

(b) The Port Authority agrees that it will consult with the City on a regularly scheduled basis throughout the term of the Project to keep the City apprised of phasing, infrastructure and development issues. Such consultation shall include the provision by the Port Authority, prior to commencing any phase of work and when available subsequent thereto, of a Statement of Intention setting forth the proposed work to be performed during such phase plus a budget that includes sources of funds for such proposed work. All Statements of Intention and budgets to be provided by the Port Authority shall be updated on a periodic basis to keep the City apprised of changes thereto. A Statement of Intention and budget for proposed infrastructure and other first phase work shall be delivered to the City within ninety (90) days after the execution of this Agreement.

(c) Given the complexity and critical importance of obtaining federal funds for infrastructure work at the WTC Site, the parties agree, from and after the date hereof, to work cooperatively to secure all such available federal funding. The parties also shall continue to cooperate and consult with each other throughout the term of the Project regarding material funding issues.

## **ARTICLE FIVE**

### **ONGOING MANAGEMENT ISSUES REQUIRING CITY APPROVAL**

The parties agree that streets and sidewalks will be managed by the City and the sidewalks will be maintained by the Port Authority, or its designee, as set forth in this Agreement. The parties further agree, that as between them, that the Port Authority shall have overall management responsibility for all other areas of the WTC Site, except for the streets and sidewalks.

#### **(a) Security**

Security at the WTC Site shall be governed by an agreed-upon security plan acceptable to the City and the Port Authority (the "Security Plan"). When adopted, the Security Plan will supersede any existing Memoranda of Understanding between the City and the Port Authority addressing security issues, but only as to the WTC Site. Insofar as possible, consistent with security needs, the Security Plan shall seek to ensure that heightened security measures do not result in undue impacts on the WTC Site or the immediate surroundings. The City and the Port Authority agree to consult with LMDC or its designee, the Silverstein Net Lessees, the Retail Net Lessee and the WTC Hotel owner or operator in the adoption of the Security Plan.

#### **(b) Building Code**

The Port Authority agrees that it will comply with all applicable Building Code requirements of the City of New York (the "Building Code") for all construction work to be performed by the Port Authority or any of its net lessees at the WTC Site and that all structures to be built at the WTC Site will comply with the Building Code with the exception of certain portions of the PATH Terminal which will comply with the National Fire Protection Association codes. Any proposed variances from the Building Code shall require the prior consent of the City Department of Buildings ("DOB"). Neither the Port Authority nor its lessees (including the Silverstein Net Lessees and their sub-lessees, the Retail Net Lessee and the WTC Hotel lessee or operator and sublessees) shall be required to obtain any building permits or certificates of occupancy from the City in connection with any construction at the WTC Site for such periods as

the WTC Site is owned by the Port Authority. Nothing contained in this paragraph or in the Agreement shall constitute an agreement between the parties that the local laws, resolutions, ordinances, rules and regulations of the City of New York (whether relating to zoning, land use, environmental or other matters), other than the substantive provisions of the Building Code (which shall apply only as set forth in this paragraph) shall apply to the WTC Site by virtue of the provisions of this Agreement.

(c) **Public Open Spaces**

The public open spaces contemplated for the WTC Site as described in the GPP and as more particularly set forth in the Design and Site Plan Agreement and the Exhibits thereto, as may be amended from time to time, shall be open and available to the public. Public open spaces shall not be used for any commercial purposes without the approval of the City, except for ancillary commercial uses complementary to public open space usage.

(d) **Construction Coordination**

The Port Authority acknowledges that the City and LMDC, among others are in the process of establishing a construction coordination entity that will coordinate and facilitate the numerous construction projects planned in and around Lower Manhattan. The Port Authority agrees that such coordination is necessary to avoid physical space, access, scheduling and other issues that could significantly hinder and delay individual projects throughout Lower Manhattan. The City and the Port Authority acknowledge the importance of the redevelopment of the WTC and agree that the construction schedule for such work will be duly considered in coordinating the construction of all proposed Lower Manhattan projects. The Port Authority further agrees to seek to minimize the impacts of construction within the WTC Site on surrounding areas and other projects within Lower Manhattan. The Port Authority and the City, each on behalf of its successors and assigns, agrees to work in good faith with each other and with the Silverstein Net Lessees, the Retail Net Lessee and any WTC Hotel lessee or operator any construction coordination entity and with the State of New York and their respective instrumentalities to establish a cooperative coordination plan establishing protocols and procedures for the reconstruction of the WTC Site.

## **ARTICLE SIX**

### **GENERAL CONDITIONS AND COVENANTS**

The following terms, covenants and conditions shall be applicable to the parties hereunder:

(a) **No Personal Liability.** No commissioner, officer, official, director, member, agent or employee, nor any other person authorized to act on behalf of the Port Authority or the City shall be charged personally with any liability, or held personally liable in connection with the Project, this Agreement or any breach or attempted or alleged breach thereof. This Article 6 shall survive the termination or expiration of this Agreement.

(b) **Governing Law.** The provisions of this Agreement shall be governed and interpreted in accordance with the laws of the State of New York.