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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 Licensee. (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 judgement of possession in favor of Licensor. (7) to comply fully with said judgement 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 Licensor and Licensee (the "Commencement Date") and will continue until terminated by Licensor or Licensee as hereinafter provided. During the term of this License, Licensor 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 Licensor 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").

Except pursuant to the first sentence of the sixth paragr of this Article and

In the event (i) Licensee terminates this License, 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 Licensor 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

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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 (~~up to $40,000.00~~ up to $40,000 for the sum of said fees and expenses) and reasonable 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

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Licensed Premises because of uncompleted Licensor's Work pursuant to Article 5 hereof through or Licensor's architect (The "Architect"), no fault or neglect of Licensee, no Licensor Work Cost shall be payable. 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

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