

**LICENSE TO ENTER AND INDEMNITY AGREEMENT**

**THIS LICENSE TO ENTER AND INDEMNITY AGREEMENT** (this “Agreement”) is made and entered into as of the \_\_\_\_ day of June, 2020 (the “Effective Date”), between **405 [REDACTED] STREET [REDACTED] LLC**, having an address c/o Sol Goldman Investments LLC, 1185 Sixth Avenue, 10<sup>th</sup> Floor, New York, New York 10036 (“Licensor”) and **10 [REDACTED] 7 FEE OWNER LLC**, having an address c/o Stonehenge Management LLC, 1675 Broadway, 21<sup>st</sup> Floor, New York, New York 10019 (“Licensee”). Licensor and Licensee are sometimes collectively referred to herein as the “Parties” and each, individually, a “Party.”

**WITNESSETH:**

**WHEREAS**, Licensor owns certain land with the building and improvements thereon in the City, County and State of New York, identified on the Tax Map of the City of New York, County of New York as Block 1368, [REDACTED] Apt 5, and known as [REDACTED] 5 East 56<sup>th</sup> Street, New York, New York 10022 (said building being referred to herein as “Licensor’s Building” and said land, building and improvements being referred to herein as “Licensor’s Property”); and

**WHEREAS**, Licensee owns certain land with the building and improvements thereon in the City, County and State of New York, identified on the Tax Map of the City of New York, County of New York as Block 1368, Lot 1, and known as [REDACTED] 0 [REDACTED] st 57<sup>th</sup> Street, New York, New York 10022 (said land, building and improvements being referred to herein as “Licensee’s Property”), which is adjacent to Licensor’s Property; and

**WHEREAS**, Licensee desires to perform certain repair work on the façade of Licensee’s Property as required by the NYC Façade Inspection Safety Program (FISP), formerly known as Local Law 11 (the “Façade Work”); and

**WHEREAS**, in connection with the Façade Work, Licensee is required pursuant to Applicable Law (as defined in Section 2) to install (i) a sidewalk shed on the sidewalk in front of Licensee’s Property and extend it 20 feet in front of Licensor’s Property, along East 56<sup>th</sup> Street, in front of the southerly wall of Licensor’s Building, (ii) roof/terrace protection on a 20-foot section of the westerly roof/terraces of Licensor’s Building, (iii) roof protection on the one-story roof situated adjacent to the northerly wall of Licensor’s Building, and (iv) overhead protection over a portion of the outdoor space situated adjacent to the exit door located at the southwest corner of Licensor’s Building, all as more particularly shown on the Site Safety Plan attached hereto as **Exhibit A** (the “Protective Measures”); and

**WHEREAS**, Licensee has requested that Licensor grant it permission to access a portion of Licensor’s Property for the installation, maintenance, repair and removal of the Protective Measures (the “Protective Work”); and

**WHEREAS**, Licensor is willing to allow Licensee to access Licensor’s Property, subject to the terms, covenants and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the foregoing, and the mutual covenants and agreements contained in this Agreement, the Parties hereto hereby agree as follows: