Licensees and occupying agencies are also strongly encouraged, to the maximum extent practicable and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology.

Utilizing New York State businesses in State license agreements will help create more private sector jobs, rebuild New York State's infrastructure, and maximize economic activity to the mutual benefit of the Licensor and its New York State business partners. New York State businesses will promote the Licensor's optimal performance under this License Agreement.

The State encourages licensors to provide maximum assistance to New York State businesses in their use of State license agreements. The potential participation by all kinds of New York State businesses will deliver great value to the State and its taxpayers.

36. **VENDOR RESPONSIBILITY:** OGS conducts a review of prospective licensors to provide reasonable assurance that the licensor is responsive and responsible. The NYS Vendor Responsibility Questionnaire (VRQ), which can be found on the Office of the New York State Comptroller's website at http://www.osc.state.ny.us/vendrep/index.htm, or requested from the Licensee in accordance with Section 10 of this License Agreement, and the Building Fact Sheet, attached to this License Agreement as Exhibit 3, are designed to provide information to assess a licensor's responsibility to conduct business in New York State based upon its financial and organizational capacity, legal authority, business integrity and past performance history. The Licensor agrees to fully and accurately complete the VRQ and the Building Fact Sheet prior to execution of this License Agreement by the Commissioner, or her designee. The Licensor acknowledges that the State's execution of this License Agreement will be contingent upon the State's determination that the Licensor is responsible, and that the State will be relying upon the Licensor's responses to these documents when making its responsibility determination.

In order to assist the State in determining the responsibility of a licensor prior to the award of a license agreement, the Licensor must complete and certify the VRQ prior to the date of execution of this License Agreement and, thereafter, the Licensor is under the obligation to update the information provided in the VRQ when there is a material change to the responses or upon request of the Licensee, the Occupying Agency or the Office of the New York State Comptroller. The Licensor should visit the Office of the New York State Comptroller's website to become familiar with all of the requirements of the VRQ in order to accurately complete it or may request information on the requirements from the Licensee.

In addition, the Licensor must complete the Building Fact Sheet prior to the date of execution of this License Agreement and, thereafter, the Licensor is under the obligation to update the information provided in the Building Fact Sheet when there is a material change to the responses or upon request of the Licensee, the Occupying Agency or the Office of the New York State Comptroller.

The Licensor agrees that if it enters into this License Agreement with the Licensee, it shall at all times during the Term remain responsible. The Licensor agrees, if requested by the Commissioner, or her designee, to present evidence of its continuing legal authority to do business in New York State and its business integrity, legal authority, experience, ability, prior performance and organizational and financial capacity.

37. **PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES**: Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. OGS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OGS licenses.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of the economic activity such businesses offer in New York State, licensors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of this License Agreement. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this License Agreement, OGS conducted a comprehensive search and determined that this License Agreement does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to the Licensor. Nevertheless, the Licensor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on this License Agreement for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: https://ogs.ny.gov/veterans/.

The Licensor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on this License Agreement.

38. **LICENSOR REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN**

I. New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (hereinafter collectively referred to as the "MWBE Regulations"), OGS is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-Owned Business Enterprises (hereinafter referred to as the "MWBEs") and the employment of minority group members and women in the performance of licenses entered into by the Tenant.

II. General Provisions

A. OGS is required to implement the provisions of the MWBE Regulations for all State Contracts as defined therein with a value (1) in excess of $25,000.00 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000.00 for real property renovations and construction.

B. The Licensor agrees, in addition to any other nondiscrimination provision of the License and at no additional cost to the Tenant, to fully comply and cooperate with the Tenant in the implementation of the MWBE Regulations. These requirements include equal employment opportunities for minority group members and women (hereinafter referred to as "EEO") and contracting opportunities for MWBEs. The Licensor's demonstration of "Good Faith Efforts" pursuant

to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (hereinafter referred to as the "Human Rights Law") or other applicable federal, State, or local laws.

C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, default under this Lease, License, Permit or other transfer of interests in real property, withholding of funds, liquidated damages pursuant to this section, if applicable, and/or such other actions or enforcement proceedings as allowed by this Lease, License, Permit or other transfer of interests in real property and applicable law.

III. Equal Employment Opportunities

A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all licensors, and any subcontractors, awarded a subcontract over $25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting State agency (hereinafter referred to as the "EEO Work") except where the EEO Work is for the beneficial use of the Licensor.

1. Licensors and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, equal employment opportunities shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate, or distinct from this License; or (ii) employment outside New York State.

