F023413435

The Port Authority of New York and New Jersey
225 Park Avenue South - 17th Floor
New York, NY 10003
Attn: Daniel Duffy, FOI Administrator

Re: FOI request - Agreements with National September 11 Memorial

August 22, 2012

Daniel Duffy,

Under the provisions of the Port Authority's Freedom of Information regulation, I hereby request records or portions thereof pertaining to (or containing):

- Interim Access Agreement and all amendments
- Memorial Site Access Agreement and all amendments
- Project Agreement and all amendments
- "that certain letter agreement dated as of August 31, 2011 between the City of New York and PANYNJ for the September 11th ceremonies"

These documents are referenced on pages 11 and 12 of the World Trade Center Memorial Temporary Operating License which I received via a FOIL request from Port Authority early in 2012.

If my request appears to be extensive or fails to reasonably describe the records, please contact me in writing or by phone at . If there are any fees for copying the records requested, please supply the records without informing me if the fees are not in excess of $50.

As you know, the Freedom of Information regulation requires that the Port Authority respond to a request within five business days of receipt of a request. Therefore, I would appreciate a response as soon as possible and look forward to hearing from you shortly. If for any reason any portion of my request is denied, please inform me of the reasons for the denial in writing and provide the name and address of the person or body to whom an appeal should be directed.

Sincerely,

Shannon Wagner

THE PORT AUTHORITY OF NY & NJ

Daniel D. Duffy
FOI Administrator

September 14, 2012

Mr. Shannon Wagner

Re: Freedom of Information Reference No. 13435

Dear Mr. Wagner:

This is a response to your August 22, 2012 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for copies of the following records: Interim Access Agreement and all amendments, Memorial Site Access Agreement and all amendments, Project Agreement and all amendments, and letter agreement dated 8/31/11 between the City of NY and the PA for the September 11th ceremonies.

Material responsive to your request and available under the Code can be found on the Port Authority's website at http://www.panynj.gov/corporate-information/foi/13435-WTC.pdf. Paper copies of the available records are available upon request.

Certain material responsive to your request is exempt from disclosure pursuant to Exemption (4) of the Code.

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

Very truly yours,

Daniel D. Duffy
FOI Administrator

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

INTERIM ACCESS AGREEMENT

INTERIM ACCESS AGREEMENT (this "Agreement"), dated as of July 18, 2002, by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (the "Port Authority"), 1 WORLD TRADE CENTER LLC, 2 WORLD TRADE CENTER LLC, 4 WORLD TRADE CENTER LLC, 5 WORLD TRADE CENTER LLC, and WESTFIELD WTC LLC (collectively, the "Lessees", and each, a "Lessee").

W I T N E S S E T H:

WHEREAS, the Port Authority and each Lessee entered into a separate Agreement of Lease, each dated as of July 16, 2001 (as amended, collectively, the "Leases", and each, a "Lease"), pursuant to which the Port Authority leased to each Lessee a portion of the former World Trade Center site as more particularly described in each such Lease as the "Premises" thereunder (as to all Lessees and their respective Leases, such leased premises are collectively referred to herein as the "Premises"); and

WHEREAS, the Port Authority and the Lessees also entered into a First Amended and Restated Reciprocal Easement and Operating Agreement of Portions of the World Trade Center, dated as of July 24, 2001 (the "REOA"); and

WHEREAS, following the attacks on, and destruction of, the World Trade Center on September 11, 2001, the City of New York, acting by and through the New York City Office of Emergency Management and the New York City Department of Design and Construction (the "City of New York"), assumed control of the World Trade Center in order to perform and coordinate rescue, recovery and cleanup operations, and the City of New York has since maintained control of the World Trade Center; and

WHEREAS, the City of New York is completing its rescue, recovery and cleanup operations at the World Trade Center and is expected to execute documentation relinquishing control of the World Trade Center effective, retroactively, July 1, 2002 (the actual date on which the City of New York so relinquishes control of the World Trade Center, the "Turnover Date"); and

WHEREAS, the Port Authority has requested access to the Premises to construct (such construction, the "PATH Facilities Work") temporary public transportation facilities (the "Temporary PATH Facilities") at the World Trade Center in connection with the operation of PATH commuter rail services, a portion of which (the "Existing PATH Facilities") shall be located in the space previously occupied by the PATH Facilities (as defined in the REOA), and a portion of which (the "PATH Facilities Addition") is proposed to be located in space comprising a portion of the Premises as more particularly described in the drawings attached hereto as Exhibit A (the "Temporary PATH Scope Drawings"), and the Lessees wish to cooperate with the Port Authority in the construction of the Temporary PATH Facilities; and

WHEREAS, the Metropolitan Transit Authority (the "MTA") has requested access to the Premises for the repair (such repair, the "MTA Facilities Work")

of the Nos. 1, 9, N and R subway lines that were damaged in the September 11, 2001 attacks on the World Trade Center, including the construction of stairways providing ingress to and egress from the platforms of such subway lines, all or a portion of which is proposed to be located in space comprising a portion of the Premises as more particularly described in the Temporary PATH Scope Drawings (the "MTA Facilities Addition") and the Lessees wish to cooperate with the MTA in the performance of the MTA Facilities Work; and

WHEREAS, the parties hereto desire to enter into an arrangement to permit the Port Authority to have access to, and control of, the Premises for the purpose of facilitating the construction of the Temporary PATH Facilities and the performance of the MTA Facilities Work, subject to, and on, the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements referred to and contained herein, the parties hereto agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the definitions provided below:

"Access Ramp" means the ramp depicted on Exhibit A.

"Agreement" has the meaning set forth in the Preamble.

"City of New York" has the meaning set forth in the Recitals.

"Claims" means all claims, liens, suits, demands, actions, litigations, proceedings (including administrative and regulatory actions) and governmental investigations.

"Exclusive Period" means the period commencing on the Turnover Date and ending on the earlier to occur of (i) the day immediately preceding the Lessees' Restoration Work Commencement Date and (ii) the expiration of the PATH Facilities Work Period, but in no event shall the Exclusive Period expire prior to January 1, 2004.

"Existing PATH Facilities" has the meaning set forth in the Recitals.

"Lease(s)" has the meaning set forth in the Recitals.

"Lessee(s)" has the meaning set forth in the Preamble.

"Lessees' Restoration Work" has the meaning ascribed thereto in Section 2(b).

"Lessees' Restoration Work Commencement Date" has the meaning ascribed thereto in Section 2(b).

"Mortgage" has the meaning set forth in the Leases and the REOA.

"Mortgagee" has the meaning set forth in the Leases and the REOA.

"MTA" has the meaning set forth in the Recitals.

"MTA Facilities Addition" has the meaning set forth in the Recitals.

"MTA Facilities Work" has the meaning set forth in the Recitals.

"MTA Facilities Work Agreement" has the meaning ascribed thereto in Section 2(d).

"PATH Facilities Addition" has the meaning set forth in the Recitals.

"PATH Facilities Work" has the meaning set forth in the Recitals.

"PATH Facilities Work Period" means the period commencing on the Turnover Date and ending on the date on which the PATH Facilities Work is substantially complete.

"Permanent PATH Facilities Addition" means the portion of the PATH Facilities Addition comprising the PATH substation and related electrical distribution equipment identified on Exhibit A hereto.

"Port Authority" has the meaning set forth in the Preamble.

"Premises" has the meaning set forth in the Recitals.

"REOA" has the meaning set forth in the Recitals.

"Revocation Notice" has the meaning ascribed thereto in Section 3(b).

"MTA Facilities Work" has the meaning set forth in the Recitals.

"Street Agreement" means the Agreement, dated June 6, 1967, by and between the Port Authority and the City of New York and recorded in the Office of the Register of New York County, Rec. 243 P. 350, as amended by Agreement, dated August 4, 1976 and recorded in the Office of the Register of New York County, Reel 388 P. 1439.

"Temporary PATH Facilities" has the meaning set forth in the Recitals.

"Temporary PATH Scope Drawings" has the meaning set forth in the Recitals.

"Term" has the meaning ascribed thereto in Section 3(a).

"Turnover Date" has the meaning set forth in the Recitals.

"World Trade Center" has the meaning set forth in the Leases and the REOA and shall include the Premises; provided, that for purposes of this Agreement the term

World Trade Center shall not include the land and improvements thereon comprising and known as 7 World Trade Center.

2. Access and Management.

(a) Subject to the terms and conditions of this Agreement, the Lessees hereby grant to the Port Authority and its agents, consultants, contractors, employees and representatives, the right to access, enter upon and use the Premises for the purpose of facilitating the construction of the Temporary PATH Facilities and the performance of the MTA Facilities Work.

(b) The Net Lessees' Association (as defined in the REOA) or any Lessee may deliver written notice to the Port Authority, that the Net Lessee's Association or such Lessee, as applicable, is ready to commence construction in connection with the restoration of the Premises (or, in the case of notice from a Lessee, its Premises) pursuant to the applicable Lease and/or the REOA (the "Lessees' Restoration Work") on the date specified in such notice, which date shall be no earlier than fifteen (15) days following the giving of such notice (such date as set forth in such notice, whether or not the Lessees' Restoration Work actually commences on such date, the "Lessees' Restoration Work Commencement Date").

(c) During, and limited to, the Exclusive Period, the Port Authority, at its cost, shall be responsible for the management and control of the World Trade Center, including the Premises. For purposes of the Leases and the REOA, during the Exclusive Period, the Lessees shall have no responsibility or liability with respect to activities on the Premises or relating thereto, or for the management and control of the Premises. For the avoidance of doubt, the responsibilities of the Port Authority pursuant to this Section 2(c) are for the management and control of the World Trade Center and the performance of the other obligations (including obtaining insurance and providing security) set forth herein during the Exclusive Period and in no event include any obligation to restore or bear the cost of restoration of the Premises or any portion thereof, except as otherwise expressly required pursuant to the indemnification provisions of Section 7 hereof or as may be set forth in the Leases or the REOA.

(d) In furtherance of Section 2(a), the Port Authority shall have the right to enter into one or more agreements with the MTA and others providing access to the Premises as contemplated in Section 2(a), which agreement shall be subject and subordinate to the terms of this Agreement and shall be for the purpose of facilitating the performance of the MTA Facilities Work. The terms of such agreement as they relate to access and licensing shall be the same as the terms relating to such matters contained in this Agreement, and any such agreement shall otherwise contain provisions corresponding to those contained in Sections 3, 4, 5, 7, 8, 9 and 10 of this Agreement, and shall name the Lessees and Mortgagees as third party beneficiaries of the obligations of the MTA thereunder. The Lessees and Mortgagees shall be provided with copies of such agreement for their review prior to execution; provided that neither the Lessees nor the Mortgagees shall have the right to approve the form of any such agreement unless it purports to grant to the MTA rights whose scope is greater than that of the rights granted

to the Port Authority hereunder or it otherwise fails to comply with the requirements of this Section 2(d). The Port Authority shall be responsible for any required coordination of the PATH Facilities Work with the MTA Facilities Work, and the Lessees shall have no obligation or liability in connection therewith, except as may otherwise be expressly provided herein. Any agreement entered into with the MTA pursuant to this Section 2(d) is referred to as the "MTA Facilities Work Agreement."

(e) Except as expressly provided herein, nothing in this Agreement shall modify the rights and obligations of the Lessees, the Net Lessees' Association and the Port Authority under the Leases and the REOA, including, without limitation, with respect to the management and restoration of the Premises (including, without limitation, pursuant to Section 15 of each Lease and Sections 4 and 8.3 of the REOA), and such rights and obligations (except as expressly modified hereby) remain in full force and effect.

3. Term and Licensing. (a) The term of this Agreement (the "Term") shall commence on the date hereof and shall expire on the later of (x) the last day of the PATH Facilities Work Period and (y) the last day of the Exclusive Period; provided, however, that Section 2(c) and Section 7 of this Agreement shall be effective as of the effective date of the relinquishing of control of the World Trade Center by the City of New York (anticipated to be July 1, 2002).

(b) The Lessees grant to the Port Authority a license for the occupancy by the PATH Facilities Addition of the portion of the Premises depicted on Exhibit A hereto, which license shall be irrevocable except that from and after the Lessees' Restoration Work Commencement Date, if the location of the PATH Facilities Addition, or any portion thereof (other than the Permanent PATH Facilities Addition), interferes or will interfere, other than to a *de minimis* extent, with the performance of Lessees' Restoration Work, then the Net Lessees Association or any Lessee may deliver written notice to the Port Authority (any such notice being a "Revocation Notice"), which Revocation Notice may be delivered before or after the Lessee's Restoration Work Commencement Date, revoking such license as contemplated in the next sentence, which Revocation Notice shall specify the portion of the PATH Facilities Addition (which may not be the Permanent PATH Facilities Addition) which so interferes or will interfere with the performance of Lessees' Restoration Work. With respect only to the portion of the PATH Facilities Addition specified in the applicable Revocation Notice, the license granted pursuant to this Section 3(b) shall be revoked, such revocation being self-operative and to be effective on the date set forth in the Revocation Notice, and the Port Authority shall, at its cost, complete within a reasonable period of time, at its election, the relocation, modification or removal of such portion of the PATH Facilities Addition as necessary to eliminate such interference, using commercially reasonable efforts to complete such relocation, modification or removal as soon as practicable in the case of actual interference and, in the case of anticipated interference, prior to the date on which such anticipated interference becomes actual. The provisions of this Section 3(b) shall survive the expiration or earlier termination of this Agreement.

(c) The Lessees grant to the Port Authority an irrevocable license for the occupancy by the Permanent PATH Facilities Addition of the portion of the Premises depicted as occupied thereby on Exhibit A hereto. The provisions of this Section 3(c) shall survive the expiration or earlier termination of this Agreement.

(d) Upon the expiration of the Term, other than with respect to the provisions of this Agreement that expressly survive the expiration or earlier termination hereof, all rights and obligations of the Lessees, the Net Lessees' Association and the Port Authority shall be governed exclusively by the Leases and the REOA; provided, however, that as used in such agreements, (i) the term "PATH Facilities" shall be deemed to include the Permanent PATH Facilities Addition and, to the extent that the same has not been, or is not subsequently required to be, removed pursuant to Section 3(b), any other portion of the PATH Facilities Addition, and (ii) the term "Premises" as used therein shall be deemed to exclude the Permanent PATH Facilities Addition and, to the extent that the same has not been, or is not subsequently required to be, removed pursuant to Section 3(b), any other portion of the PATH Facilities Addition.

(e) Any reference in this Agreement to the performance by the Lessees of the Lessees' Restoration Work (or any related activities) shall also include performance of any such work (or related activities) by the Net Lessees' Association.

(f) Subject to Section 2(d), the Port Authority shall have the right to grant to the MTA a license for the occupancy by the MTA Facilities Addition of the portion of the Premises depicted on Exhibit A hereto, which license shall be irrevocable except that from and after the Lessees' Restoration Work Commencement Date, if the location of the MTA Facilities Addition, or any portion thereof, interferes or will interfere with the performance of Lessees' Restoration Work other than to a *de minimis* extent, then the Net Lessees' Association or any Lessee may, either before or after the Lessees' Restoration Work Commencement Date, deliver a Revocation Notice to the Port Authority revoking such license as contemplated in the next sentence, which Revocation Notice shall specify the portion of the MTA Facilities Addition which so interferes or will interfere with the performance of Lessees' Restoration Work. With respect only to the portion of the MTA Facilities Addition specified in the applicable Revocation Notice, the license granted under this Section 3(f) shall be revoked, such revocation being self-operative and to be effective on the date set forth in the Revocation Notice, and the MTA, by the terms of such license, shall be required, at its cost, to complete within a reasonable period of time, at its election, the relocation, modification or removal of such portion of the MTA Facilities Addition as necessary to eliminate such interference, using commercially reasonable efforts to complete such relocation, modification or removal as soon as practicable in the case of actual interference and, in the case of anticipated interference, prior to the date on which such anticipated interference becomes actual. The provisions of this Section 3(f) shall survive the expiration or earlier termination of this Agreement.

(g) The Port Authority shall deliver to the Net Lessees' Association (i) a certificate of its chief engineer stating the anticipated date of substantial completion of the PATH Facilities Work at least fifteen (15) days prior thereto, and (ii)

promptly following substantial completion of the PATH Facilities Work, a certificate of completion with respect thereto. The MTA Facilities Work Agreement shall require the MTA to deliver like notices from its chief engineer in like time periods with respect to the MTA Facilities Work.

4. PATH Facilities Work; MTA Facilities Work. (a) Any (i) modification to the PATH Facilities Work or the MTA Facilities Work that would result in the occupancy, other than to a *de minimis* extent, by the Temporary PATH Facilities or the MTA Facilities Addition, as applicable, of any portion of the Premises other than the portion of the Premises to be occupied thereby as described in the Temporary PATH Scope Drawings or (ii) other change, other than to a *de minimis* extent, to the Temporary PATH Facilities or the MTA Facilities Addition that could reasonably be expected to affect the Lessees' Restoration Work, or the buildings and improvements constructed or to be constructed in connection therewith shall be subject to the prior written approval of the Lessees; provided, that the Lessees shall not unreasonably withhold such approval in connection with relocations and modifications contemplated by Sections 3(b) and 3(f) to the extent that such relocations or modifications are necessary to preserve the function of the portion of the Temporary PATH Facilities or the MTA Facilities Addition which is the subject of a Revocation Notice and such relocations will not interfere with the performance of Lessees' Restoration Work; and provided, further, that upon the giving of such approval, the applicable modification shall be included in the PATH Facilities Addition or the MTA Facilities Addition, as applicable, and shall be subject to, and have the benefit of, the license granted herein pursuant to Section 3(b), or permitted hereby to be granted pursuant to Section 3(f), subject to the terms and conditions of this Agreement, it being intended that the grant of such license pursuant to this Section 4(a) be self-operative and no further documentation or agreement need be entered into by the parties hereto to give effect thereto.

(b) Without limiting the generality of Section 2(c), the Lessees and/or the Net Lessees' Association shall have no responsibility, liability or obligation in connection with the performance of PATH Facilities Work or MTA Facilities Work; provided, however, that (i) in no event will the Lessees remove, or cause to be removed, the Access Ramp during the Term, and (ii) in no event shall the foregoing exculpation operate to relieve the Lessees from any obligation, and the Port Authority does not waive any such obligation, they may have, if any, under the REOA for the payment of the cost, or a portion of the cost, of elements, structural or non-structural, of the PATH Facilities Work.

