

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT DATE
NO. 14

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

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 of December 31, 1994 as follows:

SEE THE ATTACHED

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

scribed there names as of the above date.

NEW YORK AND NEW JERSEY

Deputy Director, Real Estate

(Title)

One World Trade Ctr - 88N

(Address)

U
BY [Redacted] GENERAL SERVICES ADMINISTRATION

Contracting Officer

(Official Title)

NR
"APPROVED"
FORM TERMS
[Signatures]

1. The Surrender Date, as defined in Paragraph 12 of Supplemental Agreement No. 13 to the Lease, is hereby fixed at December 13, 1995.

2. Effective on December 13, 1995, the figure, "7.1959%", set forth in the last line of paragraph (iii) of Section 4 of Supplemental Agreement No. 9 to the Lease is hereby deleted and the figure, "7.1738%", is hereby inserted in lieu thereof. Notwithstanding the provisions of Paragraph 13 of Supplemental Agreement No. 13 to the Lease, the parties acknowledge that the 7.1959% figure formerly set forth in said paragraph (iii) is based on a total net usable square footage of 597,890 formerly occupied by the Government in the premises known as Six World Trade Center, that the 7.1738% figure is based on a total net usable square footage of 578,110 occupied by the Government in said Six World Trade Center immediately following the Surrender Date, and that the space surrendered pursuant to the provisions of Supplemental Agreement No. 13 consists of 1,780 net usable square feet.

3. (a) The obligations of the Government to maintain the area outside of the premises under the Lease shown in diagonal hatching on Exhibit D-2 attached to the Lease are hereby released and relieved solely with respect to the portions of such area shown in diagonal crosshatching on Exhibit D-3 attached to this Agreement and hereby made a part hereof and solely for the following periods:

(1) with respect to the portion of such area identified as Area A (hereinafter called "Area A") on said Exhibit D-3, for the period commencing on January 1, 1995, and continuing through the removal of the childrens' playground to be constructed in such portion of the area, and

(2) with respect to the portion of such area identified as Area B (hereinafter called "Area B") on said Exhibit D-3, for the period commencing on June 4, 1999, and continuing through the removal of the food vending stand to be constructed in such portion of the area.

(b) At the request of either party, following the removal of the childrens' playground or the food vending stand referred to in subparagraph (a) of this Paragraph, the Port Authority and the Lessee shall execute and deliver an agreement supplementing this Agreement setting forth the actual date of the removal of such childrens' playground or food vending stand, as the case may be, but the failure by either party to execute or deliver such agreement shall not vary, modify or amend the express terms of this Agreement.

4. The Lessor shall restore, or shall arrange for the restoration of, Area A and Area B following the removal of such childrens' playground and the food vending stand, respectively located thereon, to the condition existing prior the construction of such improvements, except for reasonable wear which does not adversely affect the watertight condition or structural integrity of the building on top of which such Areas are located or adversely affect the proper utilization of such Areas.

Lessor



Government



5. The Government represents and warrants that it has not dealt or had contact or conversations with any broker in connection with the negotiation or execution of this Agreement, and that the Government has no knowledge of any broker who is or may be entitled to be paid a commission in connection with the negotiation or execution of this Agreement.

6. Neither the Commissioners of the Lessor nor any of them, nor any agent, officer or employee thereof or 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 thereof.

7. Except as modified by this Supplemental Lease Agreement, all other terms and conditions of the Lease shall be and remain in full force and effect, and in the event that any of the terms and conditions of this Supplemental Lease Agreement shall conflict with any of the terms and conditions of the Lease or any previous Supplemental Lease Agreement, the terms and conditions of this Supplemental Lease Agreement shall control and govern.

8. This Supplemental Lease 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 