Torres Rojas, Genara FOI#12167

From: rebuild@twintowersalliance.com
Sent: Wednesday, February 23, 2011 10:34 PM
To: Van Duyne, Sheree
Cc: Torres Rojas, Genara
Subject: Freedom of Information Online Request Form

Information:

First Name: Margaret
Last Name: Donovan
Company: The Twin Towers Alliance
Mailing Address 1: 186 Pinehurst Avenue
Mailing Address 2: 6E
City: New York
State: NY
Zip Code: 10033
Email Address: rebuild@twintowersalliance.com
Phone: 2125680207
Required copies of the records: Yes

List of specific record(s):
We request a copy of the December 2003 Amendment to the Leases

THE PORT AUTHORITY OF NY & NJ

Daniel D. Duffy
FOI Administrator

December 6, 2011

Ms. Margaret Donovan
The Twin Towers Alliance
186 Pinehurst Avenue
New York, NY 10033

Re: Freedom of Information Reference No. 12167.

Dear Ms. Donovan:

This is a response to your request, which has been processed under the Port Authority's Freedom of Information Policy (the "Policy") for the December 2003 Amendments to the Silverstein Lease.

Material responsive to your request and available under the Policy, which consists of 7 pages, is enclosed, for a $1.75 photocopying charge for this material (25¢ per page). Payment should be made in cash, certified check or money order payable to "The Port Authority of New York & New Jersey" and should be sent to my attention at 225 Park Avenue South, 17th Floor, New York, NY 10003.

Please refer to the above FOI Reference number in any future correspondence relating to your request.

Very truly yours,

Daniel D. Duffy
FOI Administrator

Enclosure

225 Park Avenue South
New York, , NY 10003
T: 212 435 3642 F: 212 435 7555

[EXECUTION COUNTERPART]

AMENDMENT TO LEASES AND RECIPROCAL EASEMENT AND OPERATING AGREEMENT

AMENDMENT TO LEASES AND RECIPROCAL EASEMENT AND OPERATING AGREEMENT (this "Amendment"), dated as of December 15, 2003, by and among 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 of America (the "Port Authority"), 1 WORLD TRADE CENTER LLC, a Delaware limited liability company, 2 WORLD TRADE CENTER LLC, a Delaware limited liability company, 4 WORLD TRADE CENTER LLC, a Delaware limited liability company, 5 World Trade Center LLC, a Delaware limited liability company, and WESTFIELD WTC LLC, a Delaware limited liability company.

WITNESSETH:

WHEREAS, in order to permit the rebuilding of the World Trade Center to proceed as expeditiously as possible, the Port Authority and the Net Lessees (as such term and all other capitalized terms which are not otherwise defined herein are defined in Schedule 1 hereto) entered into a letter agreement dated December 1, 2003 (the "Letter Agreement"), providing among other matters, for the amendment of the Leases and the REOA to adjust and reconfigure the Premises (as defined in the REOA and the Leases) leased under each of the Leases and referenced in the REOA in the manner set forth below; and

WHEREAS, the ground level WTC Site Diagram attached hereto as Exhibit A (the "Site Diagram") indicates ground floor locations for office towers and other commercial space, transportation space, and memorial and cultural space which is generally mutually acceptable to the parties hereto, and rebuilding in accordance therewith and the provisions of the Letter Agreement has been approved in principle by the parties hereto;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. the Leases and REOA are hereby amended, to:

(a) remove from the Premises leased by the Net Lessees the portions of such Premises that are designated (i) "Public Transit, Streets & Open Space" (shaded in yellow), to permit, among other items of construction (generally consistent with Port Authority's existing publicly disclosed conceptual plans), the construction of the permanent PATH terminal and its related infrastructure, and (ii) "Memorial & Cultural" (shaded in green) in the Site Diagram;

(b) include in the Premises leased by the Westfield Net Lessee (the "Retail Premises"), and provide that such Premises will accommodate, (i) the same gross leasable area ("GLA") of commercially viable retail space as existed in the Premises leased by the Westfield Net Lessee as of September 10, 2001 (427,000 square feet of GLA) plus (ii) an additional gross leasable area of commercially viable retail space

(it being understood that all currently planned retail space, including the third floor retail, is deemed to be commercially viable for purposes hereof) equal to the GLA of the retail "Expansion Premises" provided for in the REOA, the Retail Lease and the July 24, 2001 letter from the Westfield Net Lessee to the Port Authority pertaining to the "Expansion Premises", as approved by the Port Authority and referenced in Section 11.1(d) of the REOA; and