(c) The Port Authority shall perform PATH Facilities Work (i) in a good and workmanlike manner, (ii) in accordance with sound engineering practices and adequate security procedures, and (iii) in compliance with all laws, ordinances, rules, regulations and orders, including state and federal environmental laws, to the extent applicable to the Port Authority.

5. Coordination and Cooperation. During the Exclusive Period, the Port Authority shall control all access to and within, and coordinate activities at, the Premises. The Lessees and their representatives, architects, engineers and other

construction consultants (including the Mortgagees and their respective representatives and consultants in accordance with the applicable Mortgages and related loan documents) shall have access during the Term to the Premises to perform inspections, testing and other field work relating to the design and other pre-construction aspects of Lessees' Restoration Work and for the performance of Lessee Restoration Work. The Port Authority, for itself and on behalf of the MTA, and the Lessees shall coordinate the logistics of performance of the PATH Facilities Work, the MTA Facilities Work and the Lessees' access rights and Lessees' Restoration Work in a reasonable manner; provided, however, that (y) during the Exclusive Period, conflicting needs for access to and use of the Premises for the performance of such work shall be resolved in favor of the Port Authority and the MTA, with reasonable consideration given to the Lessees' need for such access and use, and (z) from and after such date, and during the remainder of the Term, conflicting needs for access to and use of the Premises for the performance of such work shall be resolved by mutual agreement of such parties cooperating in good faith and in the absence of such agreement in favor of the Net Lessees' Association or Lessees. The Lessees shall otherwise reasonably cooperate with the Port Authority (for itself and on behalf of the MTA) in the performance of the PATH Facilities Work and the MTA Facilities Work, and the Port Authority shall otherwise reasonably cooperate, and cause the MTA reasonably to cooperate, with the Lessees in the performance of the Lessees' Restoration Work; provided, however, that the foregoing obligation of the Port Authority and the Lessees to cooperate is intended to address matters relating to access to and within the World Trade Center in connection with multiple parties using a single site simultaneously for purposes of effecting restoration and repair work, and shall in no event affect or be deemed to affect the rights and obligations of the Lessees and the Port Authority, in their respective capacities as tenant and landlord under the Leases or as parties to the REOA, under the Leases and the REOA, the provisions of which shall govern with respect to all other aspects of the Lessees' Restoration Work.

6. Security. Without limiting the generality of Section 2(c), the Port Authority shall be responsible, at its cost, for providing a construction fence around the Premises and for other security installations and security services for the World Trade Center during the Exclusive Period. Such fence shall remain installed following the expiration of the Term and shall be removed by the Lessees in connection with the completion of the Lessees' Restoration Work. The provisions of this Section 6 shall survive the expiration or earlier termination of this Agreement.

7. Risk of Loss; Indemnification. (a) The Port Authority assumes any risk of loss or damage of any kind whatsoever to all or any property of the Lessees, the Port Authority, or third parties, and for injury (including death) of persons arising out of the performance of the PATH Facilities Work and/or the use or occupancy of the Premises pursuant to this Agreement by the Port Authority and its employees, agents, representatives, contractors, licensees or invitees, and any guests, visitors or other persons present at the World Trade Center (except for any loss or damage, the risk of which is assumed by the Lessees pursuant to Section 7(c)).

(b) The Port Authority shall indemnify, defend and hold harmless the Lessees, the Mortgagees, their respective officers, agents and employees

from and against all Claims and for all reasonable costs and expenses incurred by the Lessees, the Mortgagees, their respective officers, agents and employees in the defense, settlement or satisfaction of such Claims, arising or alleged to arise out of (i) the performance of the PATH Facilities Work, (ii) any acts or omissions of the Port Authority, its employees, agents, representatives, contractors, licensees or invitees, and, during the Exclusive Period, any guests, visitors or other persons present at the World Trade Center, and (iii) any other acts, omissions or occurrences on, at or around the Premises during the Exclusive Period (other than those for which an indemnity is provided by the MTA as described below); provided, however, that the Port Authority shall not be required to indemnify any such Person for Claims arising out of the willful misconduct, gross negligence or bad faith of such Person. The Port Authority shall cause the MTA to assume the risks and provide an indemnity (benefiting the Lessees, the Mortgagees, their respective officers, agents and employees either directly or as third party beneficiaries) on substantially the terms of the assumption and indemnity provided by the Port Authority under Section 7(a) and this Section 7(b), with respect to the MTA Facilities Work, the MTA, its employees, agents, representatives, contractors, licensees or invitees, and any guests, visitors or other persons present at the World Trade Center under invitation or permission granted by the MTA. The provisions of this Section 7(b) are not intended to modify or supersede the indemnification obligations of the Port Authority contained in the Leases or the REOA, but provide for an additional indemnification obligation.

(c) Each Lessee assumes any risk of loss or damage of any kind whatsoever to all or any property of such Lessee, the Port Authority, or third parties, and for injury (including death) of persons arising out of the use or occupancy of the Premises pursuant to this Agreement by such Lessee, its employees, agents, representatives, contractors, licensees or invitees (except for any loss or damage, the risk of which is assumed by the Port Authority or the MTA pursuant to or as contemplated in Sections 7(a) and (b)).

(d) Each Lessee shall indemnify, defend and hold harmless the Port Authority and the MTA, their officers, agents and employees from and against all Claims and for all reasonable costs and expenses incurred by the Port Authority, the MTA, and their officers, agents and employees in the defense, settlement or satisfaction of such Claims, arising out of any acts or omissions of such Lessee, its employees, agents, representatives, contractors, licensees or invitees; provided, however, that each Lessee shall not be required to indemnify any such Person for Claims arising out of the willful misconduct, gross negligence or bad faith of such Person. Subject to Section 7(e), the provisions of this Section 7(d) are not intended to modify or supersede the indemnification obligations of the Lessees contained in the Leases or the REOA, but provide for an additional indemnification obligation.

(e) In amplification (and not in limitation) of Section 11 hereof, the indemnification obligations of the Lessees set forth in Section 18.2 of each Lease and in Sections 18.1(a) and (b) of the REOA shall not be applicable or effective with respect to matters which arise or accrue during the period prior to the Lessees' Restoration Work Commencement Date.

(f) The provisions of this Section 7 shall survive the expiration of the Term.

8. Insurance.

(a) During the Term, the Port Authority, at its cost, shall maintain (i) an "All-Risk" Property Insurance Policy in the amount of not less than $50,000,000 per occurrence covering and insuring the Premises (including the slurry wall), as the Premises exist on the date hereof and to the extent that the Port Authority, the Lessees or any of them has an insurable interest therein, against loss or damage by fire or such other hazards and risks occurring during the Exclusive Period (and not insured against under the insurance policies of the Lessees and the Net Lessees' Association maintained pursuant to the Leases and the REOA in effect on September 11, 2001) with such exclusions, deductibles and self-insurance retentions as are provided from time to time in such policy, and (ii) a Commercial General Liability Insurance Policy, including but not limited to Explosion, Collapse and Underground Property Damage Hazards, Products Liability/Completed Operations, Independent Contractor and Automobile Liability Coverages in limits of not less than $100,000,000 Combined Single Limit per occurrence for bodily injury and property damage liability, containing such self-insurance retentions as are provided from time to time in such policy, each naming the Lessees, the Net Lessees' Association and the Mortgagees as additional insureds. The foregoing notwithstanding, the provision by the Port Authority of self-insurance for the coverages set forth above shall satisfy the obligations of the Port Authority pursuant to this Section 8(a). The coverages required pursuant to this Section 8(a) shall not insure against acts or omissions of the MTA in connection with the MTA Facilities Work or of the Lessees in connection with Lessees' Restoration Work. The MTA Facilities Work Agreement shall require the MTA, in connection with the MTA Facilities Work, separately to procure and maintain the foregoing coverages, in like amounts, naming the Lessees, the Net Lessees' Association and the Mortgagees as additional insured; provided, that the MTA shall have the right to self-insure on the terms contemplated for self-insurance by the Port Authority pursuant to Section 8(b).

(b) In the event that the Port Authority procures and maintains policies of insurance for the coverages contemplated by Section 8(a), the Port Authority shall promptly deliver to the Lessees and Mortgagees certificates of insurance evidencing the above insurance coverages, which certificates shall stipulate that the policies may not be canceled, terminated or modified without thirty (30) days' prior written notice to the Lessees, the Net Lessees' Association and the Mortgagees, and shall, at reasonable times (but no more frequently than twice per year) and on reasonable advance request (not less than two business days), make available such policies for review by the Lessees and the Mortgagees in the offices of the Port Authority during its normal business hours. In the event that the Port Authority self-insures with respect to the coverages contemplated by Section 8(a), the Port Authority shall deliver to the Lessees written notice that the Port Authority has instituted a program of self-insurance therefor, and the Port Authority shall not terminate such program of self-insurance prior to the expiration of the Term.

(c) During the Exclusive Period, the Lessees shall not be required to maintain insurance pursuant to the Leases and the REOA of the types described in Sections 8.1(a) of the REOA.

(d) The Port Authority shall maintain workers' compensation insurance, or establish a program of self-insurance therefor, for its employees at the World Trade Center to the extent, and in such amounts, as may be required by applicable law.

9. Restoration of Premises. Upon the expiration of the Term, the Port Authority, at its expense, shall (a) remove all of its equipment from the Premises except such equipment as the Port Authority shall be permitted to leave at the Premises pursuant to the license granted in Section 3(b) and 3(c), (b) repair (or cause to be repaired) any damage to the Premises or other Lessees' property resulting from the performance of the PATH Facilities Work, and (c) restore (or cause to be restored) the Premises and any other Lessees' property damaged by the performance of the PATH Facilities Work, to the extent that demolition of the same would not be necessary or desirable (as mutually agreed by the Port Authority and the Lessees) in connection with Lessees' Restoration Work, to either (i) substantially the condition that the Lessees shall require for purposes of Lessees' Restoration Work or (ii) substantially the condition that existed immediately prior to the commencement of PATH Facilities Work, whichever costs less. The Port Authority shall have no obligation to remove the Access Ramp or the Permanent PATH Facilities Addition. The foregoing provisions of this Section 9 shall survive the expiration of the Term. Additionally, the MTA Facilities Work Agreement shall require the MTA to agree for the benefit of the Lessees to effect the restoration of the Premises following completion of the MTA Facilities Work on terms applicable to the MTA Facilities Work and otherwise substantially similar to those set forth in this Section 9.

10. Site Signage. In the event that the Port Authority installs (or permits the installation of) signs at or near the Premises identifying the Port Authority as owner of the Premises or referring to the construction of the Temporary PATH Facilities, then such signs shall also include, at the option of each Lessee, a reference to the Lessees and their affiliation with Silverstein Properties, Inc. and Westfield America, Inc. (which references shall be subject to the approval of the Lessees).

11. Leases and REOA. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of the Leases and the REOA, then the terms and conditions of this Agreement shall govern.

12. Limited Third Party Beneficiaries. Nothing herein contained shall be understood or construed to create or grant any third-party benefits or rights or property interests unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein, except that the Mortgagees shall be third party beneficiaries hereto and the MTA shall, for purposes of the provisions of Sections 7(c) and (d) and subject to Section 19, be a third party beneficiary.

13. No Waiver. Except as expressly provided in this Agreement, nothing herein shall be deemed to be a waiver by any party hereto of such party's rights or another party's obligations under the Leases or the REOA. In addition, nothing contained in or contemplated by this Agreement shall constitute, or be construed as, a waiver, consent or approval by the Lessees, the Port Authority or the Mortgagees of any matter, decision or selection requiring the consent or approval of one or more such parties under the Leases, the REOA or the loan documents executed and/or delivered in favor of the Mortgagees except to the extent specifically set forth herein.

14. Invalidity. The invalidity or unenforceability of any one or more provisions of this Agreement shall not render any other provision invalid or unenforceable. In lieu of any invalid or unenforceable provision, there shall be added automatically a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

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

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Port Authority, the Lessees, and their respective successors and assigns.

17. Notices. All written notices or other communications made pursuant to this Agreement shall be effective only if in writing and shall be delivered in the manner, and to the parties' respective addresses, as is set forth in Section 20.1 of the REOA. In addition, any notices under this Agreement sent by the Port Authority or the Lessees shall also be sent to the Mortgagees by (a) hand delivery, (b) certified or registered United States mail, postage prepaid, return receipt requested, (c) expedited prepaid delivery service, either commercial or United States Postal Service, with proof of attempted delivery, or (d) telecopier (with answer back acknowledged), addressed as follows (or to such other address or person as shall be designated from time to time by the applicable Mortgagee, in a written notice to the Lessees and the Port Authority in the manner provided for in this Section 17), provided, however, that the failure of the Port Authority to deliver such copy to the Mortgagees shall not affect the effectiveness of such notice or communication with respect to the applicable Lessees:

GMAC Commercial Mortgage Corporation
200 Witmer Road
Horsham, Pennsylvania 19044
Attention: Servicing – Executive Vice President
Facsimile No.: (215) 328-3478

with a copy to: Cadwalader, Wickersham & Taft
100 Maiden Lane
New York, New York 10038

Attention: William P. McInerney, Esq.
Facsimile No.: (212) 504-6666

and to:

UBS Warburg Real Estate Investments Inc.
1285 Avenue of the Americas, 11th Floor
New York, New York 10019
Attention: Robert Pettinato, Director
Facsimile No. (212) 821-5720

with a copy to: Kaye Scholer LLP
425 Park Avenue
New York, New York 10022
Attention: Stephen Gliatta, Esq.
Facsimile No. (212) 836-7156

18. No Modification. This Agreement may not be modified or amended in any respect whatsoever unless such modification is reduced to writing and signed by each of the parties hereto.

19. Street Agreement. The Port Authority and the Lessees acknowledge that the Lessees' interests in the Premises and the terms of this Agreement are subject to the Street Agreement. Anything to the contrary contained in this Agreement notwithstanding, provided the Port Authority has used commercially reasonable efforts to procure from the MTA the execution and delivery of the MTA Facilities Work Agreement, in the event that the MTA does not enter into the MTA Facilities Work Agreement as otherwise contemplated hereby, or enters into an agreement, the subject matter of which is the subject matter contemplated by this Agreement for the MTA Facilities Work Agreement, but which other agreement, subject to approval by the Lessees and the Mortgagees to the extent required pursuant to Section 2(d), is on terms other than those required hereby, the Port Authority shall not (a) be or be deemed to be in breach of any obligation to cause the MTA to enter into the MTA Facilities Work Agreement, (b) have any liability hereunder with respect to the MTA, the MTA Facilities Work or any dispute which may arise between the Lessees and the MTA arising from the matters which are the subject of this Agreement, or (c) have any obligation hereunder to indemnify the Lessees, the Mortgagees, their respective officers, agents or employees from and against any Claims as otherwise contemplated by Section 7(b) to the extent that such Claims arise or are alleged to arise from the performance of the MTA Facilities Work or the acts or omissions of the MTA, its employees, agents, representatives, contractors, licensees or invitees. The Port Authority will keep the Lessees and the Mortgagees advised at reasonable intervals, and make available to the Lessees and the Mortgagees copies of drafts of any MTA Facilities Work Agreement (or such other agreement), in connection with the negotiation thereof with the MTA. The provisions of Section 12 notwithstanding, in the event that the MTA has not executed an MTA Facilities Agreement (or a substitute agreement approved by the Lessees pursuant to Section 2(d)), then the MTA shall not be a third party beneficiary under this Agreement and shall have no rights, remedies or benefits hereunder. The foregoing notwithstanding, the provisions of this Section 19 are not, and shall not be construed to

be, an agreement or acknowledgment by the Lessees regarding a particular construction of any provision of the Street Agreement, or an acknowledgment by the Lessees of any obligation to perform any work pursuant to the Street Agreement.

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

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: _____
Name: JAMES T. CONNORS
Title: Deputy Director 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:

IN WITNESS WHEREOF, the parties have caused this Agreement 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: _____
Name: Michael L. Levy
Title: Chief Financial Officer

2 WORLD TRADE CENTER LLC

By: _____
Name: Michael L. Levy
Title: Chief Financial Officer

4 WORLD TRADE CENTER LLC

By: _____
Name: Michael L. Levy
Title: Chief Financial Officer

5 WORLD TRADE CENTER LLC

By: _____
Name: Michael L. Levy
Title: Chief Financial Officer

WESTFIELD WTC LLC

By: WESTFIELD WTC HOLDING LLC,

By: WESTFIELD AMERICA LIMITED PARTNERSHIP, its managing member

By: WESTFIELD AMERICA, INC., its general partner

By: _____
Name: Elizabeth P. Westman
Title: Secretary

SECURITY DRAWING REDACTED UNDER EXEMPTION (4)

WORLD TRADE CENTER MEMORIAL/CULTURAL CONSTRUCTION SITE ACCESS AGREEMENT

This **AGREEMENT** (this "Agreement"), made this 16th day of March 2006 by and among the **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("PANYNJ"), with offices located at 225 Park Avenue South, New York, New York 10003; **LOWER MANHATTAN DEVELOPMENT CORPORATION** ("LMDC"), a subsidiary of the New York State Urban Development Corporation d/b/a Empire State Development Corporation ("ESDC"), with offices at One Liberty Plaza, 20th Floor, New York, New York 10006; and **THE WORLD TRADE CENTER MEMORIAL FOUNDATION, INC.** (the "Foundation") with offices at One Liberty Plaza, 20th Floor, New York, New York 10006.

Introductory Statement

WHEREAS, LMDC and PANYNJ, as parties to the May 10, 2002 Cooperation Agreement (the "Cooperation Agreement"), seek to continue their successful cooperation and collaboration as both parties move forward to implement the approved plan for the redevelopment of the World Trade Center, referred to as the "World Trade Center Memorial and Redevelopment Plan" (the "Plan");

WHEREAS, LMDC has completed land use, environmental, historic preservation and other required reviews ("Regulatory Review") of the Plan and has approved the Plan under the UDC Act pursuant to a General Project Plan for the World Trade Center Memorial and Cultural Program dated June 2, 2004, as amended May 19, 2005 (as may be further amended, the "GPP") (capitalized terms used but not defined herein shall have the meanings set forth therefore in the GPP; words and phrases defined in this Agreement shall have the same meaning throughout this Agreement);

WHEREAS, LMDC, PANYNJ and the Foundation, under the February 1, 2006 Memorandum of Understanding (the "MOU"), established a schedule for completing the allocation of the property interests identified on the Site Diagram (as defined in the GPP);

WHEREAS, the MOU provides, among other things, that PANYNJ will enter into a site access agreement with LMDC and the Foundation permitting construction of the Memorial and Memorial Museum (the "Memorial and Memorial Museum") to begin by March 13, 2006 consistent with the Regulatory Review Documents; and

WHEREAS, LMDC will, consistent with the GPP, provide funds to the Foundation for the construction, ownership, and subsequent operation of the World Trade Center Memorial and Cultural Program (the "Memorial/Cultural Program") at the World Trade Center site ("WTC Site");

NOW THEREFORE, in consideration of their respective promises in this Agreement, and intending to be legally bound hereby, LMDC, PANYNJ, and the Foundation, agree as follows:

1. The following terms have the following meanings in this Agreement:

(a) "Permitees" means as to LMDC, PANYNJ, and/or the Foundation, respectively, their officers, directors, employees, agents, representatives, lessees, sublessees, designees, consultants, contractors, and subcontractors.

