

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT

DATE

NO. 13

APR 05 1996

**SUPPLEMENTAL LEASE AGREEMENT**

TO LEASE NO.

GS- 02B-15370

ADDRESS OF PREMISES

Six World Trade Center, New York, New York

THIS AGREEMENT, made and entered into this date by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

whose address is One World Trade Center, 35S, New York, New York 10048

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

WHEREAS, the parties hereto desire to amend the above Lease.

~~NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective \_\_\_\_\_, as follows:~~

SEE ATTACHED

<b>"APPROVED"</b>	
<b>FORM</b>	<b>TERMS</b>
	<i>[Signature]</i>

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

described their names as of the above date.

NEW YORK AND

FOR  
DEPARTMENT

*[Signature]*  
(e)

UNITED STATES OF AMERICA

GENERAL SERVICES ADMINISTRATION, PBS

Contracting Officer

(Official Title)

SUPPLEMENTAL AGREEMENT NO. 13  
LEASE NO. GS-02B-15370

THIS AGREEMENT, made as of APR 05 1995, 1995 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 Lessor and the Government entered into an agreement of lease identified by Lease No. GS-02B-15370 covering the entire building known as Six World Trade Center at the Port Authority World Trade Center in the Borough of Manhattan, City, County and State of New York (which agreement of lease, as the same may have been heretofore supplemented and amended, is hereafter 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 (such portion of the premises being shown in diagonal hatching on Exhibit 1 annexed hereto and is hereinafter referred to as the "Surrendered Space") in exchange for a rental reduction and certain alterations to other portions of the leased premises to be performed by the Lessor at its sole cost and expense, as further set forth below; and

WHEREAS, The Lessor shall renovate Room 332 (the area shown in diagonal crosshatching on Exhibit 3 attached hereto) of the leased premises in accordance with the specifications outlined below in order to create a new mailroom for the [REDACTED]; and

WHEREAS, The [REDACTED] personal property in the existing [REDACTED] mailroom will be relocated by the Lessor to Room 332 upon completion of the aforesaid renovation therein and the vacated mailroom shall then be renovated to accommodate a portion of the Seized Property Area, which is being surrendered by the Government to the Lessor, such surrender to occur on the Surrender Date as such term is defined in this agreement.

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

1. The Lessor, at its sole cost and expense, will provide all materials necessary to renovate and alter Room 332 in accordance with the attached Exhibits 4 and 5 including but not limited to:

LESSOR JRS  
GOVERNMENT CD

- a) removal of all inner walls, cabinets, and lavatories (except the Supervisor's office), and sealing of two exits;
- b) replace tiles as necessary and repaint the entire Room 332. The Lessor agrees to arrange for the painting in the late afternoon and/or just prior to the weekend to allow the fumes to dissipate and be less disruptive to the Government;
- c) install computer drops, dedicated lines for mail meters, a [REDACTED];
- d) install HVAC & lighting in compliance with all required codes;
- e) purchase & deliver to the site seven (7) mail tables (see specifications attached as Exhibits 6, 7, and 8, and six (6) mail carts (see specifications attached as Exhibit 9);

Frank Santella, GSA Buildings Manager, will be the Government's point of contact for these alterations and can be reached at (212) 637-2970.

2. The Lessor shall, at its sole cost and expense, alter the existing mailroom shown in diagonal hatching on Exhibit 10 annexed hereto to create a new Seized Property Area therein in accordance with Contract WTC 922.074. Upon completion by the Lessor of the construction of the New Seized Property Area, the existing Seized Property Area will be made available to the Lessor for performance of the work set forth in Items 5 and 6 of this Agreement. The alterations include but are not limited to:

- a) construction of slab-to-slab demising walls of 8" thick, concrete block. Hollow masonry units shall be the vertical cell type.
- b) adjustment of HVAC and lighting;
- c) install the following alarm equipment in the New Seized Property Area and connect the alarm system in such area to the existing Seized Property Area alarm system: four (4) [REDACTED], four (4) [REDACTED], one (1) k [REDACTED].

The Lessor, in accordance with the Government's requirement, shall have Surveillance Enterprises, Inc. located at 700 Summa Ave., P.O. Box 888, Westbury, New York, 11590-0888, relocate the alarm system.

LESSOR JRS  
 GOVERNMENT CD

James Key, [REDACTED] Seized Property Office, will be the Government's point of contact for these alterations and can be reached at (212) 466-2924.

3. The new mailroom (Room 332) and the new Seized Property Area (existing mailroom) shall be comparable to the Government's existing space and it is understood that any upgrading of the new facilities not included in this Agreement shall be the responsibility of the Government unless agreed to otherwise by the Lessor in writing.

