

THIS LICENSE AGREEMENT (the "License Agreement") is made as of the 1st day of September, 2014 between [REDACTED] K [REDACTED] K 808 GARAGE LLC, a New York limited liability company ("Licensor"), and, Avis [REDACTED] et Rental Car LLC, a [REDACTED] ("Licensee").

In consideration of the fee to be paid and the promises and obligations of Licensor and Licensee under this License Agreement, it is agreed as follows:

Article 1. GRANT OF LICENSE/NO INTEREST IN REAL PROPERTY

Licensor hereby licenses to Licensee and Licensee hereby accepts a license from Licensor of space for parking of rental passenger motor vehicles in the garage (the "Garage") of which Licensor is the tenant in the building located at 808 Columbus Avenue, New York, New York (the "Building," whether or not capitalized). The Licensee shall use only areas designated as shown on Exhibit "A" (the "Licensed Area." This License Agreement is subject and subordinate to a certain Amended and Restated Lease dated as of May, 2014 (the "Lease"), by and between 808 Columbus Commercial Owner LLC, as landlord ("Landlord" or "landlord under the Lease") and Licensor, as tenant (the "Lease"), a copy of which is annexed hereto as Exhibit E. Nothing set forth in this agreement shall be deemed to grant licensee any interest in real property. Licensee agrees that it will not violate any term, covenant or condition of the Lease and will comply with the terms of the Lease.

Article 2. TERM

Section 2.1. Term and Commencement Date

The term of this License Agreement (the "Term") will begin on the Commencement Date (as defined below), and will end on the last day of the sixtieth (60th) full month thereafter (the "Expiration Date") and Licensee shall also have two (2) four (4) year renewal options as set forth in Article 19 below. The "Commencement Date" shall mean the date on which the Licensor and the landlord under the Lease approve in writing Licensee's proposed signage and car rental office as depicted on Exhibit D, annexed hereto and made a part hereof.

Section 2.2. Holding Over

Licensor and Licensee recognize that the damage to Licensor resulting from any failure by Licensee to timely remove its vehicles and office at the end of the term of this License Agreement may be substantial. Licensee therefore agrees that if on the date on which this License Agreement expires or is terminated Licensee has failed to remove all of its vehicles and office, then, in addition to any other rights or remedies Licensor may have hereunder or at law, Licensee shall pay to Licensor for each month (or any portion thereof) during which Licensee fails to remove all vehicles after the date on which this License Agreement terminates or expires, a sum equal to the greater of: (i) three (3) times the fee payable under this License Agreement for the last full calendar month of the term of this License Agreement; or (ii) one and one-half (1.5) times the fair market value for use of the Licensed Premises for such month (as reasonably determined by Licensor). No holding-over by Licensee, nor the payment to Licensor of the amounts specified above, shall operate to extend the term. Nothing herein contained shall be deemed to permit Licensee to retain use of any premises after the date on which this License Agreement expires or is terminated and no acceptance by Licensor of payments from Licensee after such expiration or termination date shall be deemed to be other than on account of the amount to be paid by Licensee in accordance with the provisions of this Paragraph. All of Licensee's obligations under this Article 2 shall survive the expiration or earlier termination of the term of this License Agreement. On or before the expiration or earlier termination of this License Agreement, Licensee shall restore the Licensed Area to its condition on the Commencement Date.