

JUL 17 '97 03:39PM SILVERSTEIN PROP
07/17/97 THU 11:28 TEL 212 725 0398

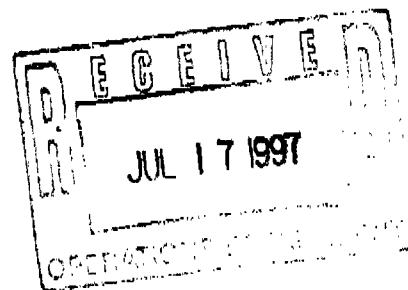
MILO KLEINBERG

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MILO KLEINBERG DESIGN ASSOCIATES, INC.
ELEVEN EAST 26TH STREET, NEW YORK, NY 10010
TEL. 212-532-9800 FAX 212-889-2180



FAX COVER SHEET

Thursday, July 17, 1997.... 11:14 AM

NUMBER OF PAGES INCLUDING COVER SHEET: **13**

TO: Silverstein Properties, Inc

FROM: Jerry Herman

ATT: Mr. Chi Chu

RE: WTC/PA TAA : application forms

FAX LINE: (212) 687-0067

REMARKS:

☐ URGENT ☒ FOR YOUR REVIEW ☐ REPLY ASAP ☐ PLEASE COMMENT

Per your request, find the following copies of Port Authority Tenant Application forms:

1 page - TAA application form

2 pages - Rider 'A'

1 page - Rider 'B'

7 pages - Rider 'C'

1 page - Rider 'F'

SIGNED: JHerman
C/C

IF TRANSMISSION IS INCOMPLETE OR ILLEGIBLE, PLEASE CALL IMMEDIATELY.....212-532-9800

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MAY-23-1997 11:57

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One World Trade Center, New York, N.Y. 10048

TENANT CONSTRUCTION OR ALTERATION APPLICATION

1	1	APPLICANT'S RIDE
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APPLICANT MUST READ THE TERMS AND CONDITIONS PRINTED ON THE REVERSE HEREOF

The Applicant shall not commence performance of any of the said work prior to the receipt of a copy of this application duly signed in Part Two hereof on behalf of The Port Authority of New York and New Jersey. Upon receipt thereof, the Applicant agrees to perform said work in accordance with the following "Information to be Furnished by Applicant" and to comply with and be bound by all requirements and conditions set forth below under the remarks, if any, and the terms and conditions set forth on the reverse hereof.

Applicant of a copy of this application. Upon receipt thereof, the Applicant agrees to perform said work in accordance with the following "Information to be Furnished by Applicant" and to comply with and be bound by all requirements and conditions set forth below under the remarks, if any, and the terms and conditions set forth on the reverse hereof.

PART ONE: Information to be furnished by Applicant (Refer to your lease or permit for required information)

Permittee is hereby requested to perform the following described work on the space occupied by the

AT FACILITY	WTC	FURNISH TO LEASE, SPACE PERMIT NUMBER	LEASE OR PERMIT NUMBER OR AREA OF SPACE
-------------	-----	---------------------------------------	---

DESCRIPTION OF WORK AND REASON

ESTIMATED COST OF WORK	\$	ESTIMATED TIME TO COMPLETE (DAYS)	STARTING DATE
------------------------	----	-----------------------------------	---------------

COMPLETION DATE	
-----------------	--

Plans: Plans of each drawing must be submitted with copies of application. Include floor plan and show all proposed work (size 8 1/2" x 11" or larger).

affected by

TITLE OF DRAWING	DRAWING NUMBER	DATED
------------------	----------------	-------

NAME & ADDRESS OF CONTRACTOR (IF NOT KNOWN, SUBMIT LATER)	NAME AND ADDRESS OF ENGINEER OR ARCHITECT	TELEPHONE NUMBER
		LICENSE NUMBER

SEND CORRESPONDENCE TO: NAME AND ADDRESS OF EMPLOYEE IN CHARGE OF WORK	ENGINEER OR ARCHITECT CERTIFICATION
TELEPHONE NUMBER	I have supervised the preparation of plans and specifications for the work and hereby certify that they conform to the requirements of the respective authorities, ordinances, rules and regulations of the City, town or municipality in regard to construction and are in regard to health and the protection of work a private occupation.

