

LEASE NO. X7458

LICENSE AGREEMENT BETWEEN

**THE CITY OF NEW YORK
DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES
ONE CENTRE STREET, 20TH FLOOR NORTH
NEW YORK, NEW YORK 10007**

&

**7 WORLD TRADE COMPANY, L.P.
521 FIFTH AVENUE
NEW YORK, NEW YORK 10175**

Premises: 7 World Trade Center (Block 84, Lot 36),
Borough of Manhattan
Entire 23rd floor
to be used by Mayor's Office of Emergency Management

Date Prepared _____	Date _____
Review by: Attorney _____	Date _____
Architect _____	Date _____
Negotiator _____	Date _____
SENT TO LANDLORD _____	Date _____

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THE CITY OF NEW YORK
DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES
DIVISION OF REAL ESTATE SERVICES
ONE CENTRE STREET, 20TH FLOOR NORTH
NEW YORK, NEW YORK 10007

LICENSE AGREEMENT (hereinafter referred to as "License") made as of this 3rd day of December 1997, between 7 World Trade Company, L.P. whose address is 521 Fifth Avenue, New York, New York 10175, hereinafter designated as Licensor, and THE CITY OF NEW YORK, a municipal corporation, acting through the Department of Citywide Administrative Services ("DCAS"), with an address at 1 Centre Street, 20th Floor North, Suite 2000, New York, New York 10007, hereinafter designated as Licensee.

WITNESSETH:

WHEREAS, the parties hereto desire to enter into a License of office space pursuant to the terms and conditions set forth herein and for the specific purposes outlined in Article 5 hereof; and

WHEREAS, the City of New York, as authorized by the Mayor, may enter into a License for the "Licensed Premises," as defined herein to be executed on behalf of the City by the Deputy Mayor of the City of New York, after approval as to form by the Corporation Counsel; and

WHEREAS, Silverstein-7 World Trade Company, Inc. is a General Partner of Licensor; and

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WHEREAS, Silverstein Properties, Inc. as Agent has the authority to execute this License on behalf of Licensor.

NOW, THEREFORE, Licensor hereby licenses to Licensee and Licensee hereby licenses from Licensor, consistent with the following terms and conditions, the following described premises (hereinafter referred to as "Licensed Premises"): the entire rentable area of the 23rd floor of the building located at 7 World Trade Center (Block 84, Lot 36), Borough of Manhattan (hereinafter referred to as "Building") to be used by the Mayor's Office of Emergency Management ("OEM") for the limited purposes set forth herein, upon the terms and conditions hereinafter set forth.

Notwithstanding anything in the immediately preceding paragraph to the contrary or elsewhere in this License, this License is a license only to inspect the Licensed Premises, in connection with certain services described in Article 5 hereof for Final Plans (as defined in said Article 5) required by Licensee for a lease of the Licensed Premises for use by OEM, not to occupy or use or possess the Licensed Premises (or to have access to the Licensed Premises, except for inspection purposes as provided herein), it being understood and agreed that Licensor, or its designee or authorized agent, shall retain the exclusive right to use and occupy and possess the Licensed Premises (and to have access to the Licensed Premises at any time, without notice to Licensee). If, however, upon the termination of this License, Licensor shall deem it necessary for any reason to commence summary dispossession proceedings against Licensee, if the only relief requested by Licensor in such proceedings is to recover possession of the Licensed Premises, Licensee hereby agrees (1) to consent to such proceedings, (2) not to oppose or object to the jurisdiction of the court or to seek to bring the proceedings before any other tribunal, (3) not to oppose or object to the

manner of service of the notice of petition or petition if given to Licensee in the same manner as notices are permitted to be given to Licensee under this License, (4) not to interpose any answer, defense, objection or counterclaim therein, (5) not to make any motion therein, (6) to consent to entry of final judgment of possession in favor of Licenser, (7) to comply fully with said judgment and vacate the Licensed Premises and not to appeal from or oppose the same, and (8) to consent to the issuance of a warrant of eviction against Licensee, to comply fully therewith and not to appeal from or oppose the same.

ARTICLE 1

COMMENCEMENT: TERM: TERMINATION

This License shall commence as of the date this License is fully executed by Licenser and Licensee (the "Commencement Date") and will continue until terminated by Licenser or Licensee as hereinafter provided. During the term of this License, Licenser agrees not to execute a lease of the Licensed Premises with any party other than Licensee.