2. By entering into this License, the Licensor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is the Licensor's EEO policy. In addition, the Licensor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A, attached hereto and made a part hereof.

B. Form EEO 100 – Staffing Plan

To ensure compliance with this section, the Licensor agrees to submit, or has submitted with its Request for Information (hereinafter referred to as the "RFI") response, a staffing plan on Form EEO 100 to the Tenant to document the composition of the proposed workforce to be utilized in the performance of this License by the specified categories listed, including ethnic background, gender, and federal occupational categories.

1. New York State Contract System Workforce Utilization Reporting Module Leases/Licenses/Permits or Other Transfers of Interests in Real Property. Under New York State Executive Law 15-A, certain licenses have Workforce Utilization Reporting (hereinafter referred to as the "Workforce Audit") requirements which measure the utilization of minorities and women by licensors and subcontractors on these licenses.
Licensors and subcontractors performing work on licenses above the legal threshold of $100,000.00 for construction and $25,000.00 for services and commodities, are now required to submit Workforce Audits electronically in the New York State Contract System (hereinafter referred to as the "NYSCS") through the Workforce Audit Module found at the following website: https://ny.newnycontracts.com on a quarterly basis during the Term, the Renewal Term, if applicable, or any holdover or extension thereof, by the 10th day of April, July, October, and January, and shall submit/report for it, and each of its subcontractors, the actual workforce utilized in the performance of this License by the specified categories listed including ethnic background, gender, and federal occupational categories. In the event that the Licensor does not have access to the NYSCS and is having difficulty complying with the requirements of this subsection, the EEO- 101 Form, a sample of which is attached to this License as Exhibit 4, may be submitted in accordance with the directions provided therein.

2. Separate audits shall be completed by the Licensor and all subcontractors.

3. In limited instances, the Licensor or subcontractor may not be able to separate out the workforce utilized in the performance of this License from its total workforce. When a separation can be made, the Licensor or subcontractor shall submit the Workforce Audit and indicate that the information provided relates to the actual workforce utilized on this License. When the workforce to be utilized on this License cannot be separated out from the Licensor's or subcontractor's total workforce, the Licensor or subcontractor shall submit the Workforce Audit and indicate that the information provided is the Licensor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under this License.

C. The Licensor shall comply with the provisions of the Human Rights Law and all other State and federal statutory and constitutional non-discrimination provisions. The Licensor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal and conviction and prior arrest.

IV. Fraud

Any suspicion of fraud, waste, or abuse involving the contracting or certification of MWBEs shall be immediately reported to ESD's Division of Minority and Women's Business Development at 855-373-4692.

ALL FORMS ARE AVAILABLE AT: https://ogs.ny.gov/mwbe/forms.

V. License Goals

A. For purposes of this License, the Tenant conducted a comprehensive search and determined that this License does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers, or suppliers to the Licensor. The Licensor is, however, encouraged to make every Good Faith Effort, as outlined in Section IV. B of this clause, to promote and assist the participation of MWBEs on this License for the provision of services and materials. The directory of New York State Certified MWBEs can be viewed at: https://ny.newnycontracts.com. Additionally, following execution of this License, the Licensor is encouraged to contact the New York State ESD's Division of Minority and Women's Business Development (518-292-5250; 212-803-2414; or 716-846-8200) to discuss additional methods of maximizing participation by MWBEs on this License.

B. Good Faith Efforts

Pursuant to 5 NYCRR § 142.8, evidence of Good Faith Efforts shall include, but not be limited to, the following:

1. A list of the general circulation, trade, and MWBE-oriented publications and dates of publications in which the Licensor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations, and any responses thereto.

2. A list of the certified MWBEs appearing in the ESD's MWBE directory that were solicited for this License. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.

3. Descriptions of this License made available to certified MWBEs by the Licensor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.

4. A description of the negotiations between the Licensor and certified MWBEs for the purposes of complying with the MWBE goals of this License.

5. Dates of any pre-RFI response, pre-award, or other meetings attended by the Licensor, if any, scheduled by the Tenant with certified MWBEs whom the Tenant determined were capable of fulfilling the MWBE goals set in this License.

6. Other information deemed relevant to the request.

39. **APPENDIX AND EXHIBITS:** The following appendix and exhibits are being attached and made part of this License Agreement:

Appendix A	Standard Clauses for New York State Contracts
Exhibit 1	Site Plan (Section 1)
Exhibit 2	Sample Lease Assignment Agreement (Section 34)
Exhibit 3	Building Fact Sheet (Section 36)
Exhibit 4	Sample Workforce Audit (Section 38)

40. **APPENDIX A:** The Parties acknowledge and agree that the terms and provisions of Appendix A, Standard Clauses for New York State Contracts, attached hereto and forming a part of this License Agreement, shall be incorporated herein and constitute fully effective and binding obligations upon the Parties.

