

ACCESS AGREEMENT**598 BROADWAY, NEW YORK, NEW YORK**

THIS ACCESS AGREEMENT (the “**Agreement**”), is made and entered into on this 11th day of November, 2019 (the “**Effective Date**”), by and between [REDACTED] Associates, Inc. (the “**Licensee**”), and [REDACTED] Partners LLC (the “**Owner**”), as follows:

WHEREAS, Licensee is the owner of the real property located at and commonly known as 5 [REDACTED] Broadway, New York, New York and designated in the Tax Map of the City of New York as Block 511, [REDACTED] (the “**598 Broadway**”);

WHEREAS, Owner is the owner of the premises located at [REDACTED], New York, New York and designated in the Tax Map of the City of New York as Block 511, Lot 16 (the “**Premises**”);

WHEREAS, the Premises are adjacent to 5 [REDACTED] Broadway;

WHEREAS, Licensee desires to perform Local Law 11 inspection and repairs to the building on 598 Broadway (the “**Project**”) and has requested limited access to the Premises in order to provide protection thereon during the course of the Project in accordance with the terms of this Agreement and pursuant to the New York City Construction Codes, including the New York City Building Code, the rules and regulations of the Department of Buildings (“**DOB**”) and all other applicable laws, rules and regulations as the same currently exist and as may go into effect during the duration of the Term of those governmental authorities with jurisdiction over the Property Protection (as hereafter defined), the Project, 598 Broadway and/or the Premises (collectively, “**Applicable Law**”); and

WHEREAS, Owner is willing to grant a license to Licensee to install the Property Protection upon the terms and conditions hereinafter described.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1) License.

- a)** So long as Licensee is not in default of any provision of this Agreement, Owner hereby grants Licensee, its employees, engineers, consultants, contractors, construction managers and any and all subcontractors (the “**Licensee Parties**”) a limited, non-exclusive, temporary, revocable (only in the event of Licensee’s default under this Agreement) license to access the Premises to the limited extent necessary to install, maintain and remove the Property Protection pursuant to the terms of this Agreement and perform Licensee’s other obligations under this Agreement (the “**License**”).
- b)** The term of this Agreement and the License granted hereunder (“**Term**”) shall commence upon the date of this Agreement and shall expire upon the earlier of (i) the completion of the Project, removal of the Property Protection and performance of any