Subject to the provisions of this License to the contrary, either Licenser or Licensee may terminate this License on thirty (30) days written notice to the other at any time and for any reason (the thirtieth (30th) day following delivery of said notice being hereinafter called the "Expiration Date").

In the event (i) Licensee terminates this License, except pursuant to the first sentence of the sixth paragraph of this Article and subject to the last sentence of this Article or (ii) Licensee shall fail to execute and deliver a lease of the Licensed Premises on or prior to February 15, 1998 and Licenser terminates this License, then within sixty (60) days after the Expiration Date, Licensee shall

pay to Licensor a portion ("Licensee's Share") of the cost approved and authorized by Licensee pursuant to Article 5 hereof for the following (collectively the "Licensor's Work Cost"): (a) architect's fees, engineering fees and related consultant fees; (b) expeditor's fees and filing and permit fees for the submission of same to the appropriate governmental authorities, including, without limitation, the Port Authority of New York and New Jersey (the "Port Authority") for approval, all in connection with Landlord's preparation of the Final Plans as defined and described in Article 5 below. Licensee's Share of Licensor's Work Cost shall be an amount equal to (x) fifty percent (50%) of the first \$400,000.00 of Licensor's Work Cost plus (y) one hundred percent (100%) of Licensor's Work Cost in excess of said \$400,000.00, up to the additional sum of \$100,000, it being agreed that Licensor's Share of Licensor's Work Cost shall not exceed the sum of \$200,000.00 and that Licensee's Share of Licensor's Work Cost's shall not exceed the sum of \$300,000.00.

In addition to the Licensee's Share of Licensor's Work Cost, Licensee shall concurrently therewith pay to Licensor the reasonable attorneys fees and reasonable expenses (up to \$40,000 for the sum of said fees and expenses) incurred by Licensor in connection with this License and the proposed lease by Licensee, as tenant, of the Licensed Premises.

Licensor shall provide Licensee with a statement of all such costs together with reasonably detailed back-up documentation within fifteen (15) business days after Licensee's giving of a termination notice, or if applicable, the expiration of the License. Such costs shall be subject to audit by DCAS and/or its authorized representative and post-audit by the Comptroller for the City of New York.

If, prior to the Expiration Date, Licensee shall terminate this License by reason of Licensor's breach of the terms of this License and Licensee cannot thereby enter into a lease of the

Licensed Premises because of uncompleted Licensor's Work pursuant to Article 5 hereof through no fault or neglect of Licensee, no Licensor Work Cost shall be payable by Licensee. Except as provided in the third and fourth paragraphs of this Article 1, if, prior to the Expiration Date, Licensor shall terminate this License, except if due to a breach of the terms of this License by Licensee, no Licensor Work Cost shall be payable from Licensee to Licensor. Subject to the provisions of said lease, the Licensor's Work Cost payment under this License shall also be waived in its entirety if Licensor and Licensee execute and deliver a lease of the Licensed Premises during the term of this License pursuant to Article 3 of this License to be applied towards "Landlord's Maximum Contribution" under said lease.

ARTICLE 2

LICENSE FEE

Subject to the following provisions of this Article and performance of Licensor's obligations under Article 5, Licensee shall pay a license fee of one dollar (\$1.00) upon the Expiration Date. The license fee shall be payable at Licensor's address hereinbefore set forth or at such other address as may be designated by Licensor from time to time, by notice in the manner provided herein.

ARTICLE 3

OPTION TO LEASE

In consideration for entering into this License and agreeing to obey the covenants herein, including payment of the license fee, Licensee is hereby granted, during the term of this

License, the irrevocable option of entering into a lease for the Licensed Premises on terms mutually satisfactory to the parties herein. This option shall be exercisable only by execution and delivery of a Lease of the Licensed Premises between Licensors and Licensee during the term of this License, and upon the Expiration Date (or sooner termination) of this License, this option, if such a lease of the License Premises between Licensors and Licensee shall not have theretofore been executed and delivered, shall also terminate simultaneously upon the Expiration Date (or sooner termination) of this License. Even if Licensee shall desire to lease the Licensed Premises, however, Licensors shall have no obligation to execute a lease with Licensee unless all the terms, covenants and conditions of the proposed lease are satisfactory to Licensors in Licensors's sole, uncontrolled discretion.