APPLICANT'S NAME (AS IT APPEARS ON LEASE OR PERMIT)	BY SIGNATURE OF AUTHORIZED REP.	TITLE	DATE	SIGNATURE OF LICENSED PROFESSIONAL ENGINEER OR ARCHITECT	DATE
---	---------------------------------	-------	------	--	------

The Contractor by signing below agrees to all the terms and conditions on this application and printed on the reverse side thereof, including its indemnifying the Port Authority, and further agrees to be bound by all rules and schedules attached to this application.

☐ The Applicant must check here if the Professional Certification Program is elected for tenant construction at the World Trade Center.

Signature: _____ Date: _____ Signature: _____ Date: _____

Address: _____

Please advise the undersigned, in writing, when this work has been completed.

PART TWO: Prepared by Port Authority and returned to Applicant

The above Application is ☐ Approved ☐ Disapproved. Subject to the following conditions:

☐ Continued on Rider "A," "B," "C," "F," and "G" (Rider G will be included only for the Professional Certification Program)

THE PORT AUTHORITY OF NY & NJ

INSPECTED BY	DATE	BY	TITLE	DATE
			Manager of Planning Services/WTC	

05/23/97 FRI 11:41 [TX/RX NO 9992]

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Revised Sept. 1995

**WORLD TRADE CENTER****TENANT CONSTRUCTION OR ALTERATION APPLICATION**

Tenant:	Lease No.: WT-
Contract No.: WTC-	Tenant Alteration Application No.:
Filing Fee No.:	

Rider "A"**Additional Terms and Conditions**

A. The agreement between the Applicant and any materialman, contractor, subcontractor shall contain the following provisions:

1. That the Contractor shall arrange with the Port Authority's WTC Construction Division for scheduled use of material elevators 48 hours in advance of required use.

It is presently anticipated, but not guaranteed that the elevator cars used for hoisting will be made available to the Contractor during normal working hours, 8:00 am to 5:00 pm, Monday through Friday, and outside normal working hours, at such times as they are available. The assignment of such cars during the Contractor's normal and overtime hours will be on a first come, first serve basis in accordance with a schedule which will be determined by the WTC Construction Division on a week-to-week basis, approximately 48 hours in advance of usage. Contractual commitments with others have been made and will be made during the period when deliveries are to be made hereunder. No representation is made that these cars will be made available to the Contractor on specific dates, or at any given time either during, or outside normal working hours.

After making such arrangements and being assigned elevator hours for deliveries, the Contractor shall pay for all the assigned time plus usage in excess of such assigned time at the following rates:

- a) For the first hour, part thereof, a minimum of \$75.00 per hour, per car during normal working hours, and \$150.00 per hour, per car during other than normal working hours.
 - b) For each subsequent half hour, or portion thereof, a minimum of \$75.00 per hour per car during normal working hours; \$150.00 per hour per car during other than normal hours.
2. That upon notice from the Port Authority, the Contractor shall halt any and all construction which in the opinion of the Port Authority is not or would not proceed until the Contractor's proposal to correct the work and procedures have been approved by the Port Authority.
 3. That the Contractor shall daily clean up all refuse, rubbish, scrap materials and debris caused by his operation: that at all times, the construction site shall present a neat, orderly and workmanlike appearance. The Contractor shall remove and deposit the above refuse, rubbish, scrap materials and debris into containers (capacity one-half (1/2) cubic yards) centrally located, which will be supplied and emptied by the Authority, dependent upon the amount of debris removed at a minimum charge of \$51.00 per half cubic yard to the Contractor.