(b) "Parties" means LMDC, PANYNJ and the Foundation collectively.

(c) "Memorial/Cultural Work" means all work and activities of the Permitees of LMDC and/or the Foundation with respect to design, development, financing, construction, use, and operation of the Memorial/Cultural Program, including deliveries of materials and equipment; excavation; construction of footings, foundations, core and shell, and interior fit-out; installation of furnishings, fixtures, and equipment; commissioning; commencement and continuation of use, operation, maintenance, repairs, and all other activities (including fundraising activities) contemplated for the Memorial/Cultural Program, and all activities, work, and services, necessary, desirable, related to, and/or ancillary to, the foregoing.

(d) "PANYNJ Work" means the work and activities of PANYNJ and its respective Permitees requiring and/or involving access through the areas of the WTC on which the Memorial/Cultural Program is being constructed for construction of the Freedom Tower, WTC Transportation Hub ("HUB"), Central Chiller Plant, slurry wall and other construction activities on the WTC Site.

(e) "Site Utilities" means temporary facilities on the WTC Site for electricity, water, and waste treatment.

(f) The words "include" or "including" shall be construed as incorporating, also, "but not limited to" or "without limitation."

(g) The word "law" or "laws" means each and every law, rule, regulation, requirement, order, judgment, decree, or ordinance of every kind issued by any governmental authority and its Permitees.

(h) "Person" or "person" means an individual person, a corporation, partnership, limited liability company, trust, joint venture, proprietorship, estate, governmental authority, or other incorporated or unincorporated enterprise, entity or organization of any kind.

(i) "Memorial/Cultural Area" means the area of the WTC Site bounded by Fulton, Greenwich, Liberty and West Streets and shown in the GPP.

(j) "Hazardous material(s)" means any materials, substances, fluids, chemicals, gases, or other compounds the presence, use, storage, emission, drainage, leakage, effusion, modification, or disposition of which is prohibited by law or subject by law to specific procedures, controls, or restrictions, or which are otherwise deemed hazardous, toxic, poisonous, or unsafe.

2. Right of Access

PANYNJ shall provide access to the LMDC and the Foundation, and their respective Permittees, to the WTC Site for purposes of the Memorial/Cultural Work by LMDC and the Foundation pursuant to WTC Site construction regulations, as applicable, including but not limited to regulations for access, site operations, coordination, management, security and such other requirements as the PANYNJ may reasonably impose consistent with the attached **Exhibit A** "Construction Access and Management Guidelines/Standards". Additionally, the LMDC and the Foundation agree to construct the Memorial and Memorial Museum within the area generally shown on attached **Attachment 1**. LMDC and the Foundation recognize that the PANYNJ will be conducting construction activities related to PATH in the area generally shown on attached **Attachment 1**.

3. Insurance and Indemnification.

(a) Either LMDC or the Foundation shall procure and maintain or cause to be procured and maintained in effect during the performance of their respective construction work insurance policies that include PANYNJ as an additional insured party, with insurance coverages as further set forth in either **Exhibit B-1 or Exhibit B**, attached to and made a part of this Agreement. The insurance requirements set forth in **Exhibit B-1** shall apply during the time period commencing upon or prior to the beginning of the Memorial/Cultural Work in the Memorial/Cultural Area and extend for a period of not more than 45 days thereafter (any such lesser time period to be determined by the Foundation in its discretion) and the insurance requirements set forth in **Exhibit B** shall apply thereafter. PANYNJ shall procure and maintain or cause to be procured and maintained in effect during the performance of PANYNJ Work insurance policies that include the LMDC and the Foundation as additional insured parties, with insurance coverages as further set forth in **Exhibit C**, attached to and made a part of this Agreement.

(b) PANYNJ shall indemnify, defend, reimburse and hold harmless LMDC and the Foundation and their respective Permitees (the "PANYNJ Indemnitees") from and against any and all loss, claims, liability and demands of any persons, including Permittees (including those for cleanup, removal, remediation, response, environmental testing or monitoring, personal injury, disease, death, property damage and/or damages resulting from or caused by Hazardous Materials), whenever arising, resulting from or relating to (i) any acts or omissions of PANYNJ, or of PANYNJ's Permitees at the WTC Site, or (ii) Hazardous Materials, existing prior to or on the date of this Agreement on or about the Memorial/Cultural Area or the WTC Site, or (iii) Hazardous Materials, if any, first brought on to the Memorial/Cultural Area or the WTC Site by the PANYNJ or the PANYNJ's Permitees after the execution of this Agreement by all Parties. If so requested, PANYNJ, at its own cost and expense, shall defend the PANYNJ Indemnitees from and against any legal actions or proceedings brought against any of them for any claim covered by the indemnity set forth in this paragraph and in handling such claim PANYNJ shall not, without obtaining express advance permission from the General Counsel of the LMDC, raise any defense involving in any way the jurisdiction of the

tribunal over the person of the LMDC, the immunity of the LMDC, its Board Members, officers, agents or employees, the governmental nature of the LMDC, or the provision of any statutes respecting suits against the LMDC. This indemnity shall cover and include, also, all reasonable fees and costs of attorneys and consultants, and costs of litigation, defense, and settlement, incurred by the respective PANYNJ Indemnitees. This Article 3(b) shall not apply solely to claims brought by LMDC's or the Foundation's contractors or subcontractors for construction delay.

(c) LMDC shall indemnify, defend, reimburse and hold harmless the PANYNJ and the Foundation and their respective Permitees (the "LMDC Indemnitees") from and against any and all claims and demands of any persons, including Permitees (including those for cleanup, removal, remediation, response, environmental testing or monitoring, personal injury, disease, death, property damage and/or damages resulting from or caused by Hazardous Materials), whenever arising, resulting from or relating to (i) any acts or omissions of LMDC, or of LMDC's Permitees at the WTC Site, or (ii) Hazardous Materials, if any, first brought on to the WTC Site by the LMDC or LMDC's Permitees after the execution of this Agreement by all Parties. If so requested, LMDC, at its own cost and expense, shall defend the LMDC Indemnitees from and against any legal actions or proceedings brought against any of them for any claim covered by the indemnity set forth in this paragraph and in handling such claim LMDC shall not, without obtaining express advance permission from the General Counsel of the PANYNJ, raise any defense involving in any way the jurisdiction of the tribunal over the person of the PANYNJ, the immunity of the PANYNJ, its Commissioners, officers, agents or employees, the governmental nature of the PANYNJ, or the provision of any statutes respecting suits against the PANYNJ. This indemnity shall cover and include, also, all reasonable fees and costs of attorneys and consultants, and costs of litigation, defense, and settlement, incurred by the respective LMDC Indemnitees. This Article 3(c) shall not apply solely to claims brought by PANYNJ or the Foundation's contractors or subcontractors for construction delay.

(d) The Foundation shall indemnify, defend, reimburse and hold harmless PANYNJ and the LMDC and their respective Permitees (the "Foundation Indemnitees") from and against any and all claims and demands of any persons, including Permitees (including those for cleanup, removal, remediation, response, environmental testing or monitoring, personal injury, disease, death, property damage and/or damages resulting from or caused by Hazardous Materials), whenever arising, resulting from or relating to (i) any acts or omissions of the Foundation, or of the Foundation's Permitees at the WTC Site, or (ii) Hazardous Materials, if any, first brought on to the WTC Site by the Foundation or Foundation's Permitees after the execution of this Agreement by all Parties. If so requested, the Foundation, at its own cost and expense, shall defend the Foundation Indemnitees from and against any legal actions or proceedings brought against any of them for any claim covered by the indemnity set forth in this Paragraph and in handling such claim the Foundation shall not, without obtaining express advance permission from the General Counsel of the PANYNJ, raise any defense involving in any way the jurisdiction of the tribunal over the person of the PANYNJ, the immunity of the PANYNJ, its Commissioners, officers, agents or employees, the governmental nature of

the PANYNJ, or the provision of any statutes respecting suits against the PANYNJ. Furthermore, in handling any such claim the Foundation shall not, without obtaining express advance permission from the General Counsel of the LMDC, raise any defense involving in any way the jurisdiction of the tribunal over the person of the LMDC, the immunity of the LMDC, its Board Members, officers, agents or employees, the governmental nature of the LMDC, or the provision of any statutes respecting suits against the LMDC. This indemnity shall cover and include, also, all reasonable fees and costs of attorneys and consultants, and costs of litigation, defense, and settlement, incurred by the respective Foundation Indemnitees. This Article 3(d) shall not apply solely to claims brought by LMDC's or the PANYNJ's contractors or subcontractors for construction delay.

4. Project Development Agreement for Memorial/Museum, VOEC and Central Chiller Plant ("PDA").

The Parties agree to continue to diligently negotiate in good faith the terms of the PDA, which shall include among other items provisions with respect to project boundaries, design coordination, construction schedules and turn-over dates and LMDC's and the Foundation's share, if any, of certain common and exclusive infrastructure costs and be fully executed by the Parties on or about March 31, 2006. Furthermore, LMDC/Foundation agrees to reimburse the PANYNJ for the design and construction of shared footings and foundations in the PATH Track Area supporting Memorial structures above and including any associated utility relocations based upon a mutually agreeable cost sharing methodology and an estimated construction cost. Agreement to proceed would be based upon a conditional written approval by both parties within two weeks of receipt of bid from PANYNJ's contractor for reasonable direct and other applicable costs as mutually agreed to amongst the parties.

5. Certain Costs.

The Parties agree to negotiate in good faith regarding responsibility for the actual cost of services provided by the PANYNJ and described in Section II of the "Construction Access and Management Guidelines/Standards" attached as **Exhibit A**.

6. Hazardous Materials Costs

PANYNJ agrees to pay the cost of environmental testing, monitoring, removal, remediation, cleanup, and response in compliance with applicable laws, of any Hazardous Materials present on or about the Memorial/Cultural Area or WTC Site prior to or on the date of this Agreement, that must be tested, monitored, removed, remediated, cleaned up, or responded to or otherwise addressed in connection with the Memorial/Cultural Work or otherwise. Any such activities, if required, shall be performed by PANYNJ utilizing contractors approved by PANYNJ.

PANYNJ agrees to pay the cost of environmental testing, monitoring, removal, remediation, cleanup, and response in compliance with applicable laws, of any Hazardous Materials, brought on or about the Memorial/Cultural Area or the WTC Site by the

PANYNJ or its Permitees, after the execution of this Agreement by all Parties, that must be tested, monitored, removed, remediated, cleaned up, or responded to or otherwise addressed in connection with the Memorial/Cultural Work or otherwise. Any such activities, if required, shall be performed in a reasonably prompt manner by PANYNJ utilizing contractors approved by PANYNJ.

LMDC and the Foundation, respectively, each agree to pay the cost of environmental testing, monitoring, removal, remediation, cleanup, and response in compliance with applicable laws, of any Hazardous Materials, if any, first brought on or about the Memorial/Cultural Area or WTC Site by that party or its respective Permitees, after the execution of this Agreement by all Parties, that must be tested, monitored, removed, remediated, cleaned up, or responded to or otherwise addressed in connection with the construction of Memorial/Cultural Work or otherwise. Any such activities, if required, shall be performed in a reasonably prompt manner by the party (either LMDC or the Foundation, as the case may be) who brought, or whose Permitees brought, the Hazardous Materials to the Memorial/Cultural Area or WTC Site utilizing contractors reasonably acceptable to PANYNJ.

7. Contractor Non-Disclosure Agreement.

The Parties acknowledge and affirm that as of the date of this Agreement, PANYNJ has retained Phoenix Construction ("Phoenix") to construct its projects and the Foundation has retained Bovis Lendlease ("Bovis"), a joint venture partner of Phoenix, to construct its projects. The Parties (a) acknowledge that they desire Phoenix, on behalf of Bovis, and Bovis to dedicate two independent and separate workforces for their respective projects and have established a mitigation plan which will require the Bovis employees assigned to these workforces to each execute a Non-Disclosure Agreement, (b) agree to retain an integrity monitor to audit the contracting teams of each project, and (c) agree to permit the integrity monitor and the PANYNJ's Inspector General to have access to both contracting teams books, records, invoices and project work sites.

8. United States Department of Housing and Urban Development (HUD) Requirements.

The Parties agree that any work performed in connection with projects that are funded by HUD shall comply with applicable HUD requirements. PANYNJ and LMDC and Foundation shall each require its contractors to comply with such HUD requirements.

9. Federal Transit Administration (FTA) Requirements.

The Parties agree that any work performed in connection with projects that are funded by the FTA shall comply with applicable FTA requirements. PANYNJ and LMDC and Foundation shall each require its contractors to comply with such FTA requirements.

10. PANYNJ agrees to execute and file, upon the written request of the Foundation or LMDC any governmental filings relating to the WTC Site (such as, for example, applications for license and permits) as may be necessary for the conduct of the Memorial/Cultural Work; provided, however, that the party requesting such execution

and filing shall pay all costs and expenses relating thereto (including reasonable attorneys' fees of the party asked to execute and file the same). However, notwithstanding the foregoing, nothing in this Article shall be deemed to supersede, contradict, or nullify anything set forth in Article 3(b), (c), or (d) or Article 6, which shall govern in the event of any conflict with this Article 10.

11. Attached hereto as **Exhibit D** is the current schedule for the Memorial/Cultural Work, which PANYNJ hereby approves. From time to time, LMDC and/or the Foundation shall submit updates of this schedule (with at least 30 and 60 day "look aheads") to PANYNJ; and PANYNJ agrees that it shall advise LMDC and/or the Foundation with ten days after receipt of such updates of issues or problems for resolution. If PANYNJ does not respond within such ten-day period, PANYNJ shall be deemed to have accepted the then-updated schedule.

12. The Tenant Construction Application (TCA) process in **Exhibit A** shall not apply to the Memorial/Cultural work, which shall be governed by the modified TCA process described in section 2.4 of the MOU.

13. Each party, where applicable, shall cause its contractors and Permitees to include LMDC, the Foundation, and PANYNJ as indemnitees under the indemnification provisions of their various construction and service agreements. However, notwithstanding the foregoing, nothing in this Article shall be deemed to supersede, contradict, or nullify anything set forth in Article 3(b), (c), or (d) or Article 6, which shall govern in the event of any conflict with this Article 13.

14. Each of LMDC, PANYNJ, and the Foundation shall require their respective Permitees to comply with applicable laws in conducting their activities on the WTC Site.

15. Any and all notices or communications provided by either party pursuant to this Agreement shall be sent either (i) by hand, with confirmation of receipt, or (ii) by certified letter or overnight courier to the following addresses:

PANYNJ:
The Port Authority of New York and New Jersey
115 Broadway – 10th Floor
New York, New York 10003
Attention: Steven Plate, Director Priority Capital Programs

with a copy to:
The Port Authority of New York and New Jersey
225 Park Avenue South
New York, New York 10003
Attention: General Counsel

LMDC:
Lower Manhattan Development Corporation
One Liberty Plaza, 20th Floor
New York, New York 10006
Attention: Anne Papageorge, Senior Vice President

and with a copy to:
Lower Manhattan Development Corporation
One Liberty Plaza, 20th Floor
New York, New York 10006
Attention: General Counsel

The Foundation:
The World Trade Center Memorial Foundation
One Liberty Plaza, 20th Floor
New York, New York 10006
Attention: William Goldstein, Executive Vice President of Construction

and with a copy to:
The World Trade Center Memorial Foundation
One Liberty Plaza, 20th Floor
New York, New York 10006
Attention: General Counsel

16. This Agreement may not be assigned by any party hereto, except that LMDC may assign this Agreement to ESDC and/or the Foundation. This Agreement shall inure to the benefit of and bind the Parties and their representatives, successors and assigns. This Agreement shall be governed by and construed under the laws of the State of New York without giving effect to its conflict of law principles.

17. The rights granted to LMDC and/or the Foundation pursuant to this Agreement are without cost, charge, or expense except as otherwise specifically set forth in this Agreement.

18. Each of LMDC, PANYNJ and the Foundation releases and waives, as against the others, any right of subrogation with respect to any claim or legal proceeding covered by any insurance policy procured by such party, except, however, for any claims, liability or matter relating to Hazardous Materials covered by Article 3(b), (c), or (d) or Article 6.

19. Nothing in this Agreement, express or implied, is intended to confer on any Person–other than the parties hereto–any rights, obligations, liabilities, or remedies; to constitute PANYNJ or LMDC or the Foundation, as partners or co-venturers; or to waive any claim or right of any party hereto against any Person who is not a party hereto. Notwithstanding the foregoing, the Permitees of the respective Parties shall have the ability to directly enforce the provisions of Articles 3(b), (c), and (d) which benefit those Permitees.

20. Neither the Commissioners of PANYNJ, nor the directors of LMDC, nor the directors of Memorial Foundation, nor any of them, nor any officer, agent or employee thereof shall be charged personally with any liability or held liable 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.

21. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

22. This Agreement may be amended or modified only by a written instrument executed by the party or parties asserted to be bound thereby.

23. This Agreement may be signed in counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts shall together constitute but one and the same instrument. Copies of this Agreement showing the true signatures of the respective parties, whether produced by photographic, digital, computer, or other reproduction may be used for all purposes as originals.

IN WITNESS WHEREOF, LMDC, PANYNJ, and the Foundation have caused this Agreement to be duly executed the date and year first written above.

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By:_____
Name: Kenneth J. Ringelr, Jr.
Title: Executive Director

LOWER MANHATTAN DEVELOPMENT
CORPORATION

By:_____
Name:
Title:

THE WORLD TRADE CENTER
MEMORIAL FOUNDATION, INC.

By:_____
Name:
Title:

IN WITNESS WHEREOF, LMDC, PANYNJ, and the Foundation have caused this Agreement to be duly executed the date and year first written above.

