

SUPPLEMENTAL AGREEMENT 6

THIS AGREEMENT, made and entered into as of July 31, 1973 by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, formerly The Port of New York Authority and hereinafter called "the Lessor" and THE UNITED STATES OF AMERICA, hereinafter called "the Government",

WITNESSETH, That:

WHEREAS, the Government and the Lessor entered into an agreement of lease under date of June 2, 1970 relating to premises in the Borough of Manhattan, in the City, County and State of New York, to be the [REDACTED] at the World Trade Center, New York, New York, the said agreement of lease as it has been heretofore amended, modified and supplemented, being hereinafter called "the Lease"; and

WHEREAS, the parties desire further to amend the Lease;

NOW, THEREFORE, for and in consideration of the foregoing, and of the covenants and agreements herein contained, the Lessor and the Government hereby agree as follows:

1. The date "January 31, 1973" appearing in paragraph (e) of Section 9 of the Lease as amended to "August 31, 1973" by Supplemental Agreement No. 4 to the Lease is further amended by substituting therefor the date "October 31, 1973".

2. The Government may enter upon and occupy various portions of the premises provided that the Lessor shall have notified the Government in writing that the areas so entered upon and occupied are available for such entry and ready for occupancy. Such occupancy shall be subject to and in accordance with all the terms, provisions, covenants and conditions of the Lease provided however that no basic rental shall be payable for any period prior to the date of commencement of the letting, except that the Government shall pay for utilities used as provided in the Lease, and that the following provisions shall not be effective prior to the commencement of the letting: Sections 11, 12(a)(1), 12(a)(2), 12(b)(3), 13, 14(b) through (g), 21(g) and 35. Such occupancy shall commence by the Government entering upon and occupying on August 3, 1973 all of level one and approximately one-half of level two of the premises.

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3. It is recognized that the completion of certain aspects of the construction by the Lessor is dependent upon the supplying of necessary information, materials and equipment by the Government. If the construction would have been completed by the Lessor but for the unavailability or lack of supply of such information, materials or equipment by the Government, the Lessor may nevertheless effectively serve the notice of completion of the construction, provided that all parts of the construction not affected by such unavailability or lack shall have been completed. The Lessor shall in any event complete the construction provided such information, materials and equipment is supplied by the Government within a reasonable period of time.

4. In the event that any occupancy or activity of the Government or any of its contractors on the premises during the period of partial occupancy provided for in Section 2 gives rise to any strike, work-stoppage or labor trouble of any kind the Government will cease or cause to be ceased such activity, immediately upon notice from the Port Authority.

5. All the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect as hereby amended.

6. Neither the Commissioners of the Lessor nor any of them, nor any officer, representative, agent or employee thereof, nor any officer, employee, representative, or agent of the Government shall be charged personally by either party hereto with any liability or held liable to it under any term or provision of this Agreement, or because of its execution or attempted execution or because of any breach or attempted or alleged breach thereof.

IN WITNESS WHEREOF, the Government and the Lessor have executed these presents as of the date first above written.

[REDACTED] THE PORT AUTHORITY OF NEW YORK

[REDACTED] THE UNITED STATES OF AMERICA

(Title) Contracting & Proc.

APPROVED	
FORM	TERMS
<i>JAS</i> <i>12/12/29</i>	<i>JAS</i>

JAS