In the event of a conflict between the terms of this License Agreement and the exhibits hereto, the terms of this License Agreement shall control. In the event of a conflict between the terms of this License Agreement (including the exhibits) and Appendix A hereto, the terms of Appendix A shall control.

Remainder of the Page is Intentionally Left Blank

The New York State Office of General Services
Agency Certification

Contract Number_____

In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

By: _____
The New York State Office of General Services
Lease Management
Division of Real Estate
Leasing Services

IN WITNESS WHEREOF, the Parties hereto have caused this License Agreement to be executed in multiple originals the day and year first written above.

The Licensor certifies that all information provided to the State of New York with respect to State Finance Law §139-k is complete, true and accurate. The State reserves the right to terminate this License Agreement in the event it is found that the certification filed by the Licensor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the State may exercise its termination right by providing written notification to the Licensor in accordance with Section 10 of this License Agreement.

LICENSOR Name

By _____
LICENSOR

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

On the day of , in the year 20__ before me, the above-signed, personally appeared , 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.

_____
Notary Public, State of New York
Qualified in County of:
My Commission Expires

********** **********

Contract Number _____

Thomas P. DiNapoli
New York State Comptroller

By: _____

Date: _____

THE PEOPLE OF THE STATE OF NEW YORK
Acting by and Through the
Commissioner of General Services

By _____
Scott C. Sandwick
Associate Commissioner, Lease Management
Division of Real Estate
Leasing Services

******** ********

APPROVED AS TO FORM
Letitia A. James
Attorney General

By _____

Approved:
Assistant Attorney General

EXHIBIT 3

NEW YORK STATE OFFICE OF GENERAL SERVICES
LEASE MANAGEMENT, DIVISION OF REAL ESTATE, LEASING SERVICES
GOVERNOR NELSON A. ROCKEFELLER EMPIRE STATE PLAZA
ALBANY, NEW YORK 12242

BUILDING FACT SHEET

PROJECT NO:	**DATE:**	**OCCUPYING AGENCY:**	
BUILDING ADDRESS: (street/city/state/zip/county)		**FEDERAL ID NO.:**	**SOCIAL SECURITY NO.:**
OWNERSHIP NAME:		**OWNERSHIP ADDRESS/TELEPHONE NO.:** **E-MAIL ADDRESS:**	

This Building Fact Sheet is required information, which is being provided in addition to your completed NYS Vendor Responsibility Questionnaire (which can be found at http://www.osc.state.ny.us/vendrep/index.htm). **OWNERSHIP/BUILDING INFORMATION:** *If explanation is required, please attach additional sheets as necessary.*	**YES**	**NO**
1. Is the Ownership's property interest in the building of which the premises form a part fee simple ownership? **If NO, please describe the property interest (e.g. leasehold, purchase, contract, etc.) and provide a copy of all pertinent documents.**	☐	☐
2. Is the primary business of the Ownership the leasing of space? **If NO, please provid an explanation/purpose of the Ownership's primary business.**	☐	☐
3. (a) Is any immediate family member of any individual listed in response to question #1.6 on the NYS Vendor Responsibility Questionnaire employed by any governmental entity of the State of New York or serving as a member of any State Board, Commission or Authority? **If the answer is YES, please disclose the name of the governmental entity and indicate the relationship between the individuals.**	☐	☐
(b) Is any individual listed in response to question #1.6 on the NYS Vendor Responsibility Questionnaire employed by any governmental entity of the State of New York or serving as a member of any State Board, Commission or Authority? **If the answer is YES, please disclose the name of the governmental entity and indicate whether the individual was involved in the bidding, contracting or leasing process for this transaction.**	☐	☐
4. Is there present on, near or within 30 meters of the premises or the building of which the premises form a part, any "PCB Transformers," "PCB Articles" or "PCB Equipment" as such terms are defined in U.S. Environmental Protection Agency Regulation 40CFR761? (PCB Transformer owners were required by U.S. EPA Regulation 40CFR761 to notify owners of commercial buildings of the existence of PCB Transformers within 30 meters of such buildings not later than December 1, 1985.)	☐	☐
• If answer to #4 is YES, are such "PCB Transformers," "PCB Articles" or "PCB Equipment" labeled in accordance with U.S. Environmental Protection Agency Regulation 40CFR761?	☐	☐
• If answer to #4 is YES, have such "PCB Transformers," "PCB Articles" or "PCB Equipment" been registered with fire response personnel having primary jurisdiction, as is required by U.S. Environmental Protection Agency Regulation 40CFR761?	☐	☐
5. Are there sprinklers in the premises?	☐	☐
• If YES are they Omega, Central, Gem or Star Sprinklers?	☐	☐
• If Omega, Central, Gem or Star, have the defective parts been replaced/repaired pursuant to recent CPSC directives and building codes?	☐	☐
6. Was this building constructed prior to January 1, 1979? **If YES, include date:** _____	☐	☐
7. Is there present on or within the premises or the building of which the premises form a part, any asbestos material or material impregnated with asbestos or material of which asbestos forms a part? **If yes, please briefly describe the nature and extent of the use of asbestos, including a description of any activity that has been undertaken to preclude the asbestos from becoming friable.** Please attach a separate page, if necessary.	☐	☐
The Licensor represents and warrants that the Licensed Premises and the Building are free from hazard, particularly with reference to the United States Department of Labor and Occupational Safety and Health Administration Standards for permissible exposure limits to hazardous materials including but not limited to lead, PCBs, mold, animal droppings and mercury. If NO, please attach details on separate page.	☐	☐
8. Is the building located within a historic district or is it listed on or as eligible for the State or National Register of Historic Places?	☐	☐