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By:_____
Name:
Title:

LOWER MANHATTAN DEVELOPMENT
CORPORATION

By:_____
Name: Stefan Pryor
Title: President

THE WORLD TRADE CENTER
MEMORIAL FOUNDATION, INC.

By:_____
Name: Gretchen Dykstra
Title: President + CEO

STATE OF New York)
) ss.:
COUNTY OF New York)

On the 10th day of March in the year 2006, before me, the undersigned, personally appeared Kenneth S Ringler, Jr, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

TIMOTHY G. STICKELMAN
Notary Public, State of New York
No. 02ST6086913
Qualified in Suffolk County
Commission Expires on February 3, 2007

STATE OF New York)
) ss.:
COUNTY OF New York)

On the 10th day of March in the year 2006, before me, the undersigned, personally appeared Gretchen Dykstra, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Irene Chang
Notary Public

IRENE CHANG
Notary Public, State of New York
No. 02CH5034129
Qualified in New York County
Commission Expires Nov. 7, 2006

STATE OF New York)
) ss.:
COUNTY OF New York)

On the 10th day of March in the year 2006, before me, the undersigned, personally appeared Stefan Pryor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

IRENE CHANG
Notary Public, State of New York
No. 02CH6094129
Qualified in New York County
Commission Expires Nov. 7, 2006

ATTACHMENT 1

SECURITY DRAWING REDACTED UNDER EXEMPTION (4)

EXHIBIT A

EXHIBIT A

CONSTRUCTION ACCESS AND MANAGEMENT GUIDELINES/STANDARDS

I. Site Logistics and Coordination

LMDC/Foundation on-site activities will be conducted in accordance with this Exhibit, which provides for the overall coordination of the various construction projects at the WTC Site. In connection with the logistics and coordination for the WTC Site, LMDC/Foundation shall cooperate with the Authority's WTC Site Construction Coordinator (SCC) in cooperation with the Lower Manhattan Construction Command Center (LMCCC) in the daily management and coordination of all construction activities performed by all entities constructing throughout and adjacent to the WTC Site to ensure that all work is coordinated. LMDC/Foundation shall provide appropriate input as requested by the SCC to permit the Authority's Construction Management Consultant (CM) to perform the following tasks effectively in support of the needs of all construction activities at or near the WTC Site:

- Develop a detailed integrated master construction schedule using the Critical Path Method (CPM) that identifies and integrates all WTC Site contracts, facility operations, or activities that interface in any way with the work at or adjacent to the WTC Site.

- Develop coordinated construction logistics and access plans that permit concurrent construction activities by all parties at or adjacent to the WTC Site. Identify conflicts and make recommendations to the applicable parties and the LMCCC to ensure that delays and their impacts are minimized.

- Coordinate with all parties including utility companies and other entities as required to ensure that the access to WTC Site is maintained at all times.

- Coordinate all site construction activities as required to ensure that PATH and MTA operations, and maintenance and protection of traffic and pedestrians are not disrupted and safety is not comprised.

- Schedule, participate in, take meeting minutes for and/or facilitate weekly construction coordination meetings or as necessary or required by the Authority.

- Develop, implement and monitor a coordinated WTC Site Safety Program for all contractors working within the WTC Site including, but not limited to, performing site inspections, providing worker training, reviewing contractor's Health and Safety Plans (HASP) and enforcing compliance with the approved program and applicable regulations.

- Audit Environmental Performance Commitments (EPCs) and regulatory compliance plans applicable to the specific projects at the WTC site. Based on such audits, evaluate the extent of compliance and propose measures to the applicable parties and the LMCCC to mitigate noncompliance and coordinate resolution.

- Audit the historic resource and archaeological protection plans and other commitments (including contract provisions) applicable to the specific projects at the WTC site. Based on such audits, evaluate the extent of compliance and propose measures to the applicable parties and the LMCCC to mitigate noncompliance and coordinate resolution.

In general, vehicles will not be permitted to stage or queue on public streets. LMDC/Foundation must submit to the SCC a plan for the orderly delivery of materials and equipment to the WTC Site utilizing the best principles and practices of just-in-time delivery.

Before the start of work, LMDC/Foundation must also submit to the SCC a complete and comprehensive staging and logistics plan detailing the following:

- Place, location and duration of all temporary facilities and structures including trailers, sanitary facilities, storage sheds and the like.
- The staging and sequencing of work, detailing material lay down areas, equipment placement hoists, generators and other such large equipment, cranes, etc.
- System for rubbish removal and site housekeeping.
- Refueling and fuel storage facilities.
- Provisioning of temporary power and light.
- Site truck access and interior movements.
- Site specific safety plan.

II. General Site Operations, Maintenance and Security

The Authority shall manage and administer the operation, maintenance and security of the WTC Site, including, but not limited to, establishing and modifying as necessary the WTC Site Rules and Regulations, establishing and publishing a site-wide Traffic Management Plan for the use of all pedestrians and vehicles inside the WTC Site, establishing security policy and standards as part of the WTC Site Security Plan, the operation and maintenance of services provided to all occupants ("Common Services"), law enforcement services, and monitoring for compliance to all established operational, maintenance, and security policies and standards.

LMDC/Foundation shall develop a construction site security plan, in cooperation with the SCC and subject to Authority approval, in order to govern the security of LMDC/Foundation construction areas within the WTC Site. Each construction site security plan shall be subordinate to the WTC Site Security Plan.

The WTC Site Security Plan shall establish requirements for access control, communications, document control, emergency response, WTC ID prerequisites, WTC Site ID training requirements, security guard standard operating procedures, access points for both pedestrians and vehicles, access and escort procedures for both pedestrians and vehicles, security guard staffing requirements, and shall include copies of all subordinate construction site security plans. The SCC shall monitor all areas of the WTC Site for compliance to the WTC Site Security Plan and subordinate construction site security plans.

Maintenance of demised areas and specific improvements being constructed by LMDC/Foundation shall be the responsibility of and managed by LMDC/Foundation. The Authority shall provide Common Services unless other agreements are established for the provision of these services. Common Services shall include, but not be limited to, general

maintenance, cleaning, and snow removal for pedestrian and vehicular paths identified on the WTC Site Traffic Management Plan, site utilities which are provided for the convenience or safety of all occupants, Authority owned and operated sump pumps and de-watering facilities, general site lighting, slurry wall maintenance, Authority owned and operated ramp maintenance, etc. The Authority shall manage any public facilities and services including facilities available to victims' families during construction.

LMDC/Foundation shall cooperate fully, fairly, reasonably and in good faith with other entities constructing at the WTC Site in all respects in connection with the redevelopment and rebuilding of the new WTC Site, to coordinate it's efforts and interfere as little as possible with other's development and construction activities, and to respect and elevate to the highest priority the safety and security issues affecting the WTC Site and its occupants.

III. Site Access

For the duration of the construction period to complete all projects, access to and within the WTC Site shall be managed by the SCC in accordance with the provisions of this Exhibit with the SCC also having responsibility for and managing WTC Site Security. Conflicting needs for access to and use of the WTC Site for the performance of work at the WTC Site shall be resolved by mutual agreement in accordance with the principles set forth in this Exhibit.

Access in and around the WTC Site shall be subject to periodic modification as the construction work progresses, security and safety requirements including information from the intelligence community, requirements imposed by political entities and other entities which by agreement or applicable law have jurisdiction over the WTC Site or adjacent streets and/or access routes, and other causes and conditions beyond the control of the Authority. Subject to these limitations, the following access requirements will be considered to support the need for efficient and continuous construction activity:

- Access to the B6 level of the bathtub shall be available to LMDC/Foundation using the existing south-north ramp subject to vehicle type and size, load and structural limitations governing the use of the ramp and operational requirements of the Authority. The use of the ramp shall be shared by all entities constructing at the WTC Site (and their contractors, agents and representatives) with equal priority through a good faith cooperative joint effort to coordinate delivery and other schedules among all entities. The ramp shall remain in place as long as possible but in no event shall it impede the progress of construction of the WTC Memorial or WTC Hub.

- Logistics within the bathtub, including, staging, storage or truck queuing on or near the access points to the ramp shall be coordinated with a focus on maintaining clear, unobstructed access to the base of the ramp, providing required emergency evacuation paths through the WTC Site from PATH as are designated now or as may be relocated in the future to accommodate construction of the WTC Memorial and WTC Hub.

- Shared access shall be maintained along the west access road (the Haul Road) from the Vesey Street intersection to the Cedar Street intersection for the duration that the road is in place prior to construction of the new northbound lanes in West Street.

- The Authority shall seek a commitment from NYSDOT to provide continuous access to the haul road from both north and south bound lanes of West Street.

- The Authority shall seek a commitment from the NYSDOT and NYCDOT that Vesey Street shall be closed to non-construction traffic for all phases of WTC Site construction, access for construction vehicles shall be maintained as possible from Church Street and West Street, and any reconfiguration of the Vesey Street walkway shall not materially reduce access for vehicles pursuant to applicable NYSDOT and/or NYCDOT permits.

The security of the WTC Site and access (including all traffic management) to and within the WTC Site will be managed and conducted in a manner that seeks to accommodate the needs of all entities who are conducting any construction or related activities on the WTC Site sufficient for the timely construction of all elements of the WTC Master Plan within the applicable construction schedules. LMDC/Foundation shall work cooperatively to ensure that access for the benefit of other parties work is accommodated.

In connection with, and as a condition to, its entry onto the WTC Site, the LMDC/Foundation recognizes that portions of the WTC Site have been leased to 1 World Trade Center LLC, 2 World Trade Center LLC, 4 World Trade Center LLC and 5 World Trade Center LLC (collectively, the "Office Lessees") and that the Office Lessees have rights to various portions of the WTC Site pursuant to their respective Leases and other Agreements. The LMDC/Foundation's entry onto the WTC Site and activities thereon are not intended to and shall not diminish, adversely affect or interefere with the Office Lessees' rights under the Leases or the Other Agreements and no such rights have been waived by the Office Lessees.

Con Edison's and Verizon/ECS's access to the WTC Site to repair, replace, or upgrade its facilities supplying the WTC Site or other locations in lower Manhattan as required to maintain the safety, adequacy, or reliability of such service shall be coordinated through the SCC.

IV. Safety

LMDC/Foundation shall prepare and implement the programs, plans, and procedures required by the Authority to protect worker health and safety, and shall conform with Federal, state, and local codes, rules, regulations, and ordinances, including those established by the Authority with respect to worker and public safety. Individuals who do not follow these programs, plans, and procedures shall be subject to immediate removal from the WTC Site and suspension or revocation of privileges to enter the WTC Site. Each Contractor shall prepare a site-specific health and safety plan and submit to the Authority for review and approval prior to start of work.

V. Construction

Construction activity at the WTC Site shall commence only after receiving Authority approval in the form of one of the following:

- signed Tenant Construction Application (TCA) or Tenant Alteration Application (TAA) granting full or conditional approval to proceed with construction
- fully executed contract with the Authority, if applicable
- other fully executed agreement with the Authority containing conditions for construction and/or redevelopment activity.

VI. Dispute Resolution

Nothing contained herein shall limit or affect any provisions requiring LMDC/Foundation to cooperate fully, fairly, reasonably and in good faith in all respects in connection with the redevelopment and rebuilding of the WTC Site, to coordinate their efforts and interfere as little as possible with other entities development and construction activities and to negotiate in good faith such agreements as may be necessary to effectuate such redevelopment and rebuilding.

When an entity covered by this Exhibit feels aggrieved by the actions of another entity constructing on the WTC Site, the SCC shall be notified within 24 hours of the occurrence or such knowledge that a resolution of a conflict in coordination could not be reached through standard construction coordination methods. The SCC will immediately assemble the senior on site representatives from each entity to assess the dispute. The SCC will attempt to resolve the dispute in the best interest of all entities to achieve effective overall site management and coordination.

In the event agreement on resolving conflicting needs for access to and use of the WTC Site for the performance of work, including construction phasing, staging and coordination, can not be achieved on this level, the matter shall be referred to the LMCCC for resolution giving due consideration to the priorities set forth in the integrated master construction schedule for the redevelopment of the WTC Site. The SCC will advise the LMCCC of the dispute and the implications of the schedule impacts of the dispute. The LMCCC will review and mediate disputes.

In the event the dispute is not resolved the entities reserve all rights, remedies in contract and/or law that they may have, including the Authority's right to revoke access to the WTC Site.

EXHIBIT B

EXHIBIT B

Insurance Requirements – WTC Memorial/Cultural Construction Site Access Agreement for Memorial/Memorial Museum, Visitor's Orientation Center

The LMDC/Memorial Foundation shall or shall cause its contractors to procure, maintain, and pay the premiums on Commercial General Liability Insurance and Excess Liability Insurance, including but not limited to premises-operations, products-completed operations, and independent contractors coverage, with contractual liability language covering the obligations assumed by LMDC/Foundation under this Agreement and, if vehicles are to be used to carry out the performance of this Agreement, then LMDC/Foundation shall or shall cause its contractors to also take out, maintain, and pay the premiums on Automobile Liability Insurance covering owned, non-owned, and hired autos in the following minimum limits:

Commercial General Liability Insurance and Excess Liability Insurance - $ 202 million combined single limit per occurrence for bodily injury and property damage liability and aggregate limit of $204 million, reinstated annually, including terrorism.

Automobile Liability Insurance - $ 5 million combined single limit per accident for bodily injury and property damage liability.

Also, the liability/excess policy (ies) shall name the Port Authority of New York and New Jersey as an additional insured, including but not limited to premise-operations and products-completed operations on the Commercial General Liability Policy, with follow form coverage on the Excess Liability. The liability policies and certificate of insurance shall contain language providing severability of interests so that coverage will respond as if separate policies were in force for each insured (except that the limits are shared). Furthermore, LMDC/Foundation's insurance shall be primary insurance, except that, in LMDC's/Foundation's discretion, insurance maintained by persons or entities other than PANYNJ or its Permittees may be primary to the LMDC/Foundation insurance herein. With respect to the obligations assumed by LMDC/Foundation under this Agreement, any insurance or self insurance maintained by the Port Authority of New York and New Jersey covering such assumed obligations shall not contribute to any loss or claim. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

The certificate of insurance for the liability policies must contain the following endorsement for the above liability coverages:

"The insurer(s) shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the Tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority."

Additionally, LMDC/Foundation shall procure, maintain and pay the premiums on, Professional Liability insurance and Builder's Risk insurance, including Terrorism insurance in the following limits:

Builder's Risk Insurance - 100% replacement cost, on a step up basis per occurrence and for materials that are owned by or the responsibility of the Foundation, stored off-site and in transit in such amounts as to cover the replacement cost of all such materials while property is stored off premises or in transit.

Terrorism Coverage - $100 million limit per occurrence, and in the aggregate if such occurrence coverage is commercially available.

Professional Liability Insurance – $10 million per occurrence, covering acts, errors and omissions arising out of the work or services performed by the LMDC/Foundation, or any person employed by LMDC/Foundation.

Workers' Compensation Insurance in accordance with the requirements of law in the state(s) where work will take place, and Employer's Liability Insurance with limits of not less than $500,000 each accident.

Each policy above shall contain a provision that the policy may not be canceled, terminated, or modified without at least thirty (30) days', ten (10) days for non-payment, prior written notice to each other Party at the location where the work will take place and to each respective Party at its office of Risk Management.

The named insured party may at any time during the term of this Agreement change or modify the limits and coverages of insurance.

Upon the start of work, the LMDC and Memorial Foundation shall submit an original certificate of insurance to the Port Authority of New York and New Jersey. This certificate of insurance MUST show evidence of the above insurance policy (ies). Upon request by the Port Authority, the LMDC and Memorial Foundation shall furnish to the General Manager, Risk Management, a certified copy of each policy, including the premiums.

If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if so directed, LMDC/Foundation shall suspend performance of the contract at the premises.

Renewal certificates of insurance or policies shall be delivered to the Port Authority at least ten (10) days prior to the expiration date of each expiring policy. The requirements for insurance procured by the LMDC and Memorial Foundation shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the LMDC and Memorial Foundation under this Agreement. The insurance requirements are not a representation by the

Authority as to the adequacy of the insurance to protect the LMDC and Memorial Foundation against the obligations imposed on them by law or by this or any other Contract.

EXHIBIT B-1

Exhibit B-1

Owner Provided Coverages:

- Commercial General Liability

  $1,000,000 per occurrence
  $2,000,000 general aggregate
  $1,000,000 products aggregate
  Deductible: $5,000

- Excess Liability

  $10,000,000 per occurrence
  $10,000,000 general aggregate

Contractor Provided Coverage

- Worker's Compensation Coverage (including occupational disease)

- Employer's Liability

  $500,000 limit each accident
  $500,000 limit each employee/disease
  $500,000 limit disease/policy limit

- Commercial General Liability

  $10,000,000 per occurrence
  $10,000,000 aggregate per project basis
  *The limit may be provided through a combination of primary and umbrella/excess liability policies.

- Commercial Automobile Liability

  Combined single limit for Bodily Injury and Property Damage of at least $1,000,000 per occurrence.
  *The limit may be provided through a combination of primary and umbrella/excess liability policies.

EXHIBIT C

EXHIBIT C

PANYNJ Insurance Requirements

The PANYNJ shall or shall cause its contractors to procure, maintain, and pay the premiums on Commercial General Liability Insurance, including but not limited to premises-operations, products-completed operations, and independent contractors coverage, with contractual liability language covering the obligations assumed by PANYNJ under this Agreement and, if vehicles are to be used to carry out the performance of this Agreement, then PANYNJ shall or shall cause its contractors to also take out, maintain, and pay the premiums on Automobile Liability Insurance covering owned, non-owned, and hired autos in the following minimum limits:

Commercial General Liability Insurance - $ 1 billion combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - $ 5 million combined single limit per accident for bodily injury and property damage liability.

Also, the liability policy (ies) shall name the LMDC and the Foundation as additional insured, including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. Furthermore, PANYNJ's insurance shall be primary insurance as respects to the above additional insured (s), its representatives, officials, and employees. Any insurance or self insurance maintained by the above additional insured (s) shall not contribute to any loss or claim. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

The certificate of insurance and liability policy (ies) must contain the following endorsement for the above liability coverages:

"The insurer(s) shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the Tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority."

Additionally, PANYNJ shall or shall cause its contractors to procure, maintain, and pay the premiums, under this Agreement, on Professional Liability insurance, Builder's Risk insurance and Terrorism insurance in the following limits:

Builder's Risk Insurance - $1 billion and a limit of $10 Million per occurrence for materials stored off-site and a limit of $10 Million per occurrence for materials in transit.