If the Contractor fails to place the refuse, rubbish, scrap materials and debris on a daily basis into such containers, then the Authority shall authorize others to perform these removals and the cost thereof shall be back-charged to the Contractor. These back-charges will be determined by the Authority. The removal as described above, shall be accomplished without storing excess quantities of any refuse, rubbish, scrap materials and debris of any sort resulting from the removal operations. However, it shall be the Contractor's responsibility to advise the Authority when he requires containers.

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Rider "A"

Additional Terms and Conditions

4. That the Contractor shall compensate the Port Authority, at the rate of twenty-five Dollars (\$25.00) per hour, or portion thereof (minimum of four (4) hours), provided by a uniformed guard in connection with maintaining security in a tenant area adjacent to, over or under the premises covered by this approved Application due to work required under this Application during the absence of any representative of that tenant, or the requirement of that tenant that a guard be provided in his area.
5. That the Applicant shall withhold payment to the Contractor of at least ten percent (10%) of the contract cost until the Applicant receives the certificate of completion from the Port Authority indicating that the work has been completed in accordance with the terms and conditions of the Application and that all claims by the Port Authority for services in connection with inspection of the work, holding, cleanup, or any other claims deemed appropriate by the Port Authority have been satisfied; and that the Applicant, out of such monies withheld, will have the right and shall compensate the Port Authority for such claims.

Prior to execution of any agreement between the Applicant and a Contractor, subcontractor, or materialman, the tenant shall submit their name, address and a telephone number. In no case shall the Applicant enter into any agreement for work on the premises with any contractor, subcontractor, or materialman who have not been approved in writing by the Port Authority for such work.

This Application shall be deemed withdrawn by the Applicant in the event performance of the work covered hereunder has not been commenced within one (1) year after the approval date, as shown in the lower right corner of this Application. In such event, the Applicant shall not commence performance of any work until the Applicant has submitted a new application to the Port Authority for its approval and has received a copy of such Application duly signed in Part Two thereof on behalf of the Port Authority.

Effective July 1, 1992, the Port Authority will charge fees for the review of Tenant Alteration, or Construction Applications, as per the following schedule, which represents fees similar to those of New York City for filing alteration plans in privately owned buildings.

Construction Dollars	Dollar Value of Fee
Up to \$1,000.00	\$ 75.00
\$1001.00 to \$2,000.00	\$100.00
\$2001.00 to \$3,000.00	\$120.00
\$3001.00 to \$4,000.00	\$140.00
\$4001.00 to \$5,000.00	\$160.00

In excess of \$5,000.00, the fee is \$160.00 plus \$10.30 per \$1,000.00, or fraction thereof above \$5,000.00

Initialed:

Applicant: _____

Date: _____

Contractor: _____

Date: _____

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Revised Sept. 1995

**WORLD TRADE CENTER****TENANT CONSTRUCTION OR ALTERATION APPLICATION**

Tenant:	Lease No.: WT-
Contract No.: WTC-	Tenant Alteration Application No.:
Filing Fee No.:	

Rider "B"**Claims of Third Persons**

The contractor undertakes to pay all claims lawfully made against him by subcontractors, materialmen and workmen, and all claims lawfully made against him by other third party persons arising out of or in connection with or because of the performance of this Contract and to cause all subcontractors to pay, all such claims lawfully made against them.

If the Contractor fails to pay any such claim lawfully made against him, or any subcontractor of the aforesaid contingencies is likely to arise, then the owner shall have the right, in its discretion, to withhold out of any payment (final or otherwise and even though such payment has already been certified as due) such sums as the owner may deem ample to secure the payment of such claims and to apply such sums in such manner as the owner may deem proper to satisfy such claims. All sums so applied shall be deducted from the owner's compensation, omission by the owner to withhold out of any payment, final or otherwise, a sum of any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that the owner does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of the owner to withhold and apply monies, nor any exercise, or attempted exercise of, or omission to exercise, such rights by the owner shall create any obligation of any kind to such materialmen, subcontractors, workmen, or other third persons.

