

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, ("Agreement") is made and entered into as of the 17 day of July, 1996 by and between Metropolitan Life Insurance Company, a New York corporation ("Licensor"), having a mailing address of 47 Perimeter Center East, Suite 350, Atlanta, Georgia 30346, and Prime Hospitality Corp., a ~~New Jersey~~ Delaware corporation ("Licensee"), having a mailing address of 700 Route 46, East, Fairfield, New Jersey 07004.

WHEREAS, Licensor is the owner of certain real property known as Inverness Center Site 24C as shown on the Exhibit "A" (herein referred to as the "Property"); and

WHEREAS, Licensee desires to remove earth material for the purpose of using the earth material as fill for the grading of the Licensee's adjacent property; and

WHEREAS, Licensor desires to grant Licensee a license to enter upon the Property to remove the earth material subject to the terms and conditions as hereinafter provided;

NOW THEREFORE, for and in consideration of the above premises and the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- Grant of License.** Licensor hereby grants unto Licensee a license ("License") (i) to enter upon the Property for the purpose of removing the earth material and (ii) further hereby grants unto Licensee the right to obtain all necessary permits for construction and erosion control from all governing authorities. Upon completion of the earth material removal from the Property, Licensee shall promptly pay for all the work and close out all permits.
- Term.** The term of this Agreement and the License granted herein shall commence as of the date first written above and shall expire upon the earlier to occur of the following: (i) Licensee has completed the removal of the earth material and has stabilized the Property with a solid stand of grass to the satisfaction of the Licensor, and all activities related thereto, or (ii) one hundred twenty days (120) from the date first written above or (iii) Licensor elects, at its sole discretion to end the term of this Agreement.
- No Interference.** Licensee shall use all efforts to conduct the earth material removal in a manner which will not interfere with any work being conducted on the Property by the Licensor.

07/18/1996-23102
08:31 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 14.50

Calhoun

Inst # 1996-23102

4. **Condition of Property.** Upon completion of the earth material removal, Licensee shall have: (i) graded the Property as shown on Exhibit "A", (ii) stabilized the Property with a solid stand of grass to the satisfaction of the Licenser and (iii) vacated the Property.

5. **Indemnity.** Licensee will protect, defend, hold harmless, and indemnify Licenser, its legal representatives, successors, and assigns, as the case may be, from and against any and all claims for death of or injury to person or damage to property, and from all actions of every kind and nature which may arise out of or in connection with, or by reason of any acts of negligence by Licensee, its assigns, agents or employees upon or adjacent to the Property except for any claims which may arise out of or in connection with or by reason of Licenser's negligence, sole or concurrent.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

LICENSOR:

Metropolitan Life Insurance Company

By: _____

PP
KBA 40

Its: _____

VICE PRESIDENT

LICENSEE:

Prime Hospitality Corp.

By: _____

Its: _____

JOSEPH BERNADINO
Senior Vice President

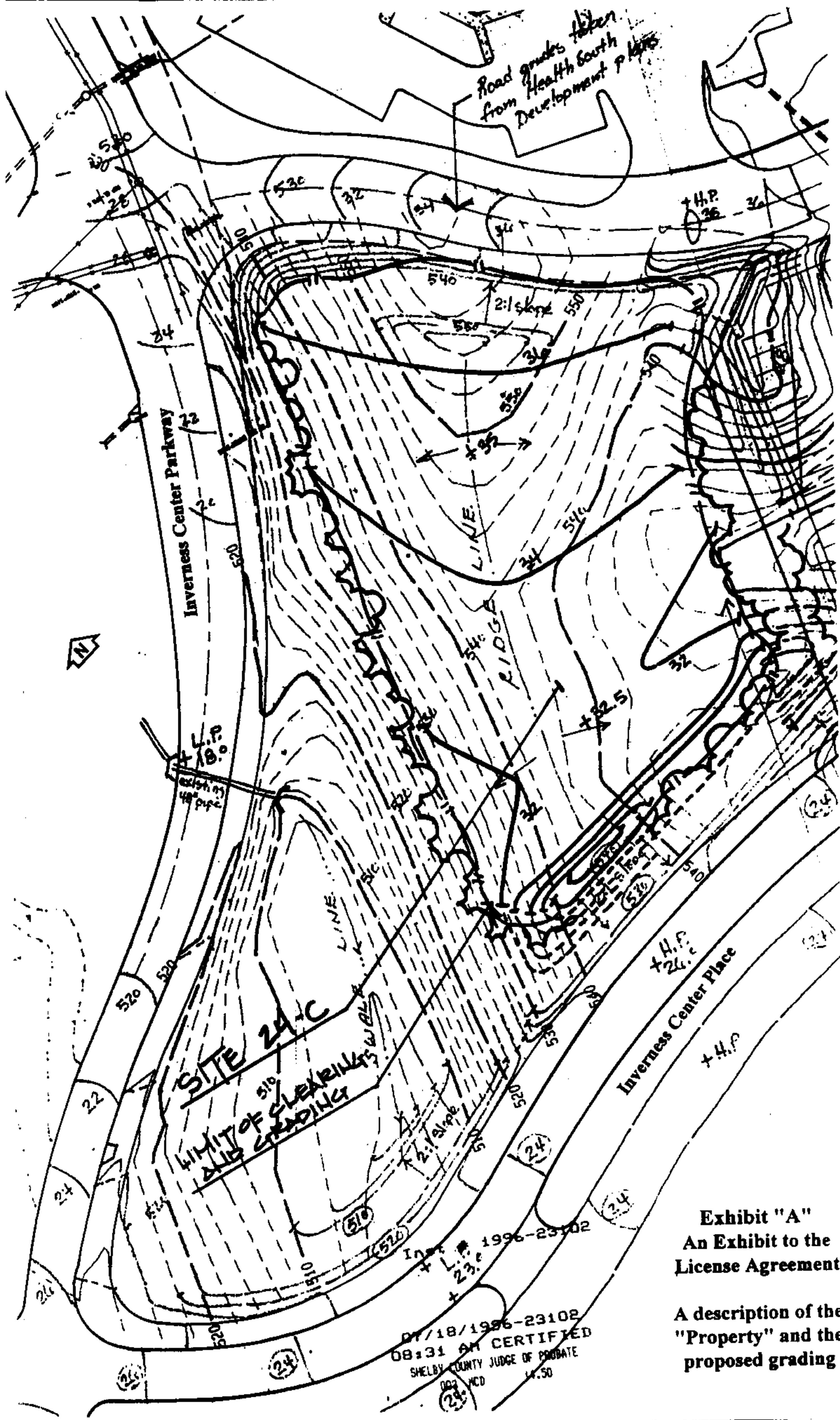


Exhibit "A"
An Exhibit to the
License Agreement

A description of the
"Property" and the
proposed grading

07/18/1996-23102
08:31 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 14.50