

Lease No. WT-900
Government No. GS-02B-15370
Supplement No. 8

SUPPLEMENTAL AGREEMENT NO. 8

THIS AGREEMENT, made and entered into as of February 1, 1974, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, 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 United States Customs House at the World Trade Center, New York, New York 10048, 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 heretofore amended to read "August 31, 1973" by Supplemental Agreement No. 4 to the Lease, and to read "October 31, 1973" by Supplemental Agreement No. 6 to the Lease, and to read "December 31, 1973" by Supplemental Agreement No. 7 to the Lease, is hereby further amended by substituting therefor the date: "January 1, 1974".

2. Effective January 1, 1974, the Government shall pay the Lessor the rental for the premises as provided in Section 10 of the Lease.

3. The Lessor agrees to correct Deficiency and Omission items with respect to the space being occupied and to complete the work in the building in accordance with its contractual obligations under the Lease.

4. All other terms, provisions, covenants and conditions of the Lease not inconsistent herewith shall remain in full force and effect and Paragraph 2 of Supplemental Agreement No. 6 is specifically superseded, except that the Government shall pay for utilities used by it on the premises prior to January 1, 1974, as therein provided.

5. 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

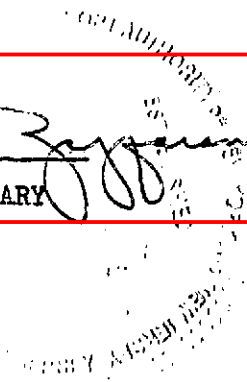
L James

personally by the parties hereto for any liability 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.

ATTEST:

Catharina A. Zapparoni
ASSISTANT SECRETARY



THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: *John R. M. Conway*
Title: *Deputy Director*

THE UNITED STATES OF AMERICA

By: *Lewis F. Levy*
Title: *Lewis F. Levy*
Chief, Acquisition Br.

APPROVED
FORM TERMS
JAS *JMCA*
2/28/52