Until actual payment to the Contractor, his right to any amount to be paid under this Contract (even though such amount has already been certified as due) shall be subordinate to the rights of the owner under this numbered clause

No Port Authority Obligations

No obligations, or liabilities to the Contractor are assumed, or intended to be assumed by the Port Authority

Indemnity

A. The Contractor shall indemnify and hold harmless the Port Authority, its Commissioners, Officers, Agents and Employees, against and from,

1. The risk of injuries (including wrongful death), or damage direct or consequential, to it or them or to its or their property, arising out of, or in connection with the performance of the work, and,
2. The risk of claims and demands by third persons, arising, or alleged to arise out of the performance of the work, whether such risks arise out of acts, or omissions of the Contractor, or the Port Authority, or otherwise.

B. If so directed, the Contractor shall at its own expense defend any suit based upon any such claim, or demand (even if such suit, claim, or demand is groundless, false, or fraudulent) and in handling such, it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defenses 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 provision of any statutes respecting suits against the Port Authority.

Initialed:

Applicant: ✓

Date: ✓

Contractor: ✓

Date: ✓

05/23/97 FRI 11:00 [TX/RX NO 9902]

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MAY-23-1997 12:00

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Revised Sept. 1995



WORLD TRADE CENTER

TENANT CONSTRUCTION OR ALTERATION APPLICATION

Tenant:	Lease No.: WT-
Contract No.: WTC-	Tenant Alteration Application No.:
Filing Fee No.:	

Rider "C"

General Requirements

- A. 1. a) The WTC Project Manager (Planning & Design Division) for this T.A. is _____ located at 1WTC, Suite 36 South, Telephone: 212-495-_____
b) The WTC Supervising Engineer is Mr. Joseph Panebianco located at 1WTC, Suite _____, Telephone: 212-495-3226.
2. In case of start of construction via an approved Tenant Alteration Application, or otherwise, it shall be the responsibility of the Tenant, or his Consultant to comply with any additional requirements resulting from Port Authority review.
3. Only the Contractor, whose signature appears on this Application and his sub-contractors, will be permitted to begin work at the construction site after approval of his Certification of Insurance. Any other Contractor who may be required to perform work under this Application will not be permitted to work at the construction site until he provides a separate Certification of Insurance which is approved by the Port Authority.
4. The Contractor shall notify the WTC Supervising Engineer and the Manager of WTC Plant and Structure, or their designated representatives, regarding any request for shutdown of base building utilities which will cause interruption of services in other areas of the building. Such request must be delivered to the Manager of WTC Plant and Structures at least ten (10) working days prior to the requested shutdown and shall be subject to the final approval of the Manager of WTC Plant and Structures.
5. All arrangements for temporary utilities, garbage removal, elevator services, etc., are the responsibility of the Contractor.
6. The Contractor shall at no time overload the freight elevators with his materials. Further, in order not to create an unsafe condition, he shall notify the Port Authority Inspector whenever the weight of the materials will exceed 50% of the capacity of the elevator. In such cases, the Port Authority Inspector will make arrangements to have the elevator maintenance personnel temporarily support the elevator cab to prevent it from being out of level during loading as a result of cable stretch. The Contractor shall reimburse the Port Authority for the cost of WTC Operations maintenance personnel at the rate of \$55.00 per hour.
7. The approval of all Shop Drawings is the responsibility of the Tenant's Consultants. Approved copies of same shall be submitted to the World Trade Center Project Manager for record purposes.
8. The Contract Drawings duly approved by World Trade Center Planning & Design Division, and Shop Drawings approved by the Tenant's Consultants shall be the only drawings used for construction.
9. All work under this Tenant Alteration Application will be subject to Port Authority inspection to ensure that it is in conformance with approved Contract Drawings, Specifications and Shop Drawings.