Terrorism Insurance - $100 million limit per occurrence.

Professional Liability Insurance – $10 million per occurrence, covering acts, errors and omissions arising out of the work or services performed by the PANYNJ, or any person employed by PANYNJ.

Pollution Liability Insurance - (including lead abatement liability): PANYNJ or its contractor or subcontractor shall procure, maintain, and pay premiums on a Pollution Liability Insurance Policy, including lead abatement liability, on an occurrence basis, providing coverage for bodily injury liability, property damage, or environmental damage caused by pollution conditions, with a limit of liability of not less than $100 million/occurrence and $100 million/aggregate. The Policy shall name all contractors, subcontractors, and PANYNJ and LMDC/Foundation when applicable, as additional insureds. The policy shall include coverage for environmental cleanup on land, in air, and on water. The policy shall include coverage for completed operations (for 2 years after the completion of the each project), gradual and sudden and accidental pollution coverage, with a time element of no less than 7 days notice and 30 days reporting. The policy shall not contain a sunset provision, or any other provision, which would prohibit the reporting of a claim and the subsequent defense and indemnity that would normally be provided by the policy. The policy shall contain a waiver of subrogation in favor of the PANYNJ.

The policy shall provide transportation coverage for the hauling of lead based materials, including but not limited to lead paint, from the construction site to the final disposition location. Deductibles are subject to the approval of PANYNJ or LMDC/Foundation and shall not reduce the limit of liability. The policy form must "pay on behalf of" rather than "indemnify the insured". The insurance shall be primary insurance as respects PANYNJ or LMDC/Foundation, its representatives, officials, and employees. Any insurance or self-insurance maintained by PANYNJ or LMDC/Foundation shall be excess of this insurance and shall not contribute with it. The policy shall provide pollution coverage as respects lead based materials, including but not limited to lead paint for all phases of the abatement process. The policy shall not contain any provisions or definition that would serve to eliminate third party over-claims, including exclusions of the premises owner.

Protection and Indemnity: Protection and Indemnity Insurance and Chartered Legal Liability Insurance, if applicable. Prior to commencement of any work using watercraft, evidence of Protection and Indemnity Insurance and Chartered Legal Liability Insurance shall be furnished to the Engineer, where applicable, relating to the operation,

maintenance or use of any vessel (whether self-propelled or being towed) in connection with work to be performed in this contract, in a limit of liability of not less than $5 million for any one occurrence.

Railroad Protective Liability Insurance: In the name of the applicable railroad, covering property damage and bodily injury liability, including death, with a minimum limit of $2 million per occurrence and $6 million in the aggregate, or with coverages and limits as specifically required by such railroad, if applicable.

PANYNJ shall or shall cause its contractors to procure, maintain, and pay the premiums on Workers' Compensation Insurance in accordance with the requirements of law in the state(s) where work will take place, and Employer's Liability Insurance with limits of not less than $1 million each accident.

Each policy above shall contain a provision that the policy may not be canceled, terminated, or modified without thirty (30) days' prior written notice to each other Party at the location where the work will take place and to each respective Party at its office of Risk Management.

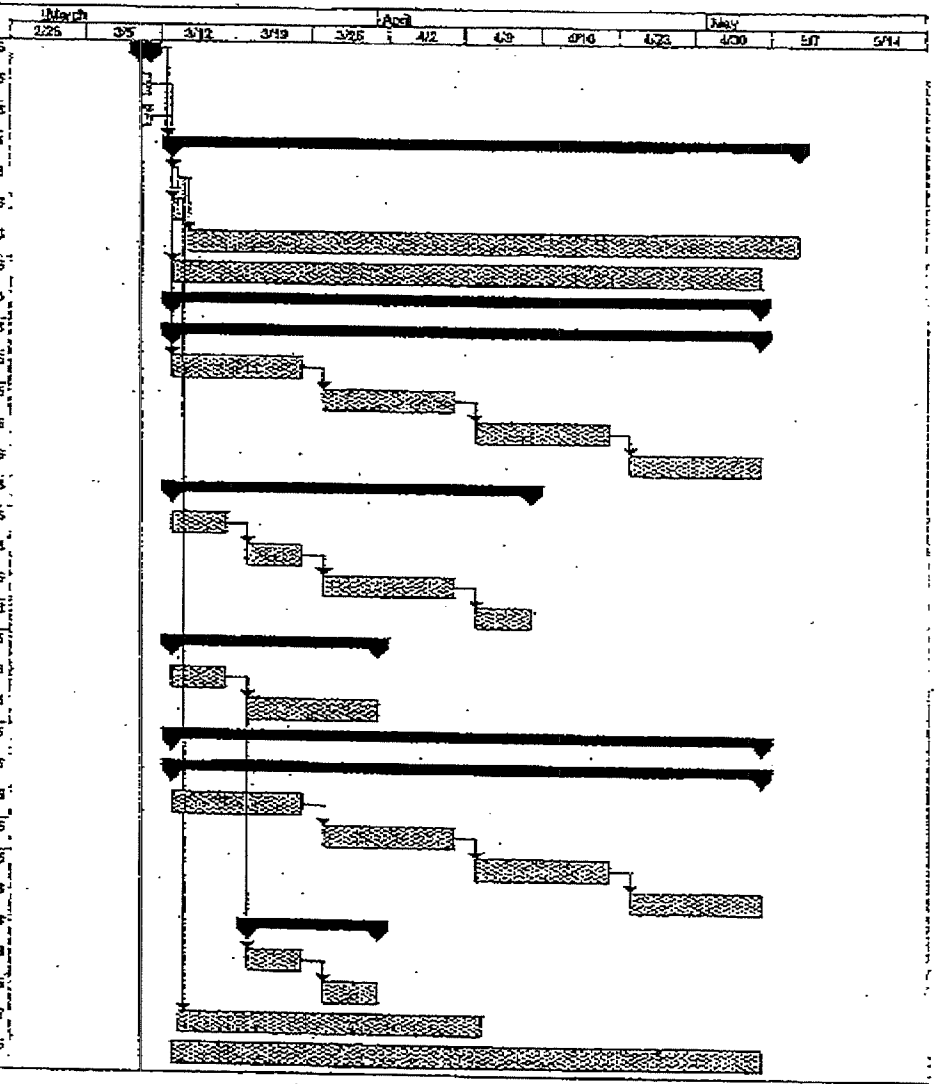
The insured party may at any time during the term of this Agreement change or modify the limits and coverages of insurance. Should the modification or change results in an additional premium, The General Manager, Risk Management for the Port Authority may consider such cost as an out-of-pocket expense.

EXHIBIT D

Exhibit D

WTC Memorial Project
Pre-Foundation Work
Draft Overview Schedule
03/10/06

ID	Task Name	Duration	Start
1	Preconstruction	1 day	3/10/06
2	Award and Execute Contract	1 day	3/10/06
3	Coordinate w/ PA	1 day	3/10/06
4	Construction	41.5 days	3/13/06
5	Initial Coordination w/ PA on Site	0.5 days	3/13/06
6	Mobilize to Site	1 day	3/13/06
7	Daily Coordination w/ PA	8 wks	3/13/06
8	Configure & Maintain Exit Corridors	8 wks	3/13/06
9	North Tower Work	40 days	3/13/06
10	N. Tower Perimeter Column Protection	40 days	3/13/06
11	North Tower, West	2 wks	3/13/06
12	North Tower, South	2 wks	3/27/06
13	North Tower, East	2 wks	4/10/06
14	North Tower, West	2 wks	4/24/06
15	N. Tower Existing Slab Work	25 days	3/13/06
16	Remove Protection of N. Tower Existing Slab	1 wk	3/13/06
17	Survey Protection Work	1 wk	3/20/06
18	Existing Slab Allowance Work	2 wks	3/27/06
19	Replace Protection of N. Tower Existing Slab	1 wk	4/10/06
20	N. Tower Interior Column Protection	15 days	3/13/06
21	Expose Columns	1 wk	3/13/06
22	Protect Columns	2 wks	3/20/06
23	South Tower Work	40 days	3/13/06
24	S. Tower Perimeter Column Protection	40 days	3/13/06
25	South Tower, West	2 wks	3/13/06
26	South Tower, South	2 wks	3/27/06
27	South Tower, East	2 wks	4/10/06
28	South Tower, North	2 wks	4/24/06
29	S. Tower Interior Column Protection	10 days	3/20/06
30	Expose Columns	1 wk	3/20/06
31	Protect Columns	1 wk	3/27/06
32	Debris Removal and Relocation	4 wks	3/13/06
33	Ramp Work	8 wks	3/13/06



File: Pre-Foundation Work
Date: 3/10/06

Task | Split | Progress | Milestone | Summary | Project Summary | External Tasks | External Milestone | Deadline

WORLD TRADE CENTER MEMORIAL/CULTURAL PROJECT AGREEMENT

This **WORLD TRADE CENTER MEMORIAL/CULTURAL PROJECT AGREEMENT** (this "Agreement"), made this 6th day of July 2006 by and among the **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("PANYNJ"), with offices located at 225 Park Avenue South, New York, New York 10003; **LOWER MANHATTAN DEVELOPMENT CORPORATION** ("LMDC"), a subsidiary of the New York State Urban Development Corporation d/b/a Empire State Development Corporation ("ESDC"), with offices at One Liberty Plaza, 20th Floor, New York, New York 10006; **THE WORLD TRADE CENTER MEMORIAL FOUNDATION, INC.** (the "Foundation"), with offices at One Liberty Plaza, 20th Floor, New York, New York 10006; **THE CITY OF NEW YORK** (the "City"), having its principal office at City Hall, New York, New York 10007; and the **STATE OF NEW YORK** (the "State"), with offices at the State Capitol, Albany, New York 12224.

WHEREAS, LMDC and PANYNJ, as parties to the May 10, 2002 Cooperation Agreement (the "Cooperation Agreement"), seek to continue their successful cooperation and collaboration as both parties move forward to implement the approved plan for the redevelopment of the World Trade Center, referred to as the "World Trade Center Memorial and Redevelopment Plan" (the "Plan");

WHEREAS, LMDC has completed land use, environmental, historic preservation and other required reviews ("Regulatory Review") of the Plan and has approved the Plan under the UDC Act pursuant to a General Project Plan for the World Trade Center Memorial and Cultural Program dated June 2, 2004, as amended May 19, 2005 (as may be further amended, the "GPP") (capitalized terms used but not defined herein shall have the meanings set forth therefore in the GPP; words and phrases defined in this Agreement shall have the same meaning throughout this Agreement) and a Record of Decision and Findings Statement dated June 2, 2004 (together with the GPP, the "Regulatory Review Documents");

WHEREAS, LMDC will, consistent with the GPP, and subject to the terms and conditions set forth below, provide funds to the Foundation for the construction, and subsequent operation of a "World Trade Center Memorial and Cultural Project", in the area of the World Trade Center site bounded by Fulton, Greenwich, Liberty and West Streets and shown in the GPP ("Memorial/Cultural Area");

WHEREAS, the Foundation will be responsible for the development, finalization, presentation and integrity of the design for the Memorial/Museum and the Visitors Orientation and Education Center ("VOEC"), as well as, the funding of certain portions of the costs of the construction of the Memorial/Cultural Project;

WHEREAS, the Foundation will be responsible for the operations and programmatic elements of the Memorial/Museum and the VOEC, with the operating costs of the Memorial/Museum and the VOEC to be provided by the Foundation;

WHEREAS, consistent with the February 1, 2006 Memorandum of Understanding among the Foundation, PANYNJ and LMDC, PANYNJ will provide the Foundation with an

appropriate real property interest in and to the Memorial/Cultural Area, in its then current condition, that will take the form either of a fee or a ground-lease equivalent with the uses on such property subject only to and governed by the commitments and requirements of the Regulatory Review Documents;

WHEREAS, under the schedule for the Memorial/Cultural Project, which is to be comprised of the Memorial/Museum, VOEC and Common and Exclusive Infrastructure (collectively referred to as the "Memorial/Cultural Project"), the Memorial/Cultural Project is scheduled to have an opening by September 11, 2009;

WHEREAS, LMDC, the Foundation, the City and the State have requested that the PANYNJ undertake responsibility for the construction of the Memorial/Cultural Project;

WHEREAS, the Foundation's role with respect to the Memorial/Museum and VOEC shall, subject to the terms and conditions of this Agreement, be deemed to be that of the client with respect to the construction of the Memorial/Museum and VOEC; and

WHEREAS, PANYNJ, the LMDC, the Foundation, the State and the City expect that the implementation of the Plan in accordance with this Agreement will ensure that the Memorial/Cultural Project will be completed.

NOW THEREFORE, in consideration of their respective promises in this Agreement, and intending to be legally bound hereby, LMDC, PANYNJ, the Foundation, the City and the State agree as follows:

1. Definitions

The following terms have the following meanings in this MOU:

(a) "Parties" means LMDC, PANYNJ, the Foundation, the City and the State collectively.

(b) The words "include" or "including" shall be construed as incorporating, also, "but not limited to" or "without limitation."

(c) The word "law" or "laws" means each and every law, rule, regulation, requirement, order, judgment, decree, or ordinance of every kind issued by any governmental authority and its Permitees.

(d) "Person" or "person" means an individual person, a corporation, partnership, limited liability company, trust, joint venture, proprietorship, estate, governmental authority, or other incorporated or unincorporated enterprise, entity or organization of any kind.

2. Memorial/Cultural Project

The Memorial/Cultural Project shall consist of the following elements

(a) Memorial/Museum shall include all work and activities with respect to design, development, and construction of the Memorial/Museum, set forth and described in **Exhibit A** attached hereto.

(b) Visitor Orientation and Education Center ("VOEC") shall include all work and activities with respect to design, development, and construction of the VOEC, set forth and described in **Exhibit B** attached hereto.

(c) Common and Exclusive Memorial/Cultural Project Infrastructure ("Infrastructure") shall include all work and activities with respect to design, development, and construction of the Infrastructure, set forth and described in **Exhibit C** attached hereto.

3. Design and Development Plans

The Parties agree that the final design plans ready for bidding ("Final Plans") for the Memorial/Museum, VOEC and certain portions of the Infrastructure will be presented by the Foundation and LMDC to the PANYNJ in accordance with the schedules listed on **Exhibit A**, **Exhibit B** and **Exhibit C** attached hereto.

4. PANYNJ's Agreement to Construct

PANYNJ agrees to construct the Memorial/Cultural Project in accordance with the Final Plans, subject to confirmation by PANYNJ of the constructability and budget for each element of the Memorial/Cultural Project. For this purpose, the Final Plans shall include (or have annexed) such terms and conditions detailing PANYNJ's construction obligations that are mutually acceptable to the Parties.

The Foundation is responsible for maintaining the integrity of the Memorial/Cultural Project's design as reflected in the Final Plans and any revised design incorporated into the Final Plans as may be consistent with the Regulatory Review Documents.

Within thirty (30) days after the identification by the LMDC, the Foundation and PANYNJ of a contractor for the construction of certain foundations for the Memorial/Cultural Project and the establishment of secure funding sources by LMDC and/or the Foundation in the amount of $20 million to fund such work, upon terms and conditions satisfactory to LMDC, the Foundation and PANYNJ, PANYNJ shall commence such foundation work.

The construction contracts executed by LMDC and/or Foundation in connection with the Memorial/Cultural Project are listed on **Exhibit D** attached hereto. In connection with the construction of the Memorial/Cultural Project by PANYNJ, PANYNJ shall have the option to request that LMDC and/or Foundation assign or terminate all or any of such construction contracts. Upon notice to LMDC and/or Foundation from PANYNJ, LMDC and/or Foundation will either assign or terminate such construction contracts.

PANYNJ agrees to submit monthly reports to and hold periodic meetings and/or when necessary value engineering sessions, with the Foundation, LMDC, the City and the State

with respect to the Memorial/Cultural Project. PANYNJ also agrees to notify the Foundation of all regularly scheduled project/job meetings during construction of the Memorial/Cultural Project. The Foundation may attend such meetings at its discretion and will also have the opportunity to monitor construction activities and make site visits upon reasonable notice to PANY NJ.

LMDC and/or the Foundation agrees to invite the PANYNJ to all design team meetings with respect to the Memorial/Cultural Project.

5. Sources of Funds

The proposed total budget for design and construction, as set forth in **Exhibit A**, for the Memorial/Museum is $510 million, with funding in the amount of $260 million already committed or to be provided by the Foundation and with funding in the amount of $250 million already committed or to be provided by LMDC. The proposed budget, as set forth in **Exhibit B**, for the VOEC is $80 million with funding in such amount to be provided by the State. The proposed budget, as set forth in **Exhibit C**, for the Infrastructure is $150 million with funding already committed or to be provided by PANYNJ. Funds provided by the Foundation shall be used exclusively for the Memorial/Museum and shall not be available for the VOEC and/or the Infrastructure without the prior consent of the Foundation.

Within sixty (60) days of the execution of this Agreement PANYNJ, LMDC, the Foundation, the City and the State shall review the budgets set forth in **Exhibit A**, **Exhibit B** and **Exhibit C**, and if acceptable such budgets shall be approved. In the event that as a result of such review anticipated project costs for the Memorial/Museum, VOEC and/or Infrastructure exceed the targets for the Memorial/Museum, VOEC and/or Infrastructure, the Parties will participate in a value engineering exercise to reduce project costs, and, subject to approval by the Foundation of any design changes, such design changes resulting from such value engineering exercise shall be incorporated by the Foundation into the Final Plans, and shall be submitted to the PANYNJ as revised Final Plans and the revised budget will be adopted.

Additionally, the Parties agree that in the event that, as a result of unforeseen events or unavoidable costs related solely to the construction of the Memorial/Museum and/or VOEC, the costs of the Memorial/Museum and/or VOEC exceed the budgets, as approved by PANYNJ in September 2006, the Parties will participate in a value engineering exercise to reduce project costs, and, subject to approval by the Foundation of any design changes, such design changes resulting from such value engineering exercise shall be incorporated by the Foundation into the Final Plans, and shall be submitted to the PANYNJ as revised Final Plans and an amended budget will be adopted. In the event, as a result of such value engineering exercise, additional construction funding is required under such amended budget, PANYNJ will provide up to an additional $25 million under such amended budget, and to the extent that such amount is not sufficient to complete the Memorial/Museum and/or VOEC, then up to an additional $40 million will be provided under such amended budget, with funding in the amount of $20 million to be provided by each of LMDC and PANYNJ on a pro rata basis, and to the

extent that such amount is not sufficient to complete the Memorial /Museum and/or VOEC, then LMDC will provide up to an additional $25 million under such amended budget to complete the Memorial/Cultural Project. In the event that upon completion of the Memorial/Museum and VOEC, the full funding committed by PANYNJ and/or LMDC under this paragraph has not been expended, then the remaining amount of such committed funds shall be applied to reimburse PANYNJ for any required construction funding for the Infrastructure in excess of the budget approved by PANYNJ in September 2006 for the Infrastructure.

