

Torres Rojas, Genara

FOI#13447

From: lbs4@columbia.edu
Sent: Monday, August 27, 2012 6:48 PM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: Lynne
Last Name: Sagalyn
Company: Columbia Business School
Mailing Address 1: 3022 Broadway
Mailing Address 2: 816 Uris
City: New York
State: NY
Zip Code: 10025
Email Address: lbs4@columbia.edu
Phone: 917-699-8130
Required copies of the records: Yes

List of specific record(s):

Interim Access Agreement, approximately July 18, 2002, between PA and MTA and Silverstein Lessees. Agreement allows for PA and MTA to perform essential work on the transit facilities on a portion of the WTC site.

THE PORT AUTHORITY OF NY & NJ

Daniel D. Duffy
FOI Administrator

September 12, 2012

Ms. Lynne Sagalyn
Columbia Business School
3022 Broadway, 816 Uris
New York, NY 10025

Re: Freedom of Information Reference No. 13447

Dear Ms. Sagalyn:

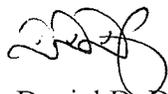
This is a response to your August 27, 2012 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for a copy of the Interim Access Agreement, dated approximately July 18, 2002, between the Port Authority and MTA and Silverstein Lessees, which allows for the Port Authority and MTA to perform essential work on the transit facilities on a portion of the WTC site.

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/13447-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").

WITNESSETH:

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

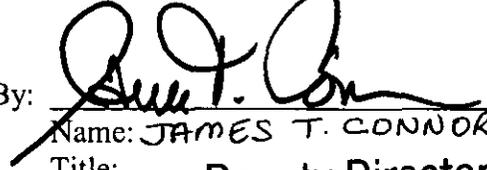
18. No Modification. This Agreement may not be modified or amended in any respect whatsoever unless such modification is reduced to writing and signed by each of the parties hereto.

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:

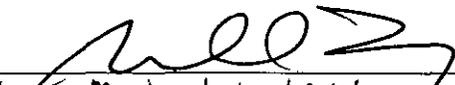
Title:

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

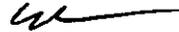
By: 
Name: Michael L. Levy
Title: Chief Financial officer

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 DRAWINGS EXEMPT UNDER EXEMPTION (4)