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Rider "C"

General Requirements

10. Upon completion of this work, and issuance of the Permit to Occupy, one (1) complete set of reproducible Contact film, wash-off type "As-built" drawings (drawings would not be folded), confirmed Specifications, all Shop Drawings, catalog cuts, etc., verified and approved by the responsible Architect/Engineer of Record, must be submitted to the World Trade Center Project Manager. In addition, one (1) copy of the AutoCAD compatible computer files that were used to prepare the drawings shall be submitted on 1.44 Megabyte floppy disk (1) for Port Authority records.
11. The Tenant and his Contractor shall plan and conduct all their operations as to work in harmony with others engaged at the construction site, and not to delay, endanger, or interfere with the operations of others.
12. The Port Authority maintains a stock of certain World Trade Center stock and materials, which the Contractor may purchase. A complete list of available materials is obtainable from Ms. Patricia Bouay, WTC Planning & Design Division, One World Trade Center, Suite 36 South, Telephone: 212-435-7002.
13. It is the responsibility of the Contractor to return all World Trade Center Building Standard attic stock materials to be salvaged, as specified and directed by the Port Authority Inspector from WTC Construction Division.
14. The Contractor shall submit affidavits attesting to the fire retardancy of all wood construction, temporary or permanent, prior to installation, per New York City Building Code Section 27-328, to the WTC Supervising Engineer, or to the WTC Construction Inspector representing him in the field.
15. The following criteria shall be adhered to for all new electrical/telephone conduit coring of floor slabs in any World Trade Center building:
 - a) All coring through floor slabs shall be strictly in accordance with Port Authority coring criteria standard drawings S-C1, S-C2 and S-C3.
 - b) The Tenant's Consultant shall submit to the Port Authority a scaled core drawing with all Tenant Alteration Applications that require coring to be performed. The drawing(s) shall encompass the entire demised leasehold where coring work is extensive. Each cored hole shall be identified as to new, existing, active, abandoned, abandoned and filled, etc., and the hole shall be located with dimensions. Sizes of cores shall also be indicated. Where coring is required in conjunction with a Tenant Alteration Application of a minor nature, adjacent existing cores shall be identified and located by dimensions on the core drawing.
 - c) All floor outlets to be removed, or abandoned, shall have all power wiring and cables removed back to the base building electrical closet panels, including all duct, wires and cables that are PVC-insulated. The after-set fittings shall be removed and filled in accordance with requirements of "a" above.
 - d) When removing unused, or abandoned communication cables, the cables shall be removed from the cells all the way back to the binding posts in the Telephone Closets.
 - e) Upon verification that communication equipment in telephone closets is completely abandoned, contractor shall remove frames, card holders and miscellaneous inactive equipment as well.
16. Core drilling and the shooting of studs into slabs, etc., with the use of power actuated fasteners, pneumatic and electrical handlers, or any other noise producing equipment, shall be permitted only between the hours of 6:00 PM and 8:00 AM. Further, an observer is required on the floor below to check for water leakage during the core drilling operation. In the event the Contractor is engaged in any other "noisy" operations, which disturb adjacent Tenant(s) operations, the Port Authority, at its sole discretion, may require the Contractor to perform said "noisy" operations during non-business hours.

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Rider "C"**General Requirements**

17. In the event the Contractor's work will affect the activation of smoke detectors, or other warning devices, the Contractor shall request the WTC Construction Inspector to have WTC Operations maintenance personnel deactivate such devices. During the deactivation period, the contractor shall provide qualified personnel to look for any unsafe conditions and consult the appropriate authorized personnel to take the necessary action, as directed by the WTC Construction Inspector. Upon termination of above stated work conditions, the Contractor shall request the WTC Construction Inspector and WTC Operations maintenance personnel to activate the smoke detectors and other warning devices. The Contractor shall reimburse the Port Authority for the cost of providing WTC Operations maintenance personnel at the rate of \$ 45.00 per hour (normal time), or \$55.00 per hour (premium time).