ARTICLE 4

LICENSOR'S INTEREST IN PREMISES

Licensors warrants and represents that it is the leasehold owner of the Licensed Premises and is empowered and authorized to license said Licensed Premises.

ARTICLE 5

ALTERATIONS AND IMPROVEMENTS

Licensee through its Division of Real Estate Services of DCAS ("DRES") has approved Licensors' architect (the "Architect") and the proposed cost of its services hereunder. Licensors shall cause its Architect to prepare architectural and engineering plans and specifications (the "Final Plans") for leasing of the Licensed Premises to Licensee. The Final Plans must be (i)

engineering and architecturally complete; and (ii) coordinated with existing building conditions and facilities; and (iii) conform to all applicable codes and requirements (including but not limited to terms and conditions in the professional services requirement document prepared by DRES, i.e., "Guide for Design Consultant"), (iv) coordinated and based on the information referred to in Licensee's approval letter of Licensor's Architect to Licensor (copy annexed hereto as Exhibit "A") in order to create a complete set of construction documents and (v) approved by DRES, which approval shall not be unreasonably withheld, conditioned or delayed within five (5) days after receipt by DRES of the Final Plans and shall specify in reasonable detail the reasons for any disapproval. The Final Plans must be filed by Licensor with all governmental authorities having jurisdiction.

Licensor shall cause the Architect to arrange for preparation of the Final Plans and delivery of same to DRES and the Port Authority and other regulatory agencies (if any) which require said submission in the time frames set forth in Exhibit "A" annexed hereto.

Within ten (10) business days after DRES's approval of the Final Plans Licensor shall submit to DRES Port Authority administrative approvals with respect to Final Plans as well as a copy of the work permit (or alternative document issued by the Port Authority). If Licensor and Licensee shall fail to execute and deliver a lease of the Licensed Premises, Licensee shall reimburse to Licensor the fees (if any) charged by the Port Authority for its approvals and work permit.

Licensor hereby warrants and represents that it has the financial capability and/or adequate financing to cause the preparation of the Final Plans in the time frames set forth in said Exhibit "A". The parties hereto acknowledge and agree that the "target date" for completion of the

Final Plans is on or prior to December 31, 1997. Licensor's misrepresentation with regard to its ability to provide or obtain adequate financing shall constitute a basis for termination of this License on five (5) days written notice.

In the event Licensor fails to commence and/or fails to meet any applicable time frames, provided that Licensee is not responsible for Licensor's failure to comply with such time frames, then Licensee shall give Licensor written notice (hereinafter referred to as "Delay Notice") advising Licensor of its failure to so commence and/or perform. If Licensor fails to commence or perform its obligations above within five (5) business days from the receipt of said Delay Notice, subject to force majeure, Licensee shall give Licensor a second written notice (the "Final Delay Notice"). If Licensor fails to commence or perform its obligations above within five (5) days from receipt of the Final Delay Notice, subject to force majeure, Licensee, in addition to any other remedy it may have, may, at its option terminate this License on ten (10) business days written notice to Licensor without liability for the repayment of the Licensor Work Cost as defined in Article 1, subject to Licensor's right to dispute the Delay Notice.

ARTICLE 6

INTENTIONALLY OMITTED

ARTICLE 7

EXCULPATORY

Licensee agrees that the liability of Licensor under this License and all matters pertaining to or arising out of the Licensed Premises, shall be limited to Licensor's interest in the

Building and in no event shall Licensee make any claim against or seek to impose any personal liability upon any general or limited partner of Licensor, or any principal of any firm or corporation that may hereafter be or become the Licensor.

ARTICLE 8

SUBORDINATION

This License 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 are a part and to all renewals, modifications, consolidation, replacements and extensions of any such underlying leases and mortgages. This clause shall be self-operative and no further instrument of subordination shall be required by any ground or underlying lessor or by any mortgagee. In confirmation of such subordination, Licensee shall execute promptly any certificate that Licensor may request.