4. The Lessor at its sole cost and expense shall physically relocate all the [REDACTED] personal property located in the existing mailroom to Room 332, and the existing telephone, data and cabling installations in the existing mailroom shall be relocated and reinstalled in Room 332 by the Lessor at its sole cost and expense provided that to the extent same is not feasible the Port Authority will install new telephone, data and cabling in Room 332 comparable to that in the existing mailroom.

5. The Lessor shall, at its sole cost and expense and prior to the commencement of any construction to or in the Surrendered Space:

- a) provide 7' high mobile plywood partitions, which partitions shall be installed promptly by the Government to demise the Surrendered Space; and
- b) provide the names and social security numbers of all workers on the site to Mr. James Key of the [REDACTED] Seized Property office, who will be the Government's point of contact for these alterations.

6. At the completion of items 5(a) and (b) above of this Agreement, the Lessor shall at its sole cost and expense in accordance with Contract WTC 922.074 perform the work shown on construction drawing A401 dated October 17, 1994 and specification page 6, addendum No. 4, dated November 30, 1994, which work shall include:

- a) construction in the remaining portion of the existing Seized Property Area of slab-to-slab demising walls of 8" thick, concrete block; hollow masonry units shall be the vertical cell type (load bearing); new construction to match existing type of construction of current demising wall;
- b) performance of any utility modifications made necessary by the work in (a) above of this Item 6; and

LESSOR JLL

GOVERNMENT [Signature]

c) relocation of one motion detector installed within the existing Seized Property Cage to a new location within the Cage and add 2 [REDACTED]

7. The work to be performed in the new Seized Property Area described in this Agreement shall be performed by the Lessor's contractors during Monday through Friday, Federal holidays excepted, from 8:00 am - 3:30 pm. The Lessor, the Government and the Lessor's contractor agree to attend a preconstruction meeting and at that time, contractors will be advised of the importance of staying within the construction boundaries set forth by the [REDACTED]. If there are repeated or unexcused failures of the Lessor's contractors to comply with the provisions of this Item 7, the Government will notify the Lessor of same and the Lessor will use all reasonable efforts to effectuate the contractor's compliance with this Item 7. In the event that despite such efforts by the Lessor, such repeated or unexcused failures continue, then the Lessor shall and/or the Government shall have the right to cause the Lessor's contractor to immediately cease such work provided that the Lessor may resume such work once the Lessor has given reasonable assurances to the Government that such violations by the contractor will not reoccur.

The work to be performed in the new mailroom may be performed by the Lessor during normal work hours provided the noise, dust and fume level is minimized in the surrounding working environment. In the event the Government agrees to allow Lessor's contractor to work subsequent to 4:30 pm then the Lessor shall pay for all overtime costs including those incurred by the [REDACTED] as a result of such overtime work.

The work hours for the construction of the slab-to-slab wall (southeast corner) shall be performed expeditiously by the Lessor from Thursday at 5:00 pm through Monday at 5:00 am and the Lessor will make all reasonable efforts to perform such work over the course of not more than four consecutive weekends. Two security personnel will be dedicated solely to this area by the Government and the cost associated with the security shall be the responsibility of the Lessor, such costs to be determined in accordance with Schedule A attached hereto.

8. At no time shall the Lessor's contractors be allowed to work in the existing Seized Property Area without on-site security personnel which the Government agrees to expeditiously provide when requested by the Lessor. The only acceptable security staff will be the Seizure Custodian employed by the [REDACTED]. Costs for this security service during the construction phase shall be directly reimbursed to the [REDACTED] by the Lessor, such costs to be determined in accordance with Schedule A attached hereto.

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9. The Lessor shall have all of the Asbestos Containing Material (ACM) within the Government's leasehold on the B-1 level removed at their sole cost & expense to the extent it is disrupted as a result of the construction and alterations to be performed hereunder by the Lessor. The removal of the ACM shall comply with all applicable Federal, State & City laws and regulations.

10. The Lessor shall be responsible for all costs associated with the redesign, planning, demolition and construction so as to restore all portions of the premises, including systems therein, directly affected by the demolition and construction work outlined in the foregoing Paragraphs 1 through 9, to the extent necessary to provide the same level of finishes, appearance and utility existing in the premises prior to the surrender date.

11. The Lessor, through its contractors, and at its sole cost and expense, shall cause the applicable portions of the premises described above to be finished in accordance with the provisions of Port Authority Contract No. WTC 929.071 dated December 29, 1994, including the most recent revisions dated February 24, 1995 and Contract No. WTC 922.074 to the extent of the work shown in construction drawing A401 dated October 17, 1994 and specification page 6, addendum No. 4, dated November 30, 1994. The aforesaid reflects all of the work to be performed by the Lessor in all the areas described above. The Government has been given copies of the aforesaid Contracts and applicable drawings, plans and specifications covering the work to be performed by the Lessor hereunder and the Government acknowledges that it has reviewed and approved same.