6. Construction Funding

Within sixty (60) days of the execution of this Agreement, PANYNJ, LMDC, the Foundation, the City and the State shall agree upon a mechanism under which the LMDC, the Foundation and the State will provide funds pursuant to their commitments as set forth in paragraph 5 hereof to PANYNJ, the schedule for provision of such funds and the form of the security for such funding commitment and schedule.

In addition, within sixty (60) days of the execution of this Agreement, PANYNJ and LMDC shall agree upon a mechanism under which the LMDC's contingent funding commitment as forth in paragraph 5 hereof, will either be paid or funds made available to PANYNJ for the construction of the Memorial/Cultural Project, a funding schedule for provision of such funds and the form of security for such commitment and schedule.

In addition, within sixty (60) days of the execution of this Agreement, PANYNJ, LMDC, the Foundation, the City and the State shall agree (i) upon a preliminary cash-flow schedule for the Memorial/Museum's construction expenditures; (ii) upon funding milestones for the Foundation predicated on such preliminary cash-flow schedule and preliminary analysis of the Foundation's current pledges, amounts collected and fund raising plan(s); and (iii) a mechanism acceptable to the Parties to provide assurances that the Memorial/Cultural Project will be completed in the event that funding milestones are not met, which may include among other items adequate security for the Foundation's funding commitment. The Parties further agree that the Foundation's commitment to raise funds is to be carried out on a good-faith basis.

The Parties agree that this Agreement does not obligate any of the Parties to provide construction funding in excess of the amounts set forth in paragraph 5 hereof, and that the City has no funding commitment for or with respect to the Memorial/Cultural Project, except as may otherwise be agreed to by the City.

7. PANYNJ's Construction Commitment

Subject to the satisfaction and completion of the following items the PANYNJ Board of Commissioners would be requested to authorize the PANYNJ to undertake the construction of the Memorial/Cultural Project as contemplated by this Agreement at the September 2006 Board meeting of the PANYNJ:

(i) The agreement and transactions contemplated and outlined in the April 26, 2006, Conceptual Framework (attached hereto as **Exhibit**

E) are approved by the PANYNJ Board of Commissioners at the PANYNJ September 2006 Board Meeting.

(ii) The scope of work, schedule of work and budgets set forth in **Exhibit A, Exhibit B** and **Exhibit C** attached hereto are confirmed or revised to the reasonable satisfaction of PANYNJ.

(iii) A plan of financing for the Memorial/Museum established by the Foundation and LMDC that is reasonably satisfactory to PANYNJ.

8. United States Department of Housing and Urban Development (HUD) Requirements.

The Parties agree that any work performed in connection with projects that are funded by HUD shall comply with applicable HUD requirements. PANYNJ and LMDC and Foundation shall each require its contractors to comply with such HUD requirements.

9. Federal Transit Administration (FTA) Requirements.

The Parties agree that any work performed in connection with projects that are funded by the FTA shall comply with applicable FTA requirements. PANYNJ and LMDC and Foundation shall each require its contractors to comply with such FTA requirements.

10. Dispute Resolution

If the PANYNJ and the Foundation cannot agree upon an issue that arises hereunder, such matter shall be referred to the Executive Director of PANYNJ and the President of the Foundation for resolution. If the Executive Director of PANYNJ (or his designee), and the President of the Foundation (or his designee) cannot agree on any such issue within two (2) business days, then within one (1) business day thereafter PANYNJ and the Foundation shall refer such dispute to the Governors of the States of New York and New Jersey and the Mayor of The City of New York, who collectively shall designate an independent mediator to engage in a fast-track dispute resolution process, and if as a result of such fast-track dispute resolution process such dispute is not resolved, then the mediator shall make recommendations to the Governors and the Mayor for the resolution of such dispute.

11. LMDC Actions

LMDC commits to seek to obtain the approvals within LMDC's regulatory scope and authority that may be required to secure the funding contemplated in this agreement and enable the construction contemplated by the scope of work for the Memorial/Cultural Project, and in the event LMDC does not obtain the necessary approvals the Parties shall agree upon a mechanism to provide assurance that the Memorial/Cultural Project will be completed as contemplated by this Agreement.

12. Notices

Any and all notices or communications provided by either party pursuant to this Agreement shall be sent either (i) by hand, with confirmation of receipt, or (ii) by certified letter or overnight courier to the following addresses:

PANYNJ:

The Port Authority of New York and New Jersey
115 Broadway – 10th Floor
New York, New York 10003
Attention: Director Priority Capital Programs

with a copy to:
The Port Authority of New York and New Jersey
225 Park Avenue South
New York, New York 10003
Attention: General Counsel

LMDC:

Lower Manhattan Development Corporation
One Liberty Plaza, 20th Floor
New York, New York 10006
Attention: President

and with a copy to:
Lower Manhattan Development Corporation
One Liberty Plaza, 20th Floor
New York, New York 10006
Attention: General Counsel

The Foundation:

The World Trade Center Memorial Foundation, Inc.
One Liberty Plaza, 20th Floor
New York, New York 10006
Attention: Executive Vice President of Construction

and with a copy to:
The World Trade Center Memorial Foundation, Inc.
One Liberty Plaza, 20th Floor
New York, New York 10006
Attention: General Counsel

The City:

The City of New York
City Hall
New York, New York 10007
Attention: Deputy Mayor for Economic
Development and Rebuilding

and with a copy to:
The City of New York Law Department
100 Church Street, 6th Floor
New York, New York 10007
Attention Corporation Counsel

The State:

The State of New York
The State Capitol
Albany, New York 12224
Attention: Chairman & CEO
Empire State Development Corporation

and with a copy to:

The State of New York
The State Capitol
Albany, New York 12224
Attention: Counsel to the Governor

13. Assignment

This Agreement may not be assigned by any party hereto, except that LMDC may assign this Agreement to ESDC and/or the Foundation. This Agreement shall inure to the benefit of and bind the Parties and their representatives, successors and assigns.

14. Third Party Rights

Nothing in this Agreement, express or implied, is intended to confer on any Person–other than the parties hereto–any rights, obligations, liabilities, or remedies; to constitute PANYNJ, LMDC, the Foundation, the City and the State, as partners or co-venturers; or to waive any claim or right of any party hereto against any Person who is not a party hereto.

15. Non-Liability of Commissioners/Officers

Neither the Commissioners of PANYNJ, nor the directors of LMDC, nor the directors of Memorial Foundation, nor the City, nor the State, nor any of them, nor any officer, agent or employee thereof shall be charged personally with any liability or held liable under any term or provision of this Agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.

16. Waiver of Provisions

No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

17. Amendments

This Agreement may be amended or modified only by a written instrument executed by the party or parties asserted to be bound thereby.

18. Governing Law

This Agreement shall be governed by and construed under the laws of the State of New York without giving effect to its conflict of law principles.

19. Signatures

This Agreement may be signed in counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts shall together constitute but one and the same instrument. Copies of this Agreement showing the true signatures of the respective parties, whether produced by photographic, digital, computer, or other reproduction may be used for all purposes as originals.

IN WITNESS WHEREOF, LMDC, PANYNJ, the Foundation, the City, and the State have caused this Agreement to be duly executed the date and year first written above.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By:_____
Name: Kenneth J. Ringler, Jr.
Title: Executive Director

LOWER MANHATTAN DEVELOPMENT CORPORATION

By:_____
Name: Stefan Pryor
Title: President

THE WORLD TRADE CENTER MEMORIAL FOUNDATION, INC.

By:_____
Name: Joseph Daniels
Title: Acting President

THE CITY OF NEW YORK

By:_____
Name: Daniel L. Doctoroff
Title: Deputy Mayor for Economic Development and Rebuilding

THE STATE OF NEW YORK

By:_____
Name:
Title:

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Name: Stefan Pryor
Title: President

THE WORLD TRADE CENTER MEMORIAL FOUNDATION, INC.

By:_____
Name: Joseph Daniels
Title: Acting President

THE CITY OF NEW YORK

By:_____
Name: Daniel L. Doctoroff
Title: Deputy Mayor for Economic Development and Rebuilding

THE STATE OF NEW YORK

By:_____
Name: John P. Cahill
Title: Secretary to the Governor

STATE OF N.Y.)
) ss.:
COUNTY OF N.Y.)

On the 27th day of July in the year 2006, before me, the undersigned, personally appeared Kenneth B Rogler, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

TIMOTHY G. STICKELMAN
Notary Public, State of New York
No. 02ST6086913
Qualified in Suffolk County
Commission Expires on February 3, 2007

STATE OF New York)
) ss.:
COUNTY OF New York)

On the 31st day of July in the year 2006, before me, the undersigned, personally appeared Stefan Pryor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Irene Chang
Notary Public

IRENE CHANG
Notary Public, State of New York
No. 02CH5034129
Qualified in New York County
Commission Expires Nov. 7, 2008

STATE OF New York)
) ss.:
COUNTY OF New York)

On the 31st day of July in the year 2006, before me, the undersigned, personally appeared Joseph Daniels, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Irene Chang
Notary Public

IRENE CHANG
Notary Public, State of New York
No. 02CH5034129
Qualified in New York County
Commission Expires Nov. 7, 2006

STATE OF New York)
) ss.:
COUNTY OF New York)

On the 6th day of ~~July~~ August in the year 2006, before me, the undersigned, personally appeared Daniel Libeskind, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
Anthony W. Crowell
ID# 02CR6119026 Kings
Exp 11/22/08

STATE OF New York)
) ss.:
COUNTY OF New York)

On the 18th day of July in the year 2006, before me, the undersigned, personally appeared John Cahill, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

DEBORAH COOKE
COMMISSIONER OF DEEDS
City of New York 3-6626
Certificate Filed In Bronx County
Commission Expires Oct. 30, 2006

Notary Public

EXHIBIT A

Exhibit A
Memorial/Memorial Museum Project
General Project Scope
June 30, 2006

Memorial/Memorial Museum Scope (all numbers are approximate)

Six Acre Plaza (trees, drainage, lighting, furniture, signage elements)

Two Memorial Voids 176' x 176' each, Pools, and Fountain with Waterfall, Name Parapet

Memorial Hall (12,000 sq. ft.) accessible from VOEC (with views to North & South Waterfalls)

Museum and Back of House Areas (125,000 sq. ft.)

Exposed Slurry Wall & Box Beam Overlook

Memorial and Museum Total Project Cost **$510M**

Major Milestones*

25% Contract Documents for Core & Shell Complete

Early Action - Foundation Contract Documents Complete

Contract Documents Complete

Early Action - Foundation Construction Start

Prospective Opening Date Sept. 11, 2009

Additional project milestones to be developed and documented as part of an acceptable construction contract packaging plan.

TCA Reviews

Reviews are required for Final Plans and each contract document package being submitted for construction.

Preliminary Draft for Discussions Only

EXHIBIT B

Exhibit B
Visitor and Orientation Exhibit Center Project
General Project Scope
June 30, 2006

VOEC Scope (all numbers are approximate)	
4 story building, 52,000 g.s.f., 12,000 sq. ft. footprint	
Ticketing & Vistors Services	
Central Security Screening	
Exhibit, Education & Site Orientation Space	
Vertical Circulation	
Atrium	
Total Project Cost	**$80M**

Major Milestones*	
25% Contract Documents Core & Shell Complete	
Early Action - Foundation Contract Documents Complete (in PATH Track Area)	
Early Action - Below Grade Structural Contract Documents Complete	
Contract Documents Complete	
Superstructure Construction Start	
Prospective Project Completion	June 2010
Additional project milestones to be developed and documented as part of an acceptable construction contract packaging plan.	

TCA Reviews
Reviews are required for Final Plans and each contract document package being submitted for construction.

Preliminary Draft for Discussion Only

EXHIBIT C

Exhibit C
Infrastructure Elements
June 30, 2006

Common Infrastructure Scope		Budget (TPC $M)
Electrical Distribution Network		$13.3
Chiller Plant		$33.4
Street Utilities		$4.1
Structural Shear Walls		$30.0
Underpinning/Service Road/Ramps		$17.5
Security Operations		$6.3
Total	**Say**	**$100M**

Exclusive Infrastructure Scope	Budget (TPC $M)
Exposed Slurry Wall	$15
Site Wide Coordination	$8.1
Railroad Premium	$15
Site Drainage	$5.7
Sidewalks	$6.3
Total	**$50M**

Common & Exclusive Infrastructure Total	**$150M**

Construction schedule starts and completions to be coordinated with the WTC Memorial construction schedule, and packaging plan.

EXHIBIT D

Exhibit D

Contract entered into by and between the World Trade Center Memorial Foundation, Inc. and Bovis Lend Lease LMB, Inc. dated March 3, 2006

EXHIBIT E

THIS DOCUMENT IS COVERED BY AND SUBJECT TO THE PRE-NEGOTIATION AGREEMENT DATED AS OF DECEMBER 8, 2005 BETWEEN THE PORT AUTHORITY AND WTC PROPERTIES LLC

CONCEPTUAL FRAMEWORK

1. T1/5. PA will take over the ground leases for, and will develop, T1 (2.6MM sf) and T5 (1.2MM sf). SP will be the fee developer of T1. There shall be no restrictions on PA's marketing of T1/5. All rights to the August 2, 2005 Freedom Tower Security Redesign Costs Agreement shall be assigned to PA by SP.

2. T2/3/4. SP will retain the ground leases for, and will develop, T2 (2.4MM sf), T3 (2MM sf) and T4 (1.8MM sf) as office towers.

3. Retail. WTC Retail will develop all retail uses on a schedule established by WTC Retail under its existing corporate structure. Subject to the prior resolution by PA and Westfield, on a mutually satisfactory basis, of the Westfield right of first offer with respect to certain transactions pertaining to the retail components of the World Trade Center site, the PA shall sell and SP shall acquire WTC Retail LLC, under terms and conditions to be agreed to by the PA and SP. Such terms and conditions shall include a requirement that SP shall at all times retain an independent third-party, reasonably acceptable to the PA, that shall have developed and operated for at least five (5) years prior to the date such entity is retained, first-class retail space comprising not less than 500,000 leaseable square feet comparable to the retail uses contemplated for the World Trade Center site, to manage WTC Retail's development and operation of the retail components of the World Trade Center site. This Conceptual Framework does not provide SP with any interest in the corporate structure of WTC Retail or the retail development.

4. Hotel. PA will develop any hotel uses at the WTC site. Any hotel uses to be included in T2/3/4 shall be subject to SP consent.

5. Parking. PA – all parking spaces under the Freedom Tower and the Performing Arts Center (assumed to be 300 spaces) and 70% of the parking spaces in the east bathtub (assumed to be 700 spaces); SP – 30% of the parking spaces in the east bathtub (assumed to be 300 spaces). SP shall have the right to exchange a limited amount of its parking space allocation in the east bathtub for a comparable number of parking spaces under the Freedom Tower and Performing Arts Center.

6. Development Schedule. SP will commence construction of T3/4 (together with the related retail components) promptly after completion of the east bathtub by the PA and will proceed with due diligence to completion of construction within 4 years thereafter. SP will complete construction of T2 (together with the related retail components) on or prior to December 31, 2012. The development schedule set forth in this paragraph 6 shall be adjusted to take account of Unavoidable Delay (as defined in SP net leases). The SP net lessees of T2/3/4 shall each provide the PA with a separate guarantee of the completion of the entire development schedule as set forth in this paragraph 6, which guarantee shall be secured with a pledge of 100% of the ownership interests in the SP net lessees of T2/3/4, together with a pledge of any proceeds (which shall deposited into an escrow account) from a direct or indirect refinancing of equity and/or debt relating to the SP net lessees of T2/3/4 or any of T2/3/4 (to the extent such proceeds are not required to pay debt service on the financing to be retired), sale or other capital event with respect to any of T2/3/4, in each case, prior to the completion of the development schedule as set forth in this paragraph 6.

The PA shall be permitted to foreclose upon such ownership interests and proceeds escrow account in the event that any of the SP net lessees of T2/3/4 shall fail to complete the entire development schedule as set forth in this paragraph 6. Until the release of the completion pledges set forth in this paragraph 6, the ownership interests in the SP net lessees of T2/3/4 and the proceeds escrow account shall be kept free of all liens, mortgages, security interests and other encumbrances other than the completion pledges.

7. Development Plan. The redevelopment of the World Trade Center site shall be conducted in accordance with the principles set forth in and pursuant to the World Trade Center Redevelopment Agreement and the World Trade Center Design and Site Plan Agreement, each entered into as of November 24, 2004. T2/3/4 shall be designed and developed to maximize the retail street frontage in coordination with the office lobbies (which shall not be located on Church Street) to provide a significant and unified retail complex, and in a manner that supports the mechanical and support space for PATH, pursuant to an "East Bathtub Development Plan" to be jointly developed by SP and PA.

8. Insurance. There shall be no reallocation of insurance proceeds used prior to the date upon which the definitive agreements reflecting this Conceptual Framework are executed ("Closing Date"). WTC Retail shall receive 8.90% of the insurance proceeds available and to be collected as of the Closing Date under the SP/WTC Retail insurance. SP shall receive 56.5% of the insurance proceeds available and to be collected as of the Closing Date under the SP/WTC Retail insurance. PA shall receive 34.6% of the insurance proceeds available and to be collected as of the Closing Date under the SP/WTC Retail insurance. The existing funding mechanics will be extended through completion and stabilization of T2/3/4. The $1.2 billion limit set forth in paragraph 6(iv) of the December 1, 2003 agreement ("December 2003 Agreement") among PA, SP and Westfield WTC LLC (n/k/a WTC Retail LLC) shall be eliminated; *provided, however*, that any withdrawal from the Insurance Escrow (as defined in the December 2003 Agreement), including any payment directly by an insurer to SP in response to a proof of loss, in each case attributable to SP's business interruption losses, shall be limited to an annual amount equal to amounts payable to the PA under the T2/3/4 net leases plus $60 million. Such $60 million limit shall be increased in any year that SP has not received its management fees (as provided in the December 2003 Agreement) solely as a result of the payment by SP of items permitted under the December 2003 Agreement from such $60 million amount, but in no event by more than $10 million in any year to permit SP to receive such management fees. Except to the extent set forth in this paragraph 8, SP shall have no further claim to the proceeds of any property damage or business interruption insurance that may be applicable to the World Trade Center site or the events of September 11, 2001.