ARTICLE 9

ACCESS

Licensor agrees to provide DCA and DRES with access to the Licensed Premises during normal business hours on weekdays, but not on Saturdays, Sundays and holidays, upon reasonable prior notice, if accompanied by building personnel. In the event Licensor willfully fails to comply with any of the provisions of this Article within five (5) business days after written notice thereof is given by Licensee to Licensor, Licensee, in addition to any other remedy it may have, may terminate this License on five (5) business days written notice without being liable for the Licensor Work Cost, provided that Licensee is not responsible for Licensor's failure to comply

with the provisions of this Article.

ARTICLE 10

INTENTIONALLY OMITTED

ARTICLE 11

INTENTIONALLY OMITTED

ARTICLE 12

INTENTIONALLY OMITTED

ARTICLE 13

INTENTIONALLY OMITTED

ARTICLE 14

NO EMPLOYEE OF CITY HAS ANY INTEREST IN LICENSE

Licensors 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 15**NOTICES**

A. Any notice required to be given shall be in writing and shall be sent by express or certified mail, return receipt requested and addressed or delivered personally to Licensor at the address set forth above, or to Licensee addressed at the following address:

ASSISTANT COMMISSIONER OF LEASING AND SPACE DESIGN
Department of Citywide Administrative Services
Division of Real Estate Services
One Centre Street, 20th Floor, Room 2000N
New York, N.Y. 10007

Either party may change its address as set forth herein by notice to the other in the manner provided for herein. Notice shall be deemed given as of the date of mailing or date of personal delivery.

B. Notwithstanding the foregoing, service of process to commence a summary proceeding pursuant to Article 7 of the Real Property Actions and Proceeding Law ("RPAPL") relating to an occupancy by the City of New York or its agencies or officers of the Licensed Premises which at its commencement was authorized under this License shall be served in manner required by CPLR Section 311.

ARTICLE 16**FORCE MAJEURE**

Licensor or Licensee shall not be deemed in default if it is delayed in the performance of any act, matter or thing which it is obligated to perform hereunder, if such delay is an

"unavoidable delay." An "unavoidable delay" shall mean (i) strikes, lockouts, or labor disputes; (ii) acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental actions, civil commotion, insurrection, revolution, sabotage or fire or other casualty or other conditions similar to those enumerated in this Article. In the event of any unavoidable delay, all dates for performance shall automatically be extended by a period equal to the aggregate period of all such delays.

ARTICLE 17

SAVE HARMLESS

Licensor and Licensee shall each indemnify and hold harmless the other party from and against any and all liability, fines, suits, claims, demands, expenses and actions of any kind or nature arising by reason of injury to person or property occurring on or about the Licensed Premises, the Building, or the real property of which they form a part, occasioned in whole or in part by its acts or omissions or the acts or omissions of any person present by its license and/or permission, express or implied.

ARTICLE 18

INVESTIGATIONS

1.1 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, License, permit, or license that is the subject of the investigation, audit or inquiry.

1.2(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, License, 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;

1.2(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, License, 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;

1.3(a) The commissioner or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, License, 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.

1.3(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, License, permit, or license pending the final determination pursuant to paragraph 1.5 below without the City incurring any penalty or damages for delay or otherwise.

1.4 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, License, permit or license with or from the City; and/or
- (b) The cancellation or termination of any and all such existing City contracts, Licenses, 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.

1.5 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, Licenses, 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 1.4 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 1.3(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.

1.6(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.

1.6(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.

1.6(c) The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, Licenses, or permits from or through the City or otherwise transacts business with the City.

1.6(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.

1.7 In addition to and notwithstanding any other provision of this agreement, the Commissioner or agency head may in his or her sole discretion terminate this agreement upon not less than three (3) days written notice in the event contractor 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 of 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 agreement by the contractor, or affecting the performance of this contract.

ARTICLE 19

INTENTIONALLY OMITTED

ARTICLE 20

SEPARABILITY

If any term, covenant, condition or provision of this License or the application thereof to any circumstance or to any person, firm or corporation shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions and provisions of this License or the application thereof to any circumstances or to any person, firm or corporation other than those as to which any term, covenant, condition or provision is held invalid or unenforceable, shall not be affected thereby and each remaining term, covenant, condition and provision of this License shall be valid

and shall be enforceable to the fullest extent permitted by law.