12. Effective on the date the Government inspects and accepts the work to be performed by the Lessor hereunder as having been satisfactorily completed, delivered and provided by the Lessor, at its sole cost and expense, (the "Surrender Date"), the Government hereby agreeing to act reasonably in making such determination and the Government further agrees to make such determination and notify the Lessor in writing of such determination within five (5) days after being notified by the Lessor that such work has been completed by the Lessor, and if the Government does not accept the work, the Government agrees within such five (5)-day period to specifically state its reasonable objections for its non-acceptance of the work. The Government on the Surrender Date will surrender to the Lessor, its successors and assigns, forever, the portion of the premises shown in diagonal hatching on both the attached Exhibits 1 and 2 ("the Surrendered Space") together with all the rights, rights of renewal, licenses, privileges and options of the Government granted by the Lease with respect to the Surrendered Space.

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GOVERNMENT CP

The Government hereby agrees to terminate its occupancy of the Surrendered Space and to deliver actual physical possession of the same to the Lessor on or before the surrender date provided that the Lessor performs the work described in the above paragraphs. The Government further agrees that it will remove from the Surrendered Space, prior to the surrender date, all equipment, inventories, removable fixtures and other personal property of the Government or for which the Government is responsible.

13. During the period commencing with surrender date and continuing throughout the term of the letting, including any renewals, or extensions, the square footage under lease to the Government shall be reduced by the amount of space surrendered hereunder, and the rental shall be adjusted accordingly. More particularly, the "7.1959%" figure set forth in Paragraph 4(iii) of Supplemental Lease Agreement No. 9 to the Lease shall be amended to reflect the reduction in square footage as a result of this Supplemental Agreement No. 13. It is understood that the "7.1959%" figure is based upon the total net usable square footage amount of 577,298.5, set forth in Supplemental Lease Agreement No. 11 to the Lease as occupied by the Government in the premises known as Six World Trade Center.

The actual net usable square footage of the space surrendered will be determined by a mutual measurement to be performed by the Lessor and the Government expeditiously at the completion of the construction of the slab-to-slab demising wall in the Surrendered Space. The Lessor shall give the Government at least (5) business days advance written notice of anticipated completion of the demising wall whereupon the Government shall have (5) business days to schedule a mutual field measurement with the Lessor and to determine whether the work is acceptable, the Government hereby agreeing to act reasonably in determining whether the work is acceptable. In the event the Government does not find such work to be acceptable, then the Government shall expeditiously specifically notify the Lessor in writing of its reasonable objections to such work. The determination of the actual net usable space footage surrendered shall be consistent with previous determinations of net usable square footage made under the Lease. Subject to the foregoing, the estimated square footage of the Surrendered Space is approximately 2,130 net usable square feet.

14. The Lessor's contractors shall have access to the Government's premises and the loading dock at the West Street garage for performance of the work and for deliveries and removals. Under no circumstances are the Lessor's contractors permitted to park their trucks and/or vehicles at the West Street garage, except for loading and unloading purposes.

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15. Upon execution of this agreement by both parties hereto, the Port Authority agrees to promptly commence the performance of the work here under and to diligently continue such performance until completion. In the event that the Lessor fails to diligently continue performance of such work until completion, then the Government upon fifteen (15) days' written notice shall have the right to complete such work provided that the Government expeditiously commences performance of such work and diligently continues such performance until such work is completed. In the event the Government does so complete such work, then the Government will be entitled to a credit in the amount of its reasonable costs of completing such work, such credit to be applied by the Government solely against its payments of rental owing under the Lease subsequent to completion of such work by the Government.

16. Within (10) days after this Agreement has been executed by the Government and delivered to the Lessor, the Lessor shall submit to the Contracting Officer a tentative construction schedule giving the dates on which the various phases of construction will be completed. The finalized schedule is to be submitted no later than (30) days after execution of this Agreement by both parties hereto.

17. After the start of construction, the Lessor shall submit to the Contracting Officer, written progress reports at intervals of (14) days. The construction inspections will be made periodically by the designated representative of the Contracting Officer to review compliance with this Agreement and the contracts and the final working drawings covering the work to be performed by the Lessor hereunder.


18. Neither the Commissioners of the Lessor nor any of them, nor any officer, agent or employee thereof nor any officer, employee representative, agent or employee of the Government shall be charged personally by either party hereto with any liability or held liable to the other 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.

19. As hereby amended all the terms, provisions, covenants, agreements and conditions of the Lease shall remain in full force and effect.

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GOVERNMENT OD



20. This Agreement and the Lease which it supplements constitute the entire agreement between the Lessor and the Government on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Lessor and the Government. The Government agrees that no representations or warranties shall be binding upon the Lessor unless expressed in writing in the Lease or in this Agreement.

Lessor  \_\_\_\_\_

Government  \_\_\_\_\_