

LEASE NO. _____

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, I.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 _____

FILE NO. 4219.1016
~~NOVEMBER 18~~ **DECEMBER 1, 1997**
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NO. 102 P002

12/01/97 12:35 CARB LURIA LLP

**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 18th day of November ~~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. as General Partner of Licensor

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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 Licensors Work Cost shall be an amount equal to (x) fifty percent (50%) of the first \$400,000.00 of Licensors Work Cost plus (y) one hundred percent (100%) of Licensors Work Cost in excess of said \$400,000.00, up to the additional sum of \$100,000, it being agreed that Licensors Share of Licensors Work Cost shall not exceed the sum of \$200,000.00 and that Licensee's Share of Licensors Work Cost's shall not exceed the sum of \$300,000.00.

In addition to the Licensee's Share of Licensors Work Cost, Licensee shall concurrently therewith pay to Licensors (i) the reasonable attorneys fees and (up to \$40,000.00) and reasonable expenses incurred by Licensors 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 Licensors of Licensors Work Cost and said attorneys fees and expenses, to date of payment by Licensee.~~

Licensors 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 Licensors breach of the terms of this License and Licensee cannot thereby enter into a lease of the Licensed Premises because of uncompleted Licensors Work pursuant to Article 5 hereof through

no fault or neglect of Licensee, no Licensor Work Cost shall be payable. 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. If Licensee shall fail to execute and deliver a lease of the Licensed Premises on or prior to January 15, 1998, Licensor may elect to terminate this License upon five (5) days written notice to Licensee and no Licensor Work Cost shall be payable by Licensee, except that Licensee shall pay the reasonable attorneys fees and expenses and interest set forth in the fourth paragraph of this Article. ~~The 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, ~~subject to the provisions of 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.