

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 11
TO LEASE NO.
GS-02B-15370

DATE
JUL 23 1990

ADDRESS OF PREMISES

The [redacted] at the World Trade Center
New York, New York (HEREINAFTER CALLED "PORT AUTHORITY")

THIS AGREEMENT, made and entered into this date by and between The Port Authority of New York and New Jersey a body corporate and politic created by compact between the States of New York and New Jersey with the consent of the Congress of the United States, whose address is
One World Trade Center, New York, New York 10048

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

~~WHEREAS, the parties to this agreement are the Lessor and the Government~~

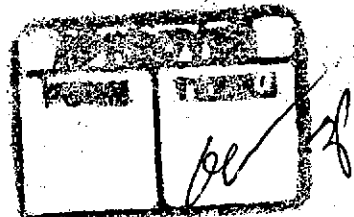
~~NOW, THEREFORE, for and in consideration of the foregoing, and of the covenants and agreements herein contained, the Lessor and the Government hereby agree as follows:~~

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, it is the express intent of the parties that the sublease of space hereunder is conditioned upon the granting of new lease for the [redacted] Parking under the terms and conditions set forth in Lease Agreement No. GS-02B-22380

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:

CONTINUED ON ATTACHED PAGES



All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

[redacted] and New Jersey

Acting Director
World Trade &
Economic Development
(Title)

[redacted]
(Address)

[redacted] Administration

Contracting Officer
(Official Title)

SUB-LEASE OF REAL PROPERTY

This Sub-lease entered into this *23d* day of *July*, 1990, by and between the United States of America, hereinafter called Sub-Lessor, and The Port Authority of New York and New Jersey, a body corporate and politic created by compact between the States of New York and New Jersey with the consent of the Congress of the United States, whose address is One World Trade Center, New York, New York 10048, hereinafter called Lessor/Sub-Lessee, to use and occupy the premises described in and under the terms and subject to the conditions set forth on the annexed Supplemental Lease Agreement No. 11 to Lease No. GS-02B-15370, which is incorporated by reference, annexed and made a part of this Sub-Lease Agreement.

Lessor *[Signature]*
Government *[Signature]*

RIDER TO LEASE NO. GS-02B-15370

1. Effective on the commencement dates shown below and for the terms shown below for Area "A" and Area "B" respectively, the Government hereby subleases to the Port Authority, its successors and assigns for its and their exclusive use the premises shown in cross hatching on the sketch annexed hereto and made a part hereof and designated as Area "A" and Area "B" respectively (such portions of the premises being hereinafter collectively referred to as "the sublet premises") comprising an area as follows:

Area "A" - 2,016.5 net usable square feet
commencing five (5) days after execution
of this sub-lease by the Government
through June 30, 1993.

Area "B" - 575 net usable square feet commencing
July 1, 1986 through June 30, 1993.

The total net usable area thus sublet hereunder is 2,591.5 net usable square feet. The remaining net usable area is 577,298.5 net usable square feet.

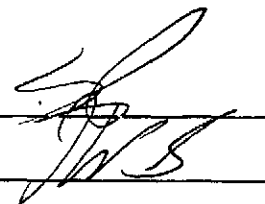
2. The Government hereby agrees to terminate its occupancy of each portion of the sublet premises and to deliver actual possession of the same to the lessor on or before the respective commencement dates for the subletting of each such portion. The Government further agrees that it will remove from the sublet premises, prior to the respective commencement dates, all equipment, inventories, removable fixtures and other personal property of the Government or for which the Government is responsible.
3. This subletting hereunder by the Government to the lessor may be renewed at the option of the lessor for the following four terms of five years each:

First - For the term beginning on July 1, 1993
through June 30, 1998;

Second - For the term beginning July 1, 1998
through June 30, 2003;

Lessor _____

Government _____



Third - For the term beginning July 1, 2003 through June 30, 2008;

Fourth - For the term beginning July 1, 2008 through June 30, 2013;

Provided notice be given in writing to the Government by the lessor at least one hundred twenty (120) days before the end of the original lease term or any renewal thereof; all other terms and conditions of this sublease agreement shall remain the same during any renewal term except for the annual credit set forth below. Said notice shall be computed commencing with the day after the date of mailing. Said options to renew shall in no way be affected by the failure of the Government to exercise any option to renew either Lease No. GS-02B-22380 or Lease No. GS-02B-22400.