ARTICLE 21

LICENSOR'S REPRESENTATIONS

Licensor hereby warrants that, to the best of its knowledge, it is not in default of any obligation to the City of New York, nor is Licensor, its officers, principals or stockholders a defendant in any action instituted by the City.

Any misrepresentation by Licensor with regard to this warranty shall constitute a basis for termination of this License.

The partners or, if a corporate entity, officers and shareholders of the corporation or members of the limited liability which leases the premises are as follows: As to Silverstein-7 World Trade Company, Inc., General Partner, Larry A. Silverstein is President, Joseph P. Ritorto, is Senior Executive Vice President and Howard Shapiro is Secretary-Treasurer. The limited partners of Licensor are Silverstein Development Corporation and Klara Silverstein.

ARTICLE 22

NO WAIVER

The failure of either party hereto to insist, in one or more instances upon the full performance of the others covenants, conditions or obligations hereunder shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition, and the consent or approval by Licensee or Licensor to or of any act by the other party requiring such consent or approval shall not be construed to waive or render unnecessary Licensee's or Licensor's consent or

approval to or of any subsequent similar act. No provision of this License shall be deemed to have been waived unless such waiver be in writing signed by the party against whom enforcement of the waiver is sought.

ARTICLE 23

INTENTIONALLY OMITTED

ARTICLE 24

BROKERAGE

Licensee and Licensor agree that there was no broker involved with the negotiation and execution of this License.

ARTICLE 25

APPLICABLE LAW

This License shall be governed by and construed in accordance with the internal laws of the State of New York.

ARTICLE 26

LICENSE ENTIRE AGREEMENT

This License sets forth the entire agreement between the parties, superseding all prior agreements and understandings, written or oral, and may not be altered or modified except by a writing signed by both parties.

This License shall be binding upon the parties hereto, their successors, legal

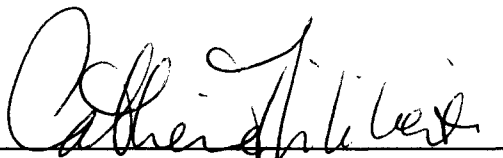
representatives and assigns.

IN WITNESS WHEREOF, the said parties have caused this License Agreement to be executed the day and year first above written.

Licensors:

7 WORLD TRADE COMPANY L.P.,

By: Silverstein Properties, Inc., Agent

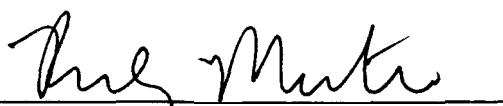
By 

Name: Catherine T. Galiberti

Title: Senior Vice President

Licensee:

THE CITY OF NEW YORK,

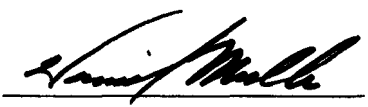
By 

Randy M. Mastro

Deputy Mayor for Operations

The City of New York

Approved as to Form:


Acting Corporation Counsel
JDC

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

On this 3rd day of December, before me personally came Catherine T. Giliberti to me known, and who being by me duly sworn, did depose and say that she resides at 225 Main Street, Roslyn, New York 11576, that she is a Senior Vice President of Silverstein Properties, Inc., a corporation having its principal place of business at 521 Fifth Avenue, New York, New York; that said corporation is the Agent of 7 World Trade Company, L.P., a Delaware limited partnership, the firm described in and which executed the foregoing instrument and that said instrument was executed by said corporation as Agent for and in behalf of said partnership.

PAMELA S. BROWN
NOTARY PUBLIC, State of New York
No. 01BR4935340
Qualified in Kings County
Commission Expires June 27, 1998

Pamela S. Brown

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

On this 8th day of January, 1998, before me personally came Randy M. Mastro to me known to be the Deputy Mayor for Operations of the City of New York, the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

EVELYN PASTORE
NOTARY PUBLIC, State of New York
No. 43-4923089
Qualified in Richmond County
Commission Expires 4/4/98

E. Pastore

24/97 12:55 CARB LURIA LLP → 2127321287
 DGS COMMISSIONER'S OFFICE TEL: 212-669-8992

DEC 24 '97 10:44 NO.564 P003
 NO.005 P.02

AFFIRMATION

The undersigned Landlord, Lessor, Licensor or Optionor affirms and declares that said Landlord, Lessor, Licensor or Optionor is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligations to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the proposer or bidder to receive public contracts except