9. Liberty Bonds. To the extent that Liberty Bonds are allocated to the WTC site, SP shall receive $2.5935 billion of the principal amount (to be comprised of 100% of the State of New York's available principal amount with the balance from the City of New York's available principal amount) and PA and WTC Retail shall receive the remaining principal amount of the City of New York's Liberty Bonds after such allocation to SP. In the event that any party receiving an allocation of Liberty Bonds shall determine that the full amount of such allocation will not be required for its particular redevelopment project such party shall advise the State and the City and such excess amount may be allocated to a different project by the State and/or the City, as appropriate.

10. Rent. As provided in the attached chart.

11. Infrastructure. Common infrastructure costs for electrical and other utilities, security and operations facilities, common structure (including the underpinning of the No. 1 subway line) and vehicular facilities for the WTC site shall be allocated on the basis that SP will assume the responsibility for the payment of $140 million with respect to the cost of common infrastructure and security screening costs for Towers 2/3/4. The above cost allocation does not include the construction of east bathtub lateral load supports associated with the east bathtub slurry wall and assumes that SP will be responsible for lateral load costs as part of the construction of T2/3/4 and that PA will be responsible for lateral load costs as part of the construction of the WTC Transportation Hub. If SP rather than the PA builds any particular item or element of common infrastructure included within the above cost ranges then such range shall be reduced by the cost of such item. The PA and SP shall agree on the schedule for the execution of these common infrastructure improvements and a funding mechanism to ensure that sufficient funds will be available to pay each party's share of these costs. The subgrade and podiums for T3/T4 will be constructed to coincide with the construction of the north-south Transportation Hub concourse and shall ensure that an at-grade slab is in place when such concourse is in place. The PA and SP shall each bear the cost of their exclusive infrastructure components in the east bathtub. The PA shall be responsible for completing at its cost the excavation of the east bathtub and the installation of the east bathtub slurry wall. WTC Retail will assume the responsibility for $147 million of common infrastructure costs for the retail components of the World Trade Center site to be developed by WTC Retail.

12. Developer Fees. SP shall receive developer fees of 1.0% of hard and design costs for the Freedom Tower and 2.5% of hard and design costs for T2/3/4.

13. Memorial. PA shall provide $100 million to the World Trade Center Memorial Foundation to be applied to the World Trade Center Memorial's construction costs.

14. Space Lease Option. For the period through December 31, 2007, SP shall have a continuous right to require PA to lease approximately 600,000 square feet of space in Tower 4 and the City of New York to lease approximately 600,000 square feet of space in Tower 4, for a term of between 15 and 25 years (as determined by the mutual agreement of the parties), at a fair market value net rental rate, based on rental rates for class A office space in Lower Manhattan, taking into account applicable free rent periods, tenant improvements and leasing commission costs and governmental benefits available to tenants, and with such other terms determined by the mutual agreement of the parties. In the event that SP exercises such option with respect to the PA, any rights of the PA under the Lease dated July 24, 2001 between 1 World Trade Center LLC, as landlord, and PA, as tenant, shall be terminated.

15. SP Work Plan for Freedom Tower Construction. SP shall continue with the construction of the Freedom Tower and shall complete the following items prior to the PA's September 2006 Board Meeting: (i) PATH utility relocation work; (ii) site excavation (except for certain of the work in the PATH track area); (iii) 30% of the foundations; (iv) award contract, complete shop drawings and place mill orders for subgrade structural steel from foundations to grade; (v) complete 100% of construction documents for design of subgrade concrete construction from foundation to grade and complete 100% of design development documents for the concrete construction for the above grade portions of the tower; and (vi) install 50% of the associated foundations for the PATH east-west corridor in the area contiguous to the Freedom Tower (from slurry wall to column line 9) in an amount not to exceed $2 million, subject to any PA demolition or other work on the Freedom Tower site or the adjacent plaza or Performing Arts Center site being coordinated with the SP work so as not to cause delay. The items set forth in this paragraph 15 shall be adjusted to take account of Unavoidable Delay (as defined in SP net leases).

16. PA Participation. Upon the release of the completion pledges set forth in paragraph 6 of this Conceptual Framework (with respect to any direct or indirect refinancing of SP equity and/or debt, sale or other capital event with respect to any of T2/3/4 that occurred prior to such release) and during the remaining term of each of the net leases for T2/3/4, the PA shall receive a capital event participation upon a direct or indirect refinancing of SP equity and/or debt, sale or other capital event with respect to any of T2/3/4. The Port Authority shall receive a 15% participation in the gross proceeds from any such event (subordinate to debt) until it has received an amount equal to $193 million at 8% interest per annum (compounded annually) until the date of full payment to take account of the reduction in value to the PA under the attached rent schedule. Upon the full repayment of such amount, the PA's capital event participation shall be reduced to a 5% participation in the gross proceeds from any such event (subordinate to debt).

17. Completion Process. The presentation of the transaction reflected in this Conceptual Framework to the PA Board for its consideration (i) shall be scheduled for the PA's September 2006 Board Meeting; (ii) shall be dependent on SP completing the construction work set forth in paragraph 15 of this Conceptual Framework; and (iii) shall be dependent upon completion of all of the following items by either PA or PA/SP as indicated below.

PA Items – subject to resolution in the sole discretion of PA

- Freedom Tower Plan of Financing providing for the construction and operation of the Freedom Tower through stabilization on a self-sustaining basis.
- Lease Commitments to be facilitated by the State of New York from governmental entities for at least 1 million square feet in the Freedom Tower at market rates.
- Confirmation that sufficient third party funds will be available to cover common infrastructure costs that are not allocated to SP, WTC Retail or the PA, and that sufficient third party funds will be available to fully cover the cost of sidewalk and street improvements at the World Trade Center site.
- Confirmation from the State of New York that the Port Authority's expenditure of $250 million in connection with the construction of the Freedom Tower will offset the Port Authority's commitment to the State of New York under the Port Authority's Regional Transportation Program.
- Completion of any actions that may be required by LMDC to enable the construction sequencing plan set forth in this Conceptual Framework.
- LMDC shall transfer title to 130 Liberty Street to the Port Authority and together with the City of New York shall complete any actions that may be required to enable the development of T5 for its highest and best use in the sole determination of the PA.
- Resolution by PA and Westfield, on a mutually satisfactory basis, of the Westfield right of first offer with respect to certain transactions pertaining to the retail components of the World Trade Center site.

SP/PA Items – subject to resolution on a mutually satisfactory basis to SP and PA

- Preparation of amendments to the SP net leases, and, as appropriate, other existing agreements, to reflect the elements of this Conceptual Framework and to provide for a separate lease for each of T2/3/4.

- Preparation of a Site Access Agreement, including, as an Exhibit, the "Construction Access and Management Guidelines/Standards", substantially in the form attached.
- Preparation of a Freedom Tower Development Agreement for the design and construction of the Freedom Tower.
- Preparation of an East Bathtub Development Plan, including (a) completion of conceptual plans (together with related cost estimates and schedules for all alternatives) that identify the various program elements and associated areas of the subgrade and podium space in the east bathtub area, including the coordination of each party's mechanical, structural, architectural, security and programmatic requirements, and addressing such elements as office lobby locations, core layouts, retail location, storage areas, service access, pedestrian and vehicular circulation, vertical transportation, and egress; (b) completion of preliminary documents consisting of drawings, outline specifications, construction cost estimates and construction schedules and presentation materials providing for design of architectural and engineering components of the east bathtub, to the maximum extent practicable, and consistent with the definition of "later schematics or early design development", excluding interior construction, in the American Institute of Architects Handbook of Professional Practice, vol. 2 (1994), "Design Decisions" pp. 641-2; (c) the number of east bathtub parking spaces that SP may exchange for parking spaces under the Freedom Tower and Performing Arts Center and the general location of such Freedom Tower and Performing Arts Center parking spaces; (d) an expedited dispute resolution process for material redevelopment issues; and (e) a funding mechanism to ensure that sufficient funds will be available to pay SP's and PA's respective shares of these costs.
- Preparation of a statement defining the roles and responsibilities of SP, PA, WTC Retail and PATH with respect to the construction of the podiums, subgrade area and office towers in the east bathtub, together with a financial plan (with a construction budget) for the execution of the east bathtub development.
- Preparation of a space lease option agreement (including a space lease term sheet) for each of the PA and the City of New York incorporating the provisions of paragraph 14 of this Conceptual Framework.
- Identification of the space in T2/3/4 which shall be subject to the Lease dated July 24, 2001 between 1 World Trade Center LLC, as landlord, and PA, as tenant, in the event that SP does not exercise the space lease option with respect to the Port Authority.
- Preparation of mutual releases for certain claims and SP discontinuance, with prejudice, of certain litigation.
- Issuance of inducement resolutions or other similar official action allocating Liberty Bonds to SP and PA by the State of New York and the City of New York, on the basis set forth in this Conceptual Framework.
- Clarification of the status of insurance claims under the net lessees insurance policies.
- Subject to resolution by PA and Westfield, on a mutually satisfactory basis, of the Westfield right of first offer with respect to certain transactions pertaining

to the retail components of the World Trade Center site, agreement as to the terms and conditions under which the PA shall sell and SP shall acquire WTC Retail LLC.

1 WORLD TRADE CENTER LLC

By: [redacted]
Name: Larry A. Silverstein
Title: President

2 WORLD TRADE CENTER LLC

By: [redacted]
Name: Larry A. Silverstein
Title: President

4 WORLD TRADE CENTER LLC

By: [redacted]
Name: Larry A. Silverstein
Title: President

5 WORLD TRADE CENTER LLC

By: [redacted]
Name: Larry A. Silverstein
Title: President

Ground Rent Summary
Towers II; Tower III; Tower IV

Year	Ground Rent - A Tranche	Ground Rent - B Tranche	% Rent	Total
	$100%	$75%	9.50%	Ground Rent
PV	$1,312,855,458	$126,728,400	$82,740,118	$1,523,323,976
2006	109,088,000	$0	$0	$109,088,000
2007	78,740,000	$0	$0	$78,740,000
2008	78,740,000	$0	$0	$78,740,000
2009	78,740,000	$0	$0	$78,740,000
2010	78,740,000	$0	$0	$78,740,000
2011	78,740,000	$0	$0	$78,740,000
2012	78,740,000	$0	$0	$78,740,000
2013	78,740,000	$0	$0	$78,740,000
2014	78,740,000	$0	$0	$78,740,000
2015	78,740,000	$0	$0	$78,740,000
2016	78,740,000	$0	$0	$78,740,000
2017	89,103,000	$20,265,801	$10,509,375	$119,878,376
2018	92,503,000	$20,265,801	$10,825,059	$123,593,860
2019	84,978,000	$20,265,801	$11,149,820	$116,393,711
2020	87,327,451	$20,265,801	$11,484,315	$119,077,568
2021	90,153,356	$20,265,801	$11,828,844	$122,247,901
2022	92,857,653	$24,515,801	$12,183,710	$129,557,364
2023	95,643,589	$24,515,801	$12,549,221	$132,708,611
2024	98,512,897	$24,515,801	$12,925,698	$135,954,395
2025	101,468,284	$24,515,801	$13,313,469	$139,297,553
2026	104,512,332	$24,515,801	$13,712,873	$142,541,005
2027	107,647,703	$34,515,801	$14,124,259	$156,287,762
2028	110,877,133	$34,515,801	$14,547,987	$159,940,920
2029	114,203,447	$34,515,801	$14,984,426	$163,703,674
2030	117,629,550	$34,515,801	$23,150,938	$175,296,290
2031	126,158,437	$34,515,801	$23,844,466	$184,519,704
2032	129,793,190	$34,515,801	$24,560,830	$188,869,821
2033	133,536,086	$34,515,801	$25,297,655	$193,350,442
2034	137,393,005	$34,515,801	$26,056,585	$197,965,481
2035	141,364,888	$34,515,801	$26,838,383	$202,719,072
2036	145,455,835	$39,515,801	$27,643,431	$212,615,067
2037	149,669,510	$39,515,801	$28,472,734	$217,658,045
2038	154,009,595	$39,515,801	$29,326,916	$222,852,312
2039	158,490,883	$39,515,801	$30,206,724	$228,203,407
2040	163,084,380	$39,515,801	$30,400,705	$234,000,786
2041	172,926,808	$47,105,801	$30,591,996	$250,624,605
2042	177,711,612	$47,105,801	$41,809,756	$266,627,169
2043	182,742,961	$47,105,801	$43,064,049	$272,912,810
2044	187,925,349	$47,105,801	$44,355,970	$279,387,031
2045	193,263,007	$47,105,801	$45,686,650	$286,055,457
2046	198,760,897	$47,105,801	$47,057,249	$292,923,947
2047	204,423,724	$47,105,801	$48,468,907	$299,998,431
2048	210,256,438	$47,105,801	$49,923,036	$307,285,272
2049	216,264,129	$47,105,801	$51,420,737	$314,790,636
2050	222,452,053	$47,105,801	$54,113,527	$323,671,380
2051	228,825,614	$47,105,801	$56,036,035	$331,968,348
2052	235,390,183	$47,105,801	$58,018,041	$340,514,224
2053	242,152,094	$47,105,801	$60,062,582	$349,316,417
2054	249,116,657	$47,105,801	$62,160,340	$358,382,797
2055	256,290,157	$47,105,801	$64,325,150	$367,721,107
2056	263,678,861	$47,105,801	$66,554,904	$377,339,566
2057	271,284,227	$47,105,801	$68,851,551	$387,246,579
2058	279,125,904	$0	$81,217,098	$360,345,002
2059	287,201,741	$0	$83,653,611	$370,855,352
2060	300,517,793	$0	$101,148,127	$401,665,920
2061	309,083,329	$0	$104,183,371	$413,266,698
2062	317,905,827	$0	$107,308,048	$425,213,875
2063	326,993,000	$0	$110,527,280	$437,520,291
2064	336,352,792	$0	$113,843,108	$450,195,900
2065	345,993,376	$0	$117,258,401	$463,251,777
2066	355,933,177	$0	$120,776,153	$476,699,330
2067	366,268,282	$0	$124,399,438	$490,667,720
2068	637,097,612	$0	$128,131,421	$765,229,032
2069	637,831,821	$0	$131,995,363	$769,927,184
2070	638,831,657	$0	$135,954,624	$774,766,281
2071	724,190,565	$0	$140,033,663	$864,269,228
2072	725,123,983	$0	$144,233,043	$869,357,026
2073	726,085,403	$0	$148,539,434	$874,624,837
2074	727,075,666	$0	$152,985,617	$880,071,283
2075	728,095,639	$0	$157,585,486	$885,681,125
2076	829,295,999	$0	$162,313,050	$991,609,050
2077	828,376,016	$0	$167,182,442	$995,560,458
2078	829,492,566	$0	$172,197,915	$1,001,690,481
2079	830,640,533	$0	$177,363,453	$1,008,004,405
2080	831,822,978	$0	$182,684,368	$1,014,507,346
2081	947,070,654	$0	$188,165,311	$1,135,235,965
2082	948,325,002	$0	$193,810,271	$1,142,135,260
2083	949,617,157	$0	$199,624,579	$1,149,241,736
2084	950,947,988	$0	$205,613,316	$1,156,561,304
2085	952,318,743	$0	$211,781,716	$1,164,100,459
2086	1,086,149,639	$0	$218,135,167	$1,304,284,806
2087	1,087,633,074	$0	$224,679,222	$1,312,302,296
2088	1,089,121,535	$0	$231,419,599	$1,320,541,134
2089	1,090,604,333	$0	$238,362,187	$1,328,966,519
2090	1,092,259,414	$0	$245,513,052	$1,337,772,466
2091	1,247,670,012	$0	$252,878,444	$1,500,548,456
2092	1,249,355,868	$0	$260,464,797	$1,509,820,666
2093	1,251,007,300	$0	$268,278,741	$1,519,286,041
2094	1,252,880,825	$0	$276,327,103	$1,529,207,929
2095	1,254,723,026	$0	$284,616,916	$1,539,339,922
2096	1,435,140,152	$0	$293,155,424	$1,728,295,576
2097	1,437,094,522	$0	$301,950,087	$1,739,044,608
2098	1,439,107,523	$0	$311,008,589	$1,750,116,111
2099	1,441,180,913	$0	$320,338,847	$1,761,519,760
Total	42,812,224,893	$1,532,937,834	$9,243,013,049	$53,588,165,765

CONSTRUCTION ACCESS AND MANAGEMENT GUIDELINES/STANDARDS

I. Site Logistics and Coordination

[_____]'s on-site activities will be conducted in accordance with this Exhibit, which provides for the overall coordination of the various construction projects at the WTC Site. In connection with the logistics and coordination for the WTC Site, [_____] shall cooperate with the Authority's WTC Site Construction Coordinator (SCC) in cooperation with the Lower Manhattan Construction Command Center (LMCCC) in the daily management and coordination of all construction activities performed by all entities constructing throughout and adjacent to the WTC Site to ensure that all work is coordinated. [_____] shall provide appropriate input as requested by the SCC to permit the Authority's Construction Management Consultant (CM) to perform the following tasks effectively in support of the needs of all construction activities at or near the WTC Site:

- Develop a detailed integrated master construction schedule using the Critical Path Method (CPM) that identifies and integrates all WTC Site contracts, facility operations, or activities that interface in any way with the work at or adjacent to the WTC Site.

- Develop coordinated construction logistics and access plans that permit concurrent construction activities by all parties at or adjacent to the WTC Site. Identify conflicts and make recommendations to the applicable parties and the LMCCC to ensure that delays and their impacts are minimized.

- Coordinate with all parties including utility companies and other entities as required to ensure that the access to WTC Site is maintained at all times.

- Coordinate all site construction activities as required to ensure that PATH and MTA operations, and maintenance and protection of traffic and pedestrians are not disrupted and safety is not comprised.

- Schedule, participate in, take meeting minutes for and/or facilitate weekly construction coordination meetings or as necessary or required by the Authority.

- Develop, implement and monitor a coordinated WTC Site Safety Program for all contractors working within the WTC Site including, but not limited to, performing site inspections, providing worker training, reviewing contractor's Health and Safety Plans (HASP) and enforcing compliance with the approved program and applicable regulations.

