

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 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 "Expiration Date"). *License and option to lease shall expire no later than January 15, 1997.*

In the event Licensee terminates this License, subject to the last sentence of this Article, then within sixty (60) days after the Expiration Date, Licensee shall pay to Licensor an amount (the "Licensor Work Cost") equal to 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 and/or, 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. In addition to the ~~Licensor 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.~~ ^{not to exceed 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 shall bear the first \$200,000.00 of Licensor's Work Cost's in excess of said \$200,000.00 assumed by Licensor.~~ ^{Share} ~~shall not exceed \$300,000.~~

~~In addition to the Licensee's Share of Licensor's Work Cost, Licensee shall concurrently therewith pay to Licensor (i) the attorneys fees and expenses incurred by Licensor in connection with this License and the proposed lease by Licensee, as tenant, of the Licensed Premises, plus (ii) interest calculated at an annual rate of ten percent (10%) from dates of payment by Licensor of ^{Licensee's Share of} Licensor's Work Cost and said attorneys fees and expenses, to date of payment by Licensee.~~ OMIT

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

delivery of a Lease of the Licensed Premises between Licensor and Licensee during the term of this License, and upon the termination or expiration of this License, this option, if such a lease of the License Premises between Licensor and Licensee shall not have theretofore been executed and delivered, shall also terminate simultaneously with the termination or expiration of this License. Even if Licensee shall desire to lease the Licensed Premises, however, Licensor shall have no obligation to execute a lease with Licensee unless all the terms, covenants and conditions of the proposed lease are satisfactory to Licensor in Licensor's sole, uncontrolled discretion.

ARTICLE 4

LICENSOR'S INTEREST IN PREMISES

Licensor 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

Exh A approved the architect
 Provided Licensee through its Division of Real Estate Services of DCAS ("DRES") has approved ~~Licensor's Architect~~ *(the "Architect")* and the proposed cost of its services hereunder, Licensor 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,

Will the costs be approved before the license is executed?

✓

are any costs included?

i.e., "Guide for Design Consultant"), (iv) coordinated and based on the information referred to in Licensee's approval letter of Licensors' Architect to Licensors (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 Licensors with all governmental authorities having jurisdiction.

~~Upon DRES' written approval (said approval by DRES to be made no later than five (5) days following receipt of bids therefor) of Licensors' Architect, Licensors shall cause said~~
LICENSORS shall cause the Architect to arrange for preparation of initial 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 timeframes set forth in the Request for Proposals ("RFP"). Exhibit "A" annexed hereto.

On it is order to expedite approval process

~~Within~~ Within ten (10) business days after DRES's approval of the Final Plans and the execution and delivery of an unconditional lease by Licensors and Licensors for the Licensed Premises, Licensors 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).

Licensors hereby warrants and represents that it has the financial capability and/or adequate financing to complete ~~cause the preparation of~~ the Final Plans in the time frames set forth herein 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. Licensors

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) days from the date of said 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.

*5. In writing
within 5 days
such additional time if required*

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.