Full name of Landlord, Lessor, Licensor or Optionor:

7 World Trade Company, L.P.

Address 521 5th Avenue

City New York State New York Zip Code 10175

CHECK ON BOX AND INCLUDE APPROPRIATE NUMBER

☐ A - Individual or Sole Proprietorship*

SOCIAL SECURITY NUMBER

☒ B - Partnership, Joint Venture or other unincorporated Organization
EMPLOYER IDENTIFICATION NUMBER

PII

☐ C - Corporation

EMPLOYER IDENTIFICATION NUMBER

by Silverstein Properties, Inc., Managing Agent
Catherine Filiberti
 Signature of an Officer or Duty Authorized Representative

Senior Vice President
 Title

12-29-97
 Date

If a corporation place seal here:

* Under the Federal Privacy Act the furnishing of Social Security Numbers by Individuals on City City contracts is voluntary. Failure to provide a Social Security Number will not result in an individual's disqualification. Social Security Numbers will be used to identify Landlords, Lessors, Licensors or Optionors, to ensure their compliance with laws, to assist the City in enforcement of laws, as well as to provide the City a means of identifying businesses which seek City contracts.

FOR DGS ONLY:

NOEM

Agency

7 World Trade Center 2767

Address

IPIS Number

EXHIBIT "A"



**DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICE
DIVISION OF REAL ESTATE SERVICE**

MUNICIPAL BUILDING Room 2033S
NEW YORK, N.Y. 10007
(212) 669-3645 Fax (212) 669-2666

WILLIAM I. DIAMOND
Commissioner

LORI FIERSTEIN
Deputy Commissioner

November 25, 1997

Catherine T. Gilberti
Silverstein Properties
521 Fifth Avenue
New York, New York 10175

**Re: Mayor's Office of Emergency Management
7 World Trade Center
23rd Floor
New York, New York
Project # 96-1346**

Dear Ms. Gilberti:

We are in receipt of the proposals for Consultant Architect services submitted by you on October 23, 1997, for Swanke Hayden Connell Architects and their Sub-Consultants regarding the referenced space.

We hereby approve the Swanke Hayden Connell Consultant Team as the selected consultant team to perform all the necessary architectural and engineering services for this project as described in DRES "Guide for Design Consultant" revised October 1996. This selection has been established pursuant to a Scope of Services, Swanke Hayden Connell Architects proposal dated October 21, 1997, and their revised proposal of October 24, 1997, stating that the professional fees, based on the Scope of Services, shall be as follows:

A. Lump Sum Fees:

Professional Services Lump Sum Fee.....	\$ 385,497.00
Additional Lump Sum to Prepare Existing Condition Autocad Files.....	\$ 8,000.00
Total Lump Sum Fees.....	\$ 393,497.00

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**Mayor's Office of Emergency Management
7 World Trade Center
23rd Floor
New York, New York
Project # 96-1346**

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B. Not-To-Exceed Fees For:

1. Emergency Generator Design..... \$ 30,000.00
2. Controlled Inspection-Architectural.....\$ 10,000.00
3. Controlled Inspection-MEP.....\$ 12,000.00
4. Out of Pocket Expenses (Reimbursables)For:
 - a. Professional Services..... \$ 38,550.00
 - b. Autocad Files.....\$ 1,000.00
 - c. Controlled Inspections.....\$ 2,200.00
 - d. Emergency Generator.....\$ 3,000.00

Total Amount Not-To-Exceed Fees & Expenses.....\$ 96,750.00

Out of Pocket Expenses are to be billed at cost and are limited to the maximum amounts indicated for blueprinting, copying, faxing, overnight mailing, messenger services, etc., as deemed necessary by DRES. Other Not-To-Exceed Fees shall be billed as described in the attached proposals once authorized and approved by DRES.

Filing Fees to be billed at cost and paid by the Landlord.

All drawings and construction documents shall be submitted to DRES, in accordance with the project schedule.

Should you require any further clarification, please contact Vinicius Castagnola, Assistant Director at (212) 669-2217 or myself at (212) 669-8086.

