

Lease No. WT-900
Government No. GS-02B-15370
Supplement No. 9

SUP:

2 THIS AGREEMENT
September 30, 1980, by
YORK AND NEW JERSEY, h
UNITED STATES OF AMERI

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T AUTHORITY OF NEW
he Lessor" and THE
ed "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 10048, the said agreement of Lease as it has been heretofore amended, modified and supplemented being hereinafter called "the Lease"; and

WHEREAS, as required by Supplement No. 1 to the Lease the Government has audited Lessor's record of costs described in Paragraph 10 of the Lease and submitted a revised prospectus to the appropriate committees of the Congress for their consideration, showing the costs incurred by the Lessor as audited by the Government, which revised prospectus, if approved by the committee would constitute authorization for the Government to increase the maximum rental for the initial 20 year period to allow Lessor to recapture its capital investment in the leased premises and also to recover its costs, as described in said Paragraph 10, for any authorized renewal period; and

WHEREAS, the revised prospectus recommended an increase in the annual rental for the first 20 years of the initial lease term from \$3,149,600.00 to \$4,100,000.00 and also recommended that the Lessor be permitted to recover its costs for any authorized renewal period; and

WHEREAS, the parties further desire to amend the lease;

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

1. In lieu of the payments which would be made by the Government under the Lease in accordance with the provisions of the subdivisions (a) and (b) of Section 10, commencing on Page 4 of Rider A to the Lease, the Government shall pay, for each of the first twenty lease years, a rental which shall be the sum of Four Million One Hundred Thousand Dollars and No Cents (\$4,100,000.00).

2. Subdivision (g) of Section 10 shall be deleted and the following subdivision (g) substituted therefore:

(g) For each of the first twenty lease years the total of the annual rental for each such lease year under subdivisions (a) and (b) shall not exceed \$4,100,000.00.

3. (a) Nothing contained in this Supplemental Agreement shall alter or affect the obligations of the Government to make payments for utilities in accordance with Section 6 of the Lease as amended by Section 11 on Page 8 of Rider A; provided however, nothing herein shall preclude the Government from procuring utilities by its own contract from a public utility company or other supplier. If the Government elects to procure utilities by its own contract with a public utility company or other supplier, then subject to and in accordance with the provisions of Section 15 on Page 15 of Rider A to the Lease, as hereinafter amended in paragraph (b) of this Section, the Government shall at its own cost and expense make all arrangements and conversions necessary to obtain such utilities directly from the public utility company or other supplier thereof and shall perform all construction necessary for conversion and shall disconnect and shall cap or remove all lines and equipment of the Lessor which were used for the supply of such utilities by the Lessor to the Government. From and after the date the Government obtains utilities directly from a public utility company or other supplier the Lessor will have no further obligation under the Lease or otherwise to furnish such utilities to the Government or to maintain any lines or equipment in connection with such utilities which were theretofore maintained by the Lessor, nor shall

anything herein be construed to permit the Government to use any such lines or equipment without the prior consent of the Lessor.

(b) The following clause shall be deemed inserted after the letter "B" set forth in the sixth line of subdivision (a) of the said Section 15:

"or commence the construction necessary to procure utilities directly from a public utility company or other supplier,"

4. In the event that the term of the letting is renewed, then during each of the renewal terms, the Government shall pay a rental under the Lease for each lease year of each renewal term which shall be, in lieu of the figure computed in accordance with subdivision (f) of the said Section 10, the sum of:

- (i) \$117,787.00; plus
- (ii) an amount computed in accordance with the provisions of subparagraph (3) of subdivision (a) of the said Section 10; plus
- (iii) an amount computed in accordance with the provisions of subparagraph (4) of the said subdivision (a) except that the "9.315%" of the Lessor's costs as defined in said subparagraph (4) of the said subdivision (a) shall be changed to read "7.1959%".

For these three subdivisions the Government shall also pay Lessor's actual administrative and overhead costs incurred by Lessor in connection with Items (i), (ii), and (iii) above. The total amount payable in each such lease year shall be computed as hereinabove set forth in this Paragraph 4 and shall be payable whether or not it exceeds the sum set forth in subdivision (f) of the said Section 10 as a maximum.

5. The Government shall have the right to audit Lessor's costs as set forth in Items (ii) and (iii) of Paragraph 4 above each year during the renewal term. Item (i) of Paragraph 4 above shall remain constant each lease year of each renewal term.

6. Payments of rental shall be made in accordance with the provisions of subdivisions (c), (d) and (e) of the said Section 10, by checks made payable to the Port Authority of New York and New Jersey, and sent to the Office of the Treasurer, One World Trade Center, New York, New York 10048.

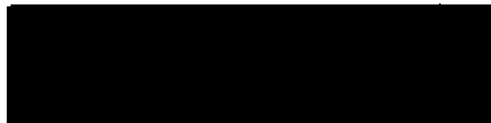
7. All other terms, provisions, covenants and conditions of the Lease shall continue in full force and effect as hereby amended.

8. 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.

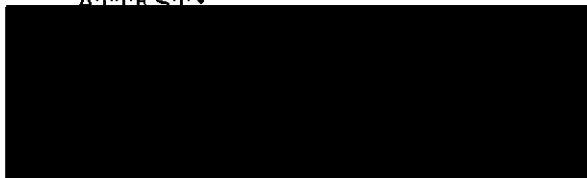
ATTEST:

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

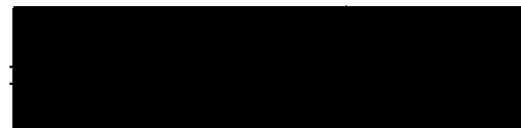


(Title) Deputy Director, World Trade Dept.
(Seal)

ATTEST:



THE UNITED STATES OF AMERICA



(Title) *Chief, Acquisition Branch*