During burning and welding operations, the Contractor must use a smoke eater. Smoke eaters are available from the Port Authority at a rate of \$25.00 per day, per unit.

Life Safety Systems

18. a) The Tenant's Consultant responsible for the preparation of Contract Documents shall provide wiring diagrams, installation procedures and applicable Shop Drawings for all new and existing life safety systems to be modified. The drawings shall indicate location of cable terminations, sequence of operation, and specifications of all the component parts. All the life safety systems shall be connected to the World Trade Center Multiplex System. Systems involving more than one floor shall give a floor by floor fire indication to the Multiplex System. The applicable systems shall include, but not be limited to, smoke detection, pre-action systems, and Halon. The documents required herein shall be submitted for Port Authority review at the time that other required Tenant Alteration Application documents are submitted.
- b) The Contractor shall perform preliminary testing of all fire and life safety equipment and systems to ensure that each component of every system functions in accordance with the approved Contract Documents, including but not limited to all wiring and connections, flow alarms, tamper alarms, electrical controls, smoke detectors, automatic dampers, interlock devices, air testing of piping, and other testing, as directed by the Port Authority. An approved substitute for Halon, e.g., air carbon dioxide, or other inert gas, or a suitable Freon may be used as a test medium during the preliminary testing of a Halon installation. All preliminary and final testing shall be performed in the presence of sub-contractor's personnel and Port Authority staff, as required by the WTC Construction Supervising Engineer.
- c) Any fire safety work, including but not limited to, smoke detectors, sprinklers, Halon systems, etc., shall be completed and operational prior to the Tenant occupancy of the premises. Occupancy may be permitted prior to completion of such work, only if approved by the Port Authority, in writing. In such instances, the Tenant must maintain a fire watch on the premises during the time that the premises remains unattended.
- d) The Contractor shall not perform any construction, hook-up, demolition, etc., at any location other than within the physical boundaries of the construction site as shown on the Contract Drawings appended to the Tenant Alteration Application. For any work not specifically shown and noted on the approved Contract Drawings and which is outside of the construction site, and the scope of which is part of the approved Tenant Alteration Application, the contractor shall submit to the WTC Supervising Engineer named herein before the start of the work the exact routing to be followed in the performance of the Work. The routing shall then be evaluated by the WTC Asbestos Control Section to determine if any asbestos is present and if it might be disturbed.

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Rider "C"
Life Safety Systems

- c) Prior to occupancy of the premises, and prior to issuance of a Certificate of Completion the Tenant shall furnish to the WTC Supervising Engineer, a copy of an executed Agreement between the Tenant and a Contractor who shall be responsible for inspection and maintenance, as required by the New York City Fire Prevention Code of each new and/or existing tenant life safety system, including but not limited to, smoke detection, pre-action sprinkler systems and Halon suppression systems. This Agreement may not be canceled, terminated, or modified without written advance request to the Port Authority.

The Agreement between the Tenant and the Contractor shall provide that the Contractor is approved by the city of New York to perform such maintenance and inspection functions; that the Contractor will furnish copies of all periodic tests to the Port Authority Fire Safety Coordinator, Fire Safety Programs; that the Contractor will furnish copies of any renewal agreements at least 15 days prior to expiration and will notify the Port Authority Coordinator, Fire Safety Program, in the event that the Agreement has been canceled.