In the event the Lessor does elect to renew as stated aforesaid in this Paragraph 3 then during each renewal year of each renewal period the Government shall be entitled to an annual credit, such annual credit to be the product obtained by multiplying the annual rental payable under the Lease by the Government to the Lessor for such year pursuant to Paragraph 4 of Supplemental Agreement No. 9 of the Lease less the annual rental credit granted to the Government pursuant to Paragraph 3 of Supplemental Agreement No. 10 of the Lease by a fraction the numerator of which shall be 2,591.5 and the denominator shall be 579,090; such annual credit shall be applied by the Government solely against the rental payable by the Government pursuant to Section 4 of Supplemental Agreement No. 9 of the Lease in equal monthly installments during each year of each renewal period during the term of the subletting.

4. (a) For the period commencing with the commencement date of the term of the subletting of Area B (July 1, 1986) through the day preceding the commencement date of the term of the subletting of Area A the annual rent payable by the Government to the Lessor pursuant to Paragraph 4 of Supplemental Agreement No. 9 of the Lease shall be reduced by the sum of Three Thousand Eight Hundred Sixty-nine Dollars and Seventy-five Cents (\$3,869.75) so that after application of the rental credit in the sum of Two Hundred Thousand Dollars and No Cents (\$200,000.00) pursuant to Paragraph 3 of Supplemental Agreement No. 10 of the Lease, the rental pursuant to said Paragraph 4 of Supplemental Agreement No. 9 of the Lease for such period shall be at the annual rate of

Lessor _____

Government _____

Three Million Eight Hundred Ninety-six Thousand One Hundred Thirty Dollars and Thirty Cents (\$3,896,130.30) payable in the sum of Three Hundred Twenty-four Thousand Six Hundred Seventy-seven Dollars and Fifty-two Cents (\$324,677.52) each month in arrears.

(b) For the period commencing with the commencement date of the term of the subletting of Area A through June 30, 1993 the annual rent payable by the Government to the Lessor pursuant to Paragraph 4 of Supplemental Agreement No. 9 of the Lease shall be reduced by the sum of Seventeen Thousand Four Hundred Sixty-six Dollars and Forty-five Cents (\$17,466.45), of which amount Three Thousand Eight Hundred Sixty-nine Dollars and Seventy-five Cents (\$3,869.75) is attributable to the subletting of Area B and Thirteen Thousand Five Hundred Sixty-nine Dollars and Seventy Cents (\$13,569.70) is attributable to the subletting of Area A, so that after application of the rental credit in the sum of Two Hundred Thousand Dollars and No Cents (\$200,000.00) pursuant to Paragraph 3 of Supplemental Agreement No. 10 of the Lease, the rental pursuant to said Paragraph 4 of Supplemental Agreement No. 9 of the Lease for such period shall be at the annual rate of Three Million Eight Hundred Eighty-two Thousand Five Hundred Sixty Dollars and Sixty Cents (\$3,882,560.60) payable in the amount of Three Hundred Twenty-three Thousand Five Hundred Forty-six Dollars and Seventy-one Cents (\$323,546.71) each month in arrears.

5. (a) The lessor represents that it will utilize Area "A" for installation of a chilled trash compactor and Area "B" for installation of snow melting equipment for the World Trade Center complex. The lessor further agrees that upon the expiration of the above term or any renewal term thereof in which the lessor does not elect to further renew as provided for herein, it will remove from the sublease premises prior to said expiration date, all equipment, inventories, fixtures and other personal property of the lessor or for which the lessor is responsible so as to terminate its occupancy and surrender the premises to the Government at said expiration date.

(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 the subleased premises to the condition, appearance and utility existing in the sublet premises prior to the respective commencement dates of the subletting.

Lessor _____

Government _____

6. Anything contained in the lease to the contrary notwithstanding, effective from and after the respective commencement dates for the subletting and throughout the term of this sublet agreement as hereinabove set forth, the Government shall have no obligation to pay for electricity and chilled water furnished or supplied to the sublet premises.
7. 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 damage to any property, government or otherwise, arising out of the installation, use, operation, maintenance, demolition and/or removal of the aforesaid chilled trash compactor unit and snow melting equipment, and whether resulting from the negligent acts, faults or omissions of the lessor, its agents, servants, employees or contractors. Notwithstanding the foregoing, the Port Authority's indemnification obligations hereunder with respect to the chilled trash compactor shall not extend beyond the term of the subletting of Area A and the Port Authority's indemnification obligations hereunder with respect to the snow melting equipment shall not extend beyond the term of the subletting of Area B. Nothing in this Paragraph 7 shall require the lessor to indemnify the Government for claims and costs arising from the acts or omissions of the Government.
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.
9. As hereby amended all the terms, provisions, covenants, agreements and conditions of the lease shall be and remain in full force and effect.

Lessor _____

Government _____