- Audit Environmental Performance Commitments (EPCs) and regulatory compliance plans applicable to the specific projects at the WTC site. Based on such audits, evaluate the extent of compliance and propose measures to the applicable parties and the LMCCC to mitigate noncompliance and coordinate resolution.

- Audit the historic resource and archaeological protection plans and other commitments (including contract provisions) applicable to the specific projects at the WTC site. Based

on such audits, evaluate the extent of compliance and propose measures to the applicable parties and the LMCCC to mitigate noncompliance and coordinate resolution.

In general, vehicles will not be permitted to stage or queue on public streets. [_____] must submit to the SCC a plan for the orderly delivery of materials and equipment to the WTC Site utilizing the best principles and practices of just-in-time delivery.

Before the start of work, [_____] must also submit to the SCC a complete and comprehensive staging and logistics plan detailing the following:

- Place, location and duration of all temporary facilities and structures including trailers, sanitary facilities, storage sheds and the like.
- The staging and sequencing of work, detailing material lay down areas, equipment placement hoists, generators and other such large equipment, cranes, etc.
- System for rubbish removal and site housekeeping.
- Refueling and fuel storage facilities.
- Provisioning of temporary power and light.
- Site truck access and interior movements.
- Site specific safety plan.

II. General Site Operations, Maintenance and Security

The Authority shall manage and administer the operation, maintenance and security of the WTC Site, including, but not limited to, establishing and modifying as necessary the WTC Site Rules and Regulations, establishing and publishing a site-wide Traffic Management Plan for the use of all pedestrians and vehicles inside the WTC Site, establishing security policy and standards as part of the WTC Site Security Plan, the operation and maintenance of services provided to all occupants ("Common Services"), law enforcement services, and monitoring for compliance to all established operational, maintenance, and security policies and standards.

[_____] shall develop a construction site security plan, in cooperation with the SCC and subject to Authority approval, in order to govern the security of [_____]'s construction areas within the WTC Site. Each construction site security plan shall be subordinate to the WTC Site Security Plan.

The WTC Site Security Plan shall establish requirements for access control, communications, document control, emergency response, WTC ID prerequisites, WTC Site ID training requirements, security guard standard operating procedures, access points for both pedestrians and vehicles, access and escort procedures for both pedestrians and vehicles, security guard staffing requirements, and shall include copies of all subordinate construction site security plans. The SCC shall monitor all areas of the WTC Site for compliance to the WTC Site Security Plan and subordinate construction site security plans.

Maintenance of demised areas and specific improvements being constructed by [_____] shall be the responsibility of and managed by [_____]. The Authority shall provide Common Services unless other agreements are established for the provision of these services. Common Services shall include, but not be limited to, general maintenance, cleaning, and snow removal for pedestrian and vehicular paths identified on the WTC Site Traffic Management Plan, site utilities which are provided for the convenience or safety of all occupants, Authority

owned and operated sump pumps and de-watering facilities, general site lighting, slurry wall maintenance, Authority owned and operated ramp maintenance, etc. The Authority shall manage any public facilities and services including facilities available to victims' families during construction.

[_____] shall cooperate fully, fairly, reasonably and in good faith with other entities constructing at the WTC Site in all respects in connection with the redevelopment and rebuilding of the new WTC Site, to coordinate it's efforts and interfere as little as possible with other's development and construction activities, and to respect and elevate to the highest priority the safety and security issues affecting the WTC Site and its occupants.

III. Site Access

For the duration of the construction period to complete all projects, access to and within the WTC Site shall be managed by the SCC in accordance with the provisions of this Exhibit with the SCC also having responsibility for and managing WTC Site Security. Conflicting needs for access to and use of the WTC Site for the performance of work at the WTC Site shall be resolved by mutual agreement in accordance with the principles set forth in this Exhibit.

Access in and around the WTC Site shall be subject to periodic modification as the construction work progresses, security and safety requirements including information from the intelligence community, requirements imposed by political entities and other entities which by agreement or applicable law have jurisdiction over the WTC Site or adjacent streets and/or access routes, and other causes and conditions beyond the control of the Authority. Subject to these limitations, the following access requirements will be considered to support the need for efficient and continuous construction activity:

- Access to the B6 level of the bathtub shall be available to [_____] using the existing south-north ramp subject to vehicle type and size, load and structural limitations governing the use of the ramp and operational requirements of the Authority. The use of the ramp shall be shared by all entities constructing at the WTC Site (and their contractors, agents and representatives) with equal priority through a good faith cooperative joint effort to coordinate delivery and other schedules among all entities. The ramp shall remain in place as long as possible but in no event shall it impede the progress of construction of the WTC Memorial or WTC Hub.

- Logistics within the bathtub, including, staging, storage or truck queuing on or near the access points to the ramp shall be coordinated with a focus on maintaining clear, unobstructed access to the base of the ramp, providing required emergency evacuation paths through the WTC Site from PATH as are designated now or as may be relocated in the future to accommodate construction of the WTC Memorial and WTC Hub.

- Shared access shall be maintained along the west access road (the Haul Road) from the Vesey Street intersection to the Cedar Street intersection for the duration that the road is in place prior to construction of the new northbound lanes in West Street.

- The Authority shall seek a commitment from NYSDOT to provide continuous access to the haul road from both north and south bound lanes of West Street.

- The Authority shall seek a commitment from the NYSDOT and NYCDOT that Vesey Street shall be closed to non-construction traffic for all phases of WTC Site construction, access for construction vehicles shall be maintained as possible from Church Street and West Street, and any reconfiguration of the Vesey Street walkway shall not materially reduce access for vehicles pursuant to applicable NYSDOT and/or NYCDOT permits.

The security of the WTC Site and access (including all traffic management) to and within the WTC Site will be managed and conducted in a manner that seeks to accommodate the needs of all entities who are conducting any construction or related activities on the WTC Site sufficient for the timely construction of all elements of the WTC Master Plan within the applicable construction schedules. [_____] shall work cooperatively to ensure that access for the benefit of other parties work is accommodated.

In connection with, and as a condition to, its entry onto the WTC Site, [_____] recognizes that portions of the WTC Site have been leased to 1 World Trade Center LLC, 2 World Trade Center LLC, 4 World Trade Center LLC and 5 World Trade Center LLC (collectively, the "Office Lessees") and that the Office Lessees have rights to various portions of the WTC Site pursuant to their respective Leases and other Agreements. [_____]'s entry onto the WTC Site and activities thereon are not intended to and shall not diminish, adversely affect or interefere with the Office Lessees' rights under the Leases or the other Agreements and no such rights have been waived by the Office Lessees.

Con Edison's and Verizon/ECS's access to the WTC Site to repair, replace, or upgrade its facilities supplying the WTC Site or other locations in lower Manhattan as required to maintain the safety, adequacy, or reliability of such service shall be coordinated through the SCC.

IV. Safety

[_____] shall prepare and implement the programs, plans, and procedures required by the Authority to protect worker health and safety, and shall conform with Federal, state, and local codes, rules, regulations, and ordinances, including those established by the Authority with respect to worker and public safety. Individuals who do not follow these programs, plans, and procedures shall be subject to immediate removal from the WTC Site and suspension or revocation of privileges to enter the WTC Site. Each Contractor shall prepare a site-specific health and safety plan and submit to the Authority for review and approval prior to start of work.

V. Construction

Construction activity at the WTC Site shall commence only after receiving Authority approval in the form of one of the following:

- signed Tenant Construction Application (TCA) or Tenant Alteration Application (TAA) granting full or conditional approval to proceed with construction
- fully executed contract with the Authority, if applicable
- other fully executed agreement with the Authority containing conditions for construction and/or redevelopment activity.

VI. Dispute Resolution

Nothing contained herein shall limit or affect any provisions requiring [_____] to cooperate fully, fairly, reasonably and in good faith in all respects in connection with the redevelopment and rebuilding of the WTC Site, to coordinate their efforts and interfere as little as possible with other entities development and construction activities and to negotiate in good faith such agreements as may be necessary to effectuate such redevelopment and rebuilding.

When an entity covered by this Exhibit feels aggrieved by the actions of another entity constructing on the WTC Site, the SCC shall be notified within 24 hours of the occurrence or such knowledge that a resolution of a conflict in coordination could not be reached through standard construction coordination methods. The SCC will immediately assemble the senior on site representatives from each entity to assess the dispute. The SCC will attempt to resolve the dispute in the best interest of all entities to achieve effective overall site management and coordination.

In the event agreement on resolving conflicting needs for access to and use of the WTC Site for the performance of work, including construction phasing, staging and coordination, can not be achieved on this level, the matter shall be referred to the LMCCC for resolution giving due consideration to the priorities set forth in the integrated master construction schedule for the redevelopment of the WTC Site. The SCC will advise the LMCCC of the dispute and the implications of the schedule impacts of the dispute. The LMCCC will review and mediate disputes.

In the event the dispute is not resolved the entities reserve all rights, remedies in contract and/or law that they may have, including the Authority's right to revoke access to the WTC Site.

August 31, 2011

City of New York
City Hall
New York, New York

Re: Permission to Use World Trade Center Site – for the 9/11 Ceremony on September 11, 2011

To Whom It May Concern:

Subject to all the terms and conditions of this letter agreement, the Port Authority of New York and New Jersey (the "Port Authority") hereby grants permission to the permittee set forth below (the "Permittee") to use the space designated below (the "Space") for the purpose described below and for no other purpose whatsoever:

Permittee: The City of New York (the "City")

Facility: World Trade Center Site

Space: As set forth in Attachment A, or such area, or areas, of the Facility as shall be designated from time to time by the Facility Manager, or his or her authorized designee.

Purpose: September 11, 2011 - 9/11 Ceremonies and no other purpose whatsoever.

Effective Date: Thursday, September 7, 2011 at 7:00 o'clock a.m.

Expiration Date: Tuesday, September 13, 2011 at 12:00 o'clock p.m. unless sooner terminated in accordance with the following terms and conditions.

Facility Manager: Robert Schutz

Contact Telephone Number: 347-203-1443

1. The parties acknowledge that the plan for the permitted use has been developed by the parties in consultation with each other, in order to ensure that the planned use is a safe one. This permission is subject to the condition that all

operations and activities of the Permittee shall be conducted only at such times and under such conditions as may be approved by the Facility Manager to ensure that the same can be conducted without interfering with other activities and operations at the Facility. The Permittee hereby agrees not to use or have any equipment or permit any condition to exist or to conduct the Permittee's operations or activities so as to interfere with or compromise the safe and efficient operation of the Facility; the Port Authority acknowledges, however, that the planned use has been developed by the parties in consultation with each other, in order to ensure that the planned use is a safe one. The Permittee shall contact the above named Facility staff member at the telephone number listed above prior to the Effective Date hereof to coordinate all details of the proposed use of the Space.

2. If the Port Authority determines that any of the Permittee's activities in the Space or at the Facility interfere with other activities and operations at the Facility, the Port Authority shall immediately consult with Permittee to determine an operational response to those concerns.

3. The Permittee is granted the use of the Space hereunder on a non-exclusive basis and acknowledges that it may occupy the Space contemporaneously with use thereof by other lessees or permittees of the Port Authority at the Facility, but the Port Authority agrees that such other use will be conducted in a manner consistent with all safety assurances provided for by the Port Authority. Moreover, the Port Authority agrees that such other use shall not unreasonably interfere with the Permittee's use of the Space and/or Facility, as contemplated in Attachment A.

4. (a) The Port Authority acknowledges that it has agreed to provide security within the Facility. The Permittee acknowledges that the Port Authority will have no liability of any kind whatsoever for loss, theft or damage of or to any property, equipment or materials of the Permittee or for which the Permittee is responsible placed or installed on or in the Space or elsewhere at the Facility. Without limiting the foregoing, the Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, agents and employees of and from any and all claims and demands including claims and demands of third persons for loss, theft or damage of or to any property, equipment or materials of the Permittee, or for which the Permittee is responsible, placed or installed on or in the Space or elsewhere at the Facility. In addition to the foregoing, the Permittee shall be the insurer of the Port Authority against the risk of loss or damage arising out of the Permittee's operations to any Port Authority fixtures, equipment and personal property which are a part of or are located in or on the Space and shall promptly replace or repair the same within five (5) days of such loss or damage. Further, the Permittee shall repair, replace or rebuild all or any part of the Space or the Facility which may be damaged or destroyed by the acts or omissions of the Permittee or those of its officers, employees, agents, contractors, guests, invitees or those doing business with it at the Facility. The Port Authority shall have no duty of repair or maintenance as to the Space or any fixtures, equipment or personal property which is located in or on the Space and the Permittee shall accept the same in their "as is" condition.

(b) Permittee hereby covenants and agrees that it will defend, indemnify and save harmless the Port Authority, its Commissioners, officers, agents, representatives and employees against, any and all claims, demands, penalties, fines, settlements, damages, injuries, losses, costs, expenses and judgments of whatever kind or nature to the extent arising out of the acts or omissions of the Permittee or of any of its Commissioners, officers, agents, representatives, employees, guests, and invitees.

5. The Port Authority acknowledges that the Permittee does not procure insurance to insure against risks.

6. Prior to the Effective Date hereof, the Permittee shall promptly supply, in detail, information regarding the nature of the activities contemplated to be performed hereunder and such other information regarding the Permittee's operations and activities hereunder as the Port Authority may reasonably request including, but not limited to, information regarding equipment and other property to be used by the Permittee in its operations or activities at the Facility. The Permittee agrees not to use any equipment or property to which the Port Authority may object and shall change the location of such property or equipment to another location if so directed by the Port Authority. Under no circumstances will the Permittee be permitted to use any hazardous equipment or materials including, but not limited to, firearms (except for members of the New York City Police Department) and explosives. Failure on the part of the Port Authority to object to the Permittee's operations or activities or to the use of any equipment or property or its location shall not be deemed to be an approval thereof and the Permittee acknowledges that the Port Authority undertakes no duties or responsibilities of any kind in connection with information supplied by the Permittee and shall have no liability in connection therewith. Under the terms and provisions of this agreement, the Permittee shall not and shall not be permitted to engage in any operations or activities at any area at the Facility unless such operations or activities have been authorized by the Port Authority. The Permittee hereby acknowledges and agrees that all of its operations and activities at the Space and at the Facility shall be conducted at the highest degree of safety and care and be in strict conformity with procedures as may be established by the Port Authority.

7. The Permittee shall observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the operations or activities of the Permittee hereunder. The Permittee shall observe and obey (and to compel its officers, employees, agents, contractors, guests, invitees and those doing business with it to observe and obey) the Port Authority World Trade Center Rules and Regulations (a copy of which is available from the Facility Manager) for the government of the Permittee's conduct and operations and activities at the Facility. The operations and activities of the Permittee and those of its officers, employees, agents, contractors, guests, invitees and those doing business with it shall be conducted in an orderly and proper manner so as not to annoy, disturb or be offensive to others at the Facility or interfere with the operations of the Facility and shall be in compliance with all procedures and directives established by the Manager of the Facility or his or her authorized designee. Further, the Permittee shall comply with any directives of the Facility Manager or his or her authorized designee.

8. All property, materials and equipment placed or installed in the Space by the Permittee pursuant to this agreement shall be removed therefrom immediately upon the expiration or earlier termination of this agreement.

9. This agreement may be terminated immediately by the Port Authority if the Permittee shall fail to observe or is not in compliance with any of the terms and conditions of this agreement. Termination shall not relieve the Permittee of any obligations which have accrued on or prior to termination.

10. Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof, nor of the Permittee, shall be charged personally with any liability or held liable to the Permittee or the Port Authority, as applicable, or to any other person, firm or corporation under any term or provision of this agreement, or because of its execution or attempted execution, or because of any breach thereof.

11. Notice. The contacts for the Permittee are as follows:

Nanette Smith—(212) 788-3034
Nancy Cutler—(212) 788-2711

The contacts for the Port Authority are as follows:

Chief Keith Walcott - (201) 239-3582
Inspector Richard Brazicki - (201) 239-3585
David Wildstein - (212) 435-6607
Jamie Loftus - (212) 435- 4174

12. This agreement constitutes the entire agreement of the parties on the subject matter and may be amended only in writing signed by the parties.

13. This Agreement may be executed in any number of identical counterparts and by facsimile, each of which when so executed and delivered shall be an original, but all of which taken together shall constitute one and the same instrument.

This agreement is forwarded in duplicate. If the terms of the agreement herein contained are satisfactory, the original and duplicate copy of this agreement should be signed by an authorized officer of the Permittee and returned promptly to the Port Authority. The return to the Permittee of a copy of this agreement executed on behalf of the Port Authority will place it into effect.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) Chief Operating Officer

Port Authority Use Only	
Approval as to Terms:	Approval as to Form:

Approved and accepted this
_____ day of _____, 200___:

THE CITY OF NEW YORK

By_____

(Title)_____

Approved as to form

_____
Acting Corporation Counsel

This agreement is forwarded in duplicate. If the terms of the agreement herein contained are satisfactory, the original and duplicate copy of this agreement should be signed by an authorized officer of the Permittee and returned promptly to the Port Authority. The return to the Permittee of a copy of this agreement executed on behalf of the Port Authority will place it into effect.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By_____

(Title)_____

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:

Approved and accepted this
_____ day of _____, 200___:

THE CITY OF NEW YORK

By_____

(Title) Counselor to the Mayor

Approved as to form

_____

Acting Corporation Counsel

9/8/11

Attachment A

Use of Space

All family members and credentialed working staff will enter the World Trade Center Site ("Facility") at the entrance located near Gate 1 at Vesey Street, off of West Street/9A, by way of a barricaded pathway in addition to an entrance from the South at West & Albany Streets. Staff will then proceed to their assigned work locations, and family members will proceed to an area on the West Side Highway & Haul Road to view the speaking program. Family members will then proceed onto the Memorial Plaza Site ("Memorial") at street level. All special needs requests will be accommodated by a Parks Department Golf Cart and enter the Facility through the same entrances. After spending time within the Memorial, family members will then proceed along the designated pathway to the Memorial's exit located at Liberty and West Street/9A traveling south towards Albany Street. The Permittee will also consult with the Port Authority to provide an emergency exit for attendees. The Port Authority has established Gate 4A for its staff use to access Tower 1 of the Facility for a limited period of time while security screening devices are in place. In addition, Gate 2 and 2A will be used by the Permittee for load in purposes, and Gate 2D will be used by the Permitee for load out purposes. Permittee also will erect a stage, tents, production vehicles, generators, place portable lavatories, and position EMS vehicles at the Facility. An additional viewing area within the site at Gate 3G, located along Church Street.