19. The Contractor shall mark the location of smoke detectors installed above ceilings with colored push-pins on the underside of the ceiling tiles. The pins may be obtained from WTC Operations at the B-2 Level. For smoke detectors located below the raised floor, the Contractor shall mark their locations with distinctive colored push-pins on the ceiling directly above the detectors, or mount on the wall within the room, a partial floor plan showing the raised floor area with dimensioned locations for each smoke detector.
20. It is required that existing demising walls be checked for penetrations and sealed to restore their fire rating. In addition, all existing structural steel fireproofing must be patched where material is missing, as required by the WTC Supervising Engineer. The materials used for sealing penetrations and patching fireproofing shall be as approved by the Port Authority.
21. It shall be the responsibility of the Tenant's consultant to see to it that the following requirement is met: All electrical work to be performed, including all electrical devices to which, or from which, any electrical connection, or disconnections are to be made, shall be shown on the Electrical Drawings.
22. The Contractor shall remove all electrical devices, including all conduits and wiring specified on the drawings, to be no longer in use.
23. Materials containing PVC will not be permitted in any permanent construction except for carpeting and underlayment.
24. The Tenant's Consultant shall submit for review and approved by the Port Authority catalog cuts for all new electrical panels and new circuit breakers which shall indicate that they are U.L. listed. In addition, whenever circuit breakers are to be installed in existing panels, or in panels not made by the circuit breaker manufacturer, such circuit breakers shall be U.L. classified for use in load centers and panel-boards manufactured by others.

Special Requirements

- B. The following Items numbers 25 through 35 are not applicable to Communications Systems installations.
25. All permanent lock-sets, keying, etc., must be of the "Corbin" system and must conform with Port Authority requirements regarding stamping and keying of master ring cylinders having the Port Authority key-way. It is required that the Tenant purchase all their cylinders from the Port Authority. The Contractor must contact the World Trade Center Locksmith Shop, Four World Trade Center, 4th Floor, Telephone: 212-435-3182.

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Ridar "C"**Special Requirements****26. Induction Units:**

- a) The contractor shall thoroughly clean all induction units, removing all dust and debris from plenum chamber. All induction unit thermostats shall be thoroughly checked for proper operation and recalibrated where required, or replaced if not functional. Only thermostats manufactured by Honeywell shall be installed in the peripheral HVAC Systems.
- b) The Contractor shall adjust induction unit's performance and remove excessive induction units as required in the contract documents. The Contractor shall be careful in removing the induction units, especially not to damage the piping.
- c) It is required that minimum six (6) inches clearance in front of induction unit intake grilles be provided to assure that the induction units can operate properly and deliver their design quantities.

27. Upon completion and testing of the HVAC Systems, four (4) copies of the Balancing Report must be submitted to the WTC Construction Supervising Engineer. One (1) copy shall be sent to the World Trade Center Project Manager. The testing must be performed in the presence of a WTC Construction Inspector.

28. Whenever equipment using condenser water is installed, the Contractor shall submit the following information to the WTC Supervising Engineer.

- a) A copy of the Name Plate Data for each A/C unit, including but not limited to the name of manufacturer, Model number, Serial number, and the rated capacity in BTU hour, or tons. This information shall be verified by the WTC Construction Inspector after installation is completed.
- b) Catalog cuts, operating manuals, and/or other documents which describe all the operating characteristics of each A/C unit.
- c) The information requested in the foregoing sub-paragraphs a) and b) of this numbered paragraph must be complied with prior to activating the system.

29. The following signage requirements shall be complied with by the Contractor:

- a) All open-ended piping terminating at a Janitor's Service Closet, i.e., HVAC condensate drains, sprinkler system drains or other similar drain points, shall have durable signs securely affixed to the piping to identify the source of water by showing Tenant's name and system.
- b) All tenant connections to the World Trade Center condenser water, or similar auxiliary systems shall have durable signs which identify the tenant, tenant floor location and service (supply, or return). These signs shall be clearly visible from the floor level and have black lettering on a safety green background.
- c) All tenant standpipe, or sprinkler systems shall have durable signs installed at all flow test connections which instruct the Inspector to notify the WTC Operations Desk at 435-4164 prior to the start of any system tests.

30. Whenever the support system for any suspended ceiling is to be altered, or replaced as a result of any work authorized by this Alteration Application, the Tenant's Architect, or Engineer, whose seal appears thereon, shall provide details of the ceiling support system which conform to the standards set forth in the applicable Section of the New York City Building Code Section, and Port Authority Tenant Construction Review Manual, where these standards establish different, or conflicting requirements the more stringent requirement will prevail.