Sincerely,



**Richard J. Ramos
Executive Director of Space Design/DRES**

Attachment

c: J. Kondrat, DRES
G. Pymonto, DRES
M. Mathew, DRES

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V. Castagnola, DRES
J. Dominguez, DRES



SWANKE HAYDEN CONNELL ARCHITECTS

F original

225 Lafayette Street, New York, New York 10012
212 216 9696, Fax 212 219 0069

October 21, 1997
October 24, 1997, Revised

Mr. Joseph Ritorio
Senior Executive Vice President
Silverstein Properties, Inc.
521 Fifth Avenue, 31st Floor
New York, New York 10175

Re: Mayor's Office of Emergency Management (OEM)
Emergency Operations Center: 7 World Trade Center
"Proposal for Architectural and Engineering Design Services"
SHCA Project No. 5576A

Dear Mr. Ritorio:

Swanke Hayden Connell Architects (SHCA) is pleased to submit its proposal for its architectural and engineering design services in connection with the above referenced project. These services shall include the following unless specifically excluded or modified herein by the attached consultant proposals:

Scope of Work

- Draft Silverstein Request for Proposal dated 07/24/97 (Refer to the hereto attached Fee Summary dated 10/21/97 for program areas).
- OEM Program Summary dated 07/21/97.
- OEM Space Design-Programming dated 08/18/97.
- DCAS/DRES Standards contained in the Guide for Design Consultant (Rev. October, 1996).
- 1. Field verification of existing conditions based upon as-built architectural and engineering drawings and AutoCad drawing files provided by the Landlord.
- 2. Attendance at Meetings.
- 3. Preparation of Schematic Design, Design Development and Construction Documents including coordination of engineering and all other consultant drawings.
- 4. Preparation of a complete Manifest List for all Furniture, Furnishings and Furniture System (NYC Requirements Contract loose furniture, casegoods and Herman Miller workstations excluding the custom millwork Operations Center workstations).
- 5. Review of Bids.
- 6. Assisting in the filing of Department of Building applications.
- 7. Construction Administration (periodic field visits/meetings, shop drawing review and preparation of an initial punchlist and final punchlist).
- 8. Sign-off of Controlled Inspection Forms and assist in the filing of the forms.
- 9. Assist in the filing of the Certificate of Occupancy.
- 10. Preparation of "As-Built" Drawings.

Swanke Hayden Connell Ltd./Swanke Hayden Connell & Partners LLP
One Penn Plaza, 11th Floor, New York, New York 10119-2298

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Joseph Ritorto - Silverstein Properties, Inc.
SHCA Project No. 5576A

**"O&M Emergency Operations Center-7 World Trade Center:
Proposal for Architectural and Engineering Design Services"**

Date: October 21, 1997, Revised October 24, 1997

Page 2

Services Not Included

- Programming Design Services (other than verification of the existing program).
- Security Design Services.
- Structural Engineering Design Services.
- Code Expediting/Code Consultant Services.
- Cost Estimating.
- Asbestos Abatement Inspections, Testing and other services in connection with asbestos abatement.
- Models & Renderings.
- Preparation of a Manifest List for purchase of equipment to be installed in this project.
- Periodic site visits and/or meetings during Construction Administration in excess of weekly unless specifically described herein or by the attached consultant proposals.
- Field Probes, Surveys & Testing Services.
- Architectural and Engineering Design Services required to upgrade the existing base building infrastructure to meet tenant program requirements unless specifically described herein or by the attached consultant proposals.
- Architectural and Engineering Design Services required for programmed Back-up Systems which are not on the same floor as the Operations Center (23rd Floor) unless specifically described herein or by the attached consultant proposals.
- Existing Condition AutoCad drawing files. Should the CAD drawing files not exist, SHCA can perform this additional service for a lump sum of \$ 8,000 plus out-of-pocket expenses for the not-to-exceed amount of \$ 1,000.

