Duffy, Daniel

FOI # 14597

From: Maloney, Jennifer [Jennifer.Maloney@wsj.com]
Sent: Friday, January 17, 2014 6:04 PM
To: Duffy, Daniel
Subject: 9/11 Memorial lease FOIL

Dear Mr. Duffy,

I'm writing to submit a Freedom of Information request for a copy of the Port Authority's most recent lease with the National September 11 Memorial and Museum foundation.

Please provide the document in electronic form, if possible.

Best,

Jennifer

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

January 30, 2014

Ms. Jennifer Maloney
Wall Street Journal
jennifer.maloney@wsj.com

Re: Freedom of Information Reference No. 14591

Dear Ms. Maloney:

This is in response to your January 17, 2014 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy attached) for a copy of the Port Authority's most recent lease with the National September 11th Memorial and Museum Foundation.

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/14591-WTC.pdf. Paper copies of the available records are available upon request.

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

Very truly yours,

Daniel D. Duffy
FOI Administrator

Attachment

225 Park Avenue South, 17th Floor
New York, NY 10003
T: 212 435 3642
F: 212 435 7555

SECOND AMENDMENT TO WORLD TRADE CENTER MEMORIAL TEMPORARY OPERATING LICENSE

This ~~FIRST~~ Second AMENDMENT TO TEMPORARY OPERATING LICENSE (this "Amendment"), is made as of this 30th day of December, 2013 by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY ("PANYNJ" or "Licensor"), with offices located at 225 Park Avenue South, New York, New York 10003 and THE NATIONAL SEPTEMBER 11 MEMORIAL & MUSEUM AT THE WORLD TRADE CENTER FOUNDATION, INC. (the "Foundation" or "Licensee") with offices at One Liberty Plaza, 20th Floor, New York, New York 10006.

Introductory Statement

WHEREAS, the Lower Manhattan Development Corporation ("LMDC") and PANYNJ, as parties to the May 10, 2002 Cooperation Agreement (the "Cooperation Agreement"), agreed to cooperate and collaborate 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, the LMDC and the PANYNJ also entered into 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");

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); and

WHEREAS, as of September 11, 2011, the Foundation began the operation of the Memorial (as defined in the GPP), while construction of the Memorial Museum and the rest of the World Trade Center site (the "WTC Site") continues pursuant to the Plan;

WHEREAS, by the World Trade Center Memorial Temporary Operating License made September 9, 2011 (as may be further amended, the "License") to memorialize the rights and responsibilities of the parties with respect to the operation of the Memorial (the "Memorial Program") from and after September 11, 2011 until such time the Foundation or its written designee acquires a possessory real property interest with respect to the entire Memorial Area (capitalized terms used herein but not defined herein shall have the meaning set forth in the License);

WHEREAS, Section 3 of the License provides in pertinent part that the License Term shall end on the earlier to occur of (i) midnight, local time, on September 10, 2013, or unless further extended by the parties, or (ii) midnight, local time, on the date upon which the Foundation acquires a possessory real property interest with respect to the Licensed Area, or (iii) the date upon which a superseding agreement has been fully executed and delivered by the Parties;

WHEREAS, in order to further the goals and objectives of the parties, the parties desire to extend the License on the terms and conditions set forth herein;

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

1. Section 3(a) of the License is hereby modified to read in its entirety as follows:

"(a) The term of the License (the "License Term") shall commence as of 12:01 a.m., local time, on September 11, 2011 (the "Commencement Date"), and shall end on the "Expiration Date", which shall be the earliest to occur of (i) midnight, local time, on March 31, 2014, or unless further extended by the parties, or (ii) midnight, local time, on the date upon which the Foundation acquires a possessory real property interest with respect to the Licensed Area, or (iii) the date upon which a superseding agreement has been fully executed and delivered by the Parties."

2. The License is hereby ratified and, except as expressly provided herein remains unmodified and in full force and effect.

3. This Amendment shall inure to the benefit of and bind the parties and their representatives, successors and assigns. Nothing in this Amendment, express or implied, is intended to confer on any person (other than the parties) any rights, obligations, liabilities, or remedies; to constitute Licensor or Licensee as partners or co-venturers; or to waive any claim or right of any party hereto against any Person who is not a part hereto.

4. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York without regard to the choice of law rules for the State of New York.

5. Neither the Commissioners of Licensor nor the directors of the 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 Amendment or because of its execution or attempted execution or because of any breach or attempted or alleged breach thereof.

6. No waiver of any of the provisions of this Amendment 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.

7. The invalidity or unenforceability of any one or more provisions of this Amendment 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.

8. This Amendment may be amended or modified only by a written instrument executed by the parties hereto.

9. This Amendment 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 Amendment 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.

10. Each person signing this Amendment on behalf of a party hereto warrants and assures that s/he has been duly authorized to execute such agreements to bind the Party on whose behalf s/he executes this Amendment.

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

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By:_____
Name:
Title:

THE NATIONAL SEPTEMBER 11 MEMORIAL & MUSEUM AT THE WORLD TRADE CENTER FOUNDATION, INC.

By:_____
Name: David Langford
Title: CFO