

Lease No. WT-900
Government No. GS-02B-15370
Supplement No. 10

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made and entered into as of June 22, 1982, 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 [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, the Lessor has requested and the Government has consented to the surrender of a portion of the premises under the Lease for which the Lessor will grant the Government a credit against the rental payable under 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. Effective on July 31, 1982 (hereinafter referred to as "the Surrender Date"), the Government hereby surrenders and yields up and does by these presents grant, bargain, sell, surrender and yield up to the Port Authority, its successors and assigns, forever, the portion of the premises shown in diagonal hatching on the sketches annexed hereto, marked "Exhibit 1" and "Exhibit 1A" and hereby made a part hereof (such portion of the premises being hereinafter referred to as "the surrendered premises") and the term of years with respect thereto under the Lease yet to come, and has given, granted and surrendered and by these presents does give, grant and surrender to the Lessor, its successors and assigns, all the rights, rights of renewal, licenses, privileges and options of the Government granted by the Lease with respect to the surrendered premises, all to the intent and purpose that the said term under the Lease and the said rights of renewal, licenses, privileges and options may be wholly merged, extinguished and determined on the Surrender Date with the same force and effect as if the said term of the letting of the surrendered premises were in and by the provisions of the Lease originally fixed to expire on such date.

2. The Government hereby agrees to terminate its occupancy of the surrendered premises and to deliver actual physical possession of the same to the Lessor on or before the Surrender Date. The Government further agrees that it will remove from the surrendered premises, prior to the Surrender Date, all equipment, inventories, removable fixtures and other personal property of the Government or for which the Government is responsible.

3. During the period commencing August 1, 1982 and continuing through July 31, 2012 the Lessor will grant the Government a credit in the annual amount of Two Hundred Thousand Dollars and No Cents (\$200,000.00) against the rental payable by the Government under the Lease; such credit to be applied by the Lessor in equal monthly installments during such period.

4. In the event the Government does not elect to exercise any option to renew the Lease prior to July 31, 2012, the Lessor will pay to the Government, within thirty (30) days after the expiration of the Lease, an amount, which shall be equal to the unamortized portion of \$1,620,305.84 as if the amount of \$1,620,305.84 had been amortized in equal monthly payments of principal and interest over the thirty (30) year period commencing August 1, 1982 at a monthly factor of .010286, and which amount is set forth in the column, headed "BALANCE DUE (UNAMORTZD PRIN)", on the schedule annexed hereto, marked "Schedule E" and hereby made a part hereof, opposite the number in the column, headed "PAYMENT NMBR", on said Schedule E, which number describes the number of full months which have elapsed from August 1, 1982 through the month in which the term of the letting under the Lease shall expire, (both months inclusive).

5. (a) The Government acknowledges that the Lessor has heretofore and as of September 1, 1981 entered into an easement agreement with, among others, BPC Development Corp. and Battery Park City Authority which agreement provides, among other things, for the construction and installation of a footbridge, landing structures and passageways (hereinafter referred to as "the pedestrian bridge"), by Battery Park City or its developer, between Battery Park City Authority's commercial center and the World Trade Center. The Government understands that the surrendered premises will or may become a part of or may be utilized in connection with the pedestrian bridge and that certain demolition work may be performed and certain structures may be erected in the surrendered premises (such work being hereinafter referred to as "the domolition and construction work") which may

involve, among other things, inconvenience, noise, dust and disturbance to the Government. The Lessor hereby agrees that it will use reasonable efforts to obtain the assurance of Battery Park City or its developer and their respective contractors that during the performance of the demolition and construction work they will not unduly interfere with the operations and business of the Government in the premises and that they will provide clear, unobstructed partitioned passages for ingress and egress to and from the premises.

(b) The Lessor hereby agrees that it will do or cause to be done all redesigning, planning, demolition and construction so as to restore or cause to be restored all portions of the premises, including systems therein, directly affected by the demolition and construction work performed in the surrendered premises to the extent essential to physically separate the surrendered premises from the premises and to provide substantially and to the extent possible the same level of finishes, appearance and utility existing in the premises prior to the surrender date.

(c) The Lessor shall submit to the Government for its approval such of the plans and specifications covering the demolition and construction work proposed to be performed in the surrendered premises which directly affects the premises and the restoration of the premises and the proposed manner, time periods and scheduling of said work. The Government agrees that it will not unreasonably withhold or delay its approval thereof and will, in any event, in writing either approve or disapprove of the same within fifteen (15) days after its receipt thereof and, in the event of disapproval, the Government shall set forth in detail its reasons for the same. Failure of the Government to respond to the Lessor's submission within said fifteen (15) day period shall constitute approval of the same.

(d) In addition to all other rights of entry reserved to the Lessor under the Lease, the Government hereby grants to the Lessor, Battery Park City, or its developer and their respective agents, servants, contractors and employees reasonable rights of ingress and egress over, upon and through the premises at any time and from time to time during the period of performance of the demolition and construction work.

(e) The Government hereby agrees that, subject to the provisions of paragraph (a) of this Section, the Lessor shall not be liable for any inconvenience caused to the Government by the performance of the demolition and construction work nor shall there be any diminution or abatement of the rentals payable by the Government during the period thereof nor shall any act of the Lessor, Battery Park City or its developer, their respective agents, servants, contractors and employees constitute an eviction or constructive eviction of the Government or be the basis of any claim or demand by the Government for damages, consequential or otherwise.

6. Anything contained in the Lease to the contrary notwithstanding, effective from and after the Surrender Date and throughout the balance of the term of the letting under the Lease the Government shall have no obligation to pay for electricity and chilled water furnished or supplied to the surrendered premises.

7. It is expressly understood and agreed that notwithstanding the surrender of space provided for herein, the provisions regarding the rental payable by the Government during each lease year of each renewal term as provided in Section 4 of Supplement No. 9 to the Lease shall be and remain unchanged, except for the credit against such rental as provided in Section 3 of this Agreement.

8. If Battery Park City or its developer or their respective contractors shall not indemnify, save and keep harmless the Government against any and all liability, claims and costs of whatsoever kind and nature for injury to, or death of, any person or persons, and for loss or damages to any property, Government or otherwise, arising out of the performance of the demolition and construction work and resulting from the negligent acts, faults or omissions of the Lessor, Battery Park City or its developer, their respective agents, servants, contractors or employees, the Lessor shall indemnify, save and keep harmless the Government against any and all liability, claims and costs of whatsoever kind and nature for injury to, or death of, any person or persons, and for loss or damages to any property, Government or otherwise, arising out of the performance of the demolition and construction work and resulting from the negligent acts, faults or omissions of the Lessor, its agents, servants, contractors or employees.

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

10. 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:

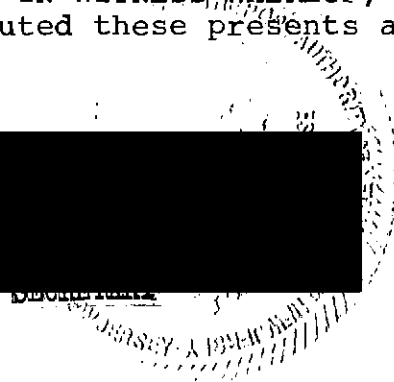


THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY



By

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



ATTEST:

THE UNITED STATES OF AMERICA

By

(Title) _____

APPROVED	
FORM	TERMS
<i>M3</i>	<i>PAH</i>

PAH