Compensation

1. SHCA will provide all the Professional Services outlined above for a lump sum fee of \$ 385,497 plus out-of-pocket expenses. Engineering design services for the Emergency Generator shall be provided for a not-exceed fee of \$ 30,000 (at 3.0 x D.P.E.) per the attached engineering proposal plus out-of-pocket expenses. Architectural and MEP controlled inspections shall be provided for a not-to-exceed fee of \$ 22,000 (at 3.0 x D.P.E) plus out-of-pocket expenses.
2. Out-of-pocket expenses to be billed at cost and shall include, and are limited to, a maximum amount of \$ 38,550 for the following items: blueprinting, CAD Plotting, copying, faxing and messenger services, etc. as deemed necessary. Out-of-pocket expenses to be billed at cost to a not-to-exceed maximum amount of \$ 3,000 for the Emergency Generator design services and \$ 2,200 for the Controlled Inspection services.
3. All Department of Building Filing Fees to be paid by Landlord.

The above noted fees and expenses shall be billed monthly on a percent complete basis to your attention. Should this proposal be acceptable to you, please indicate your acceptance by signing one of the enclosed copies and returning it to me.

C:\My Documents\O&M Proposal\Silverstein 10-24-97 Fee Proposal.Doc

Joseph Riorto - Silverstein Properties, Inc.

SHCA Project No. 5576A

"OEM Emergency Operations Center - World Trade Center:
Proposal for Architectural and Engineering Design Services"

Date: October 21, 1997, Revised October 24, 1997

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We appreciate the opportunity to submit this proposal to Silverstein Properties, Inc. SHCA looks forward to working with you and DCAS/DRES on this unique and challenging project.

Sincerely,

SWANKE HAYDEN CONNELL ARCHITECTS



Carl R. Meinhardt, FAIA
Principal

Accepted for Silverstein Properties, Inc.:

By: Catherine Riorti
Title: Senior Vice President
Date: December 29, 1997

cc: Mr. Richard J. Ramos - DCAS/DRES
Mr. Vincino Castagnola - DCAS/DRES

C:\ny\Documents\OEM Proposal\MS-Word\10-24-97\Fee Proposal.Dwg

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SWANKE HAYDEN CONNELL ARCHITECTS

395 Lafayette Street, New York, New York 10012
212 226 9696, Fax 212 219 0069

Mayor's Office of Emergency Management 7 World Trade Center

FEE SUMMARY

Fee Category	\$ / SF	SF	Fee
Program Verification	\$0.35	33,135	\$11,597 *
Basic Design Fee **			
Architectural (General Office)	\$2.75	8,000	\$24,750
Architectural (Emer. Manage. Ctr.)	\$4.75	14,000	\$66,500
Architectural (Technology Spaces)	\$3.50	12,000	\$42,000
MEP (General Office)	\$0.85	9,000	\$7,650
MEP (Emer. Manage. Ctr.)	\$2.50	14,000	\$35,000
MEP (Technology Spaces)	\$2.50	12,000	\$30,000
Basic Design Fee Sub-Total:	\$5.88	35,000	\$205,900
Other Basic Services and Fees **			
Telecommunications Consultant			\$76,500
LAN & Computer Consultants			\$38,000
Security Consultant (By OEM)			\$0
Structural Engineering (Not Included)			\$0
Lighting Consultant			\$0
Acoustical Consultant			\$11,500
Audio-Visual Consultant			\$32,000
Furniture Consultant			\$6,000
Balancing Certification-MEP			\$8,000
Other Services Sub-Total:	\$4.80		\$188,000
Total Fees & Services:	\$11.01		\$385,497
Out-of-Pocket Expenses @10%:			\$38,550 ***
Total Lump Sum Fee:			\$424,047
Other Services (Not-to-Exceed Fee)			
Emergency Generator			\$30,000
Controlled Inspection-Architectural			\$10,000
Controlled Inspection-MEP			\$12,000
Sub-Total Other Services (N-T-E):			\$52,000
Out-of-Pocket Expenses @ 10%:			\$5,200
Total Other Services (N-T-E):			\$57,200

* Based upon DCAS "Carpetable" Program Areas.

** Assumes existing Card Drawing Files are to be provided to SHCA; exclusive of Core & Shell upgrades (infrastructure) and assumes that the Back-up Systems per the 07/21/97 Program Summary are on the same floor.

*** Allows for a maximum of 5 visits by ETI International (\$ 3,658.00)

SHCA Project No. 667EA

Fee Worksheet-OEM 10-24-97

Date: 10/21/97; Revised 10/24/97

Swanke Hayden Connell Ltd./Swanke Hayden Connell & Partners LLP
Caracas London Miami New York Stamford Washington

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