(c) include in the Premises leased by the Silverstein Net Lessees (the "Office Premises"), and provide that such Premises will accommodate, (i) the same amount of commercially viable Class A above-grade carpetable office space as existed in the Premises leased by the Silverstein Net Lessees as of September 10, 2001 (consisting of, at minimum, 10 million square feet of commercially viable Class A above-grade rentable office space) in five office towers to be constructed generally in the locations shown on the Site Diagram (or in other locations mutually acceptable to the Silverstein Net Lessees and the Port Authority), each of which office towers will have as part of the Office Premises (1) an at-grade lobby (with elevators serving all levels of the office tower from such ground floor lobby) generally in the location shown on the Site Diagram and (2) at least two large floors in the above-grade base of each of Office Towers #s 2, 3 and 4 (running to the street walls of such towers) for office or office-related amenities, (ii) 1,300 or more sub-grade auto parking spaces for office tenants, and (iii) sub-grade, loading, leasable storage, mechanical and other non-office space equivalent in area and quality to such space which was included in the Premises leased by the Silverstein Net Lessees as of September 10, 2001 (except that such space need not all be sub-grade if it cannot reasonably be accommodated below grade) and which is reasonably adequate to support the new office towers and space.

2. This Amendment is being entered into pursuant to the Letter Agreement and all of the terms and provisions of the Letter Agreement shall survive the execution and delivery of this Amendment.

3. Except as amended by this Amendment, the terms and provisions of the Leases and the REOA remain unmodified and in full force and effect. Any future reference to the Leases or the REOA shall be deemed to be a reference to the Leases or REOA, as applicable, as amended by this Amendment, and as same may, from time to time, hereafter be further amended.

4. Except as expressly provided in this Amendment, nothing contained in or contemplated by this Amendment shall constitute, or be construed as (a) the waiver by any party of such party's rights or another party's obligations under the Leases or the REOA or (b) the consent or approval by any party of any matter, decision or selection requiring the consent or approval of such party under the Leases or the REOA.

5. This Amendment may be signed in counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of such counterparts shall together constitute but one and the same instrument.

6. Neither the Commissioners of the Port Authority nor any officer, agent or employee of the Port Authority shall be held personally liable to Net Lessees under any term or provisions of this Amendment or because of the Port Authority's execution of this Amendment or because of any breach or alleged breach by the Port Authority of this Amendment. Neither the Net Lessees nor any of their direct or indirect affiliates, partners (general or limited), members, shareholders, directors, officer, agents or employees, or their respective successors and assigns, shall be held personally liable to the Port Authority under any term or provisions of this Amendment or because of the Net Lessees' execution of this Amendment or because of any breach or alleged breach by the Net Lessees of this Amendment.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the day and year first above written.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: _____
Name: Michael B. Francois
Title: Director of Real Estate

1 WORLD TRADE CENTER LLC

By: _____
Name:
Title:

2 WORLD TRADE CENTER LLC

By: _____
Name:
Title:

4 WORLD TRADE CENTER LLC

By: _____
Name:
Title:

5 WORLD TRADE CENTER LLC

By: _____
Name:
Title:

WTC RETAIL LLC
f/k/a WESTFIELD WTC LLC

By: The Port Authority of New York and New Jersey, its sole member

By: _____
Name: Michael B. Francois
Title: Director of Real Estate

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the day and year first above written.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By:_____
Name:
Title:

1 WORLD TRADE CENTER LLC

By:_____
Larry A. Silverstein,
as President

2 WORLD TRADE CENTER LLC

By:_____ 12/17/03
Larry A. Silverstein,
as President

4 WORLD TRADE CENTER LLC

By:_____
Larry A. Silverstein,
as President

5 WORLD TRADE CENTER LLC

By:_____ 12/17/03
Larry A. Silverstein,
as President

WESTFIELD WTC LLC

By:_____
Name:
Title:

By:_____
Name:
Title:

SCHEDULE 1

Agreement of Lease, dated as of July 16, 2001, by and between The Port Authority of New York and New Jersey (the "Port Authority"), as landlord, and 1 World Trade Center LLC, as tenant, as amended by the First Amendment to Agreement of Lease, dated as of July 24, 2001;

Agreement of Lease, dated as of July 16, 2001, by and between the Port Authority, as landlord, and 2 World Trade Center LLC, as tenant, as amended by the First Amendment to Agreement of Lease, dated as of July 24, 2001;