	YES	NO
9. Does the Ownership have any current or pending leases with any New York State Agencies, Authorities, Boards or Commissions? (A pending lease is one that is currently being negotiated with one of the listed governmental entities.) **If YES, please provide details.**	☐	☐
10. Will New York State businesses be used in the performance of the proposed License Agreement? **If YES, please identify NYS business(es) that will be used (attach identifying information).**	☐	☐
11. Does the Ownership have the financial resources necessary to fulfill the requirements of the proposed License Agreement?	☐	☐
12. The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics. The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices. Generally, the Human Rights Law applies to: • all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment; • employers with fewer than four employees in all cases involving sexual harassment; and, • any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin. Does the Ownership certify, in accordance with Executive Order No. 177, that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law? Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.	☐	☐

SIGNATURE

The undersigned, personally and on behalf of the Ownership noted below, does hereby state and certify to The New York State Office of General Services that the information given above is true, accurate and complete with respect to State Finance Law § 139 j-k.

The undersigned: (1) recognizes that this document is submitted for the express purpose of assisting The New York State Office of General Services (hereinafter referred to as "OGS") and other New York State government entities (including the Office of the New York State Comptroller (OSC)) in making responsibility determinations regarding the award or approval of a License Agreement or modification thereto (including, but not limited to, a renewal, modification or assignment thereof) and that OGS and other New York State government entities will rely on the information disclosed herein when making responsibility determinations; (2) acknowledges that OGS and other New York State government entities may, in their discretion, by means that they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or federal law, as well as a finding of non-responsibility and all other actions available at law or in equity.

The undersigned certifies that he/she:

- is knowledgeable about the Ownership's business and operations;
- understands that OGS and other New York State government entities will rely on the information disclosed in this Building Fact Sheet when entering into a contract or modification thereto with the Ownership;
- is under an obligation to update the information provided herein to include any material changes to the Ownership's responses from the time of proposal submission through the delivery of a fully executed document by OGS, and may be required to update the information at the request of OGS or other New York State government entities on the NYS Vendor Responsibility Questionnaire prior to the award and/or approval of a contract or modification thereto, or during the term of the License Agreement; and
- is authorized to bind the Ownership and is either (1) listed as an officer/partner/member of the Ownership listed in response to question #1.6 of the NYS Vendor Responsibility Questionnaire; or (2) is submitting a letter, with this Building Fact Sheet, on the company's letterhead signed by an officer/partner/member of the Ownership listed in response to question #1.6 of the NYS Vendor Responsibility Questionnaire, stating that the undersigned is authorized to sign on behalf of the Ownership.

I affirm this _____ day of _____, _____, under the penalties of perjury under the laws of New York State, which may include a fine or imprisonment, that the statements contained herein are true, and I understand that this document may be filed in an action or proceeding in a court of law.

_____	_____
Name of Ownership	**Signature**
_____	_____
Address	**Print or Type Name**
_____	_____
City, State, Zip	**Title**
Date: _____	**Telephone Number:** _____