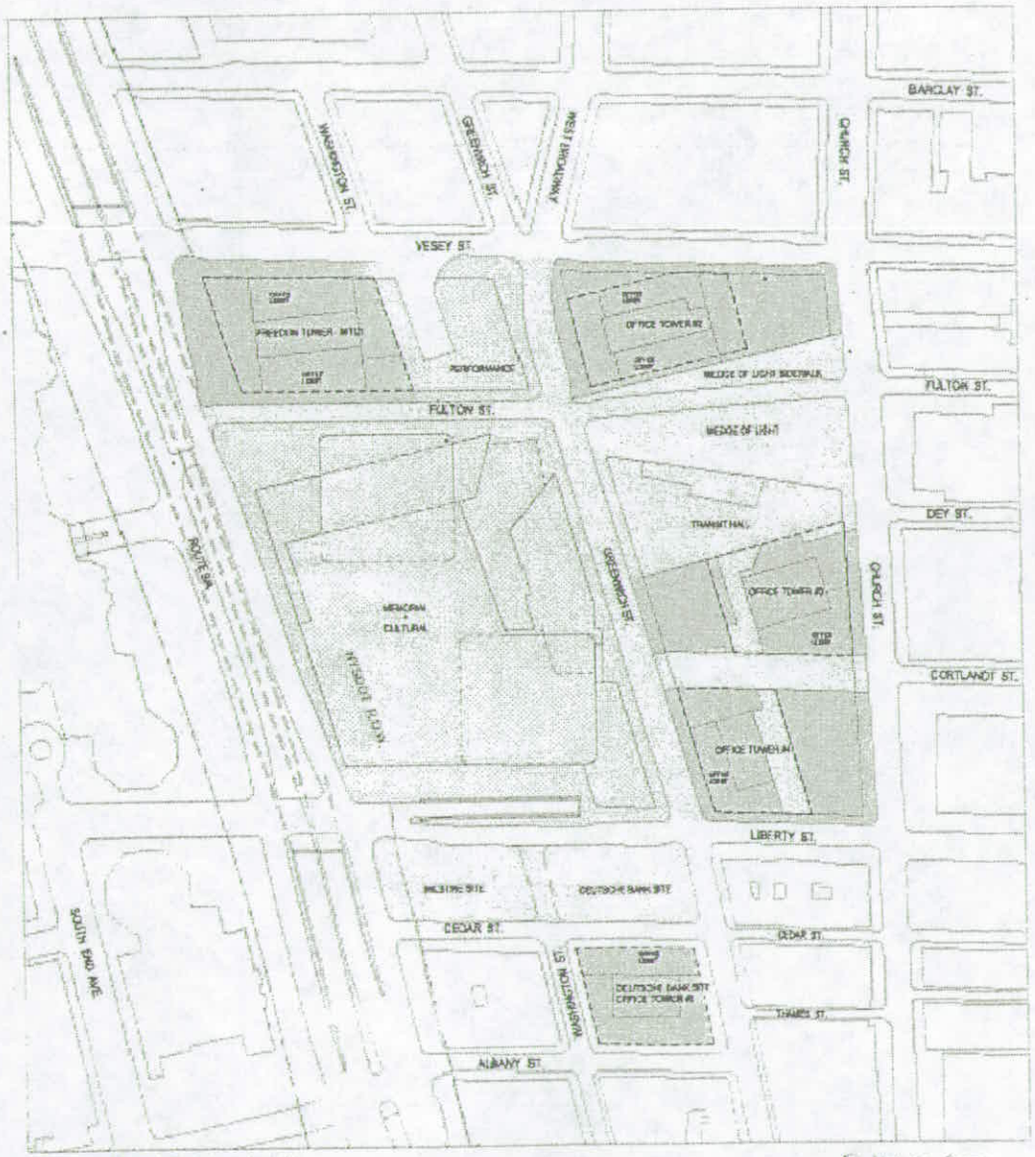
Agreement of Lease, dated as of July 16, 2001, by and between the Port Authority, as landlord, and 4 World Trade Center LLC, as tenant, as amended by the First Amendment to Agreement of Lease, dated as of July 24, 2001;

Agreement of Lease, dated as of July 16, 2001, by and between the Port Authority, as landlord, and 5 World Trade Center LLC, as tenant, as amended by the First Amendment to Agreement of Lease, dated as of July 24, 2001;

Agreement of Lease, dated as of July 16, 2001, by and between the Port Authority, as landlord, and Westfield WTC LLC, as tenant, as amended by the First Amendment to Agreement of Lease, dated as of July 24, 2001 (the "Retail Lease", and all of the foregoing Agreements of Lease, as amended, the "Leases", and each, a "Lease"); and

First Amended and Restated Reciprocal Easement and Operating Agreement of Portions of the World Trade Center, dated as of July 24, 2001 (the "REOA"), by and among, 1 World Trade Center LLC, 2 World Trade Center LLC, 4 World Trade Center LLC, 5 World Trade Center LLC (collectively the "Silverstein Net Lessees"), Westfield WTC LLC (the "Westfield Net Lessee", collectively with the Silverstein Net Lessees, the "Net Lessees") and the Port Authority.

EXHIBIT A



Note: Dashed lines indicate tower footprints. This Diagram is underdeveloped and approximate and does not show exact locations.

Not to Scale

Exhibit A

WTC Site Diagram