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Rider "C"
Special Requirements

31. **Audibility of the Fire Alarm Communications System must be maintained, as required by New York City Building Code Sections 27-972 and 27-975.**
 - a) **A preliminary audibility test of the existing Fire Alarm Communications System shall be done in the presence of WTC Construction Inspector, Fire Safety Engineer, the Contractor and a Tenant representative prior to commencement of any work in the ceiling. If the results of this preliminary test find the audibility unsatisfactory, the Port Authority will take corrective action. If the results are satisfactory, no action is required by the Port Authority. The Port Authority shall receive a written copy of the Test results which are to be submitted to the Fire Safety Engineer.**
 - b) **After construction is completed, and as part of the final inspection, an audibility test must be performed in the presence of a WTC Construction Inspector. If the test results are unsatisfactory, it is then the responsibility of the Contractor to correct the problems with the additional speakers and/or amplifiers, as required.**
32. **If sprinklers are being installed, four (4) black and whites and one (1) reproducible copy of Shop Drawing(s) and Hydraulic Calculations stamped "Approved" by the Architect/Engineer of Record must be submitted to the WTC Project Manager for approval.**
33. **The Tenant shall insulate those 17"x 8" supply ducts that are parallel with the North and South exposures in Two World Trade Center, and the East and West exposures in One World Trade Center. A copy of the criteria for this work entitled, "Supply Duct Insulation Specification", dated June 8, 1983, can be obtained from the World Trade Center Planning and Design Project Manager.**
34. **No Tenant shall connect to World Trade Center base building pneumatic control piping. If pneumatic controls are required, the Tenant shall provide his own compressor.**
35. **All proposed public corridor signage not being provided by the Port Authority, including door signs, shall be submitted to the WTC Project Manager for review and approval prior to fabrication, installation of customized signs are only permitted on Flex wood doors.**
36. **The drawings dated or revised dated, as referred to on the Application Form are the only drawings released for construction by the approval of this Tenant Alteration Application. Additional drawings, or the above mentioned drawings with new revision dates are not approved for construction unless approved in writing, which is signed and issued by the WTC Project Manager named herein. No other drawings are permitted to be used on the construction site.**
37. **Retail tenants shall be responsible for protecting their store fronts with hurricane shutters that incorporate the World Trade Center's design standards.**
38. **Delivery of material to the World Trade Center via the Barclay Street ramp entrance is limited to trucks and trailers not exceeding 11'-9" in height unloaded.**
39. **The Contractor shall notify the Tenant's Architect/Engineer of Record and the WTC Supervising Engineer of any floor penetrations that are not shown on the contract drawings. Any necessary remedial closing of penetrations shall be as directed and supervised by the Tenant's Architect/Engineer in accordance with the requirements of Item 15 above.**
40. **Certification by the Registered Architect, or Professional Engineer, of the Applicant's choosing shall be executed by an authorized officer of the Applicant and shall be submitted to the Port Authority prior to occupancy. Such certificate shall declare that the construction work has been satisfactorily completed for occupancy in accordance with the approved plans and specifications and all jurisdictional building codes.**

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Rider "C"

**Additional Requirements Resulting From the Review of
Contract Drawings and Specifications by the Port Authority**

- C. Certification by the Registered Architect, or Professional Engineer, whose seal and signature appear on the Tenant Alteration review request shall be submitted to the Port Authority prior to occupancy. Such Certification shall declare that the construction work has been satisfactorily completed for occupancy in accordance with the approved plans and specifications. The Registered Architect, or Professional Engineer, referred to herein shall be prohibited from having any association, or other affiliation with the Contractor.

Chilled/Condenser Water Requirements

- D. This Tenant Alteration Application requires the use of:

_____ Chilled Water _____ Tons _____ Condenser Water _____ Tons

This Tenant Alteration Application does not require the use of:

_____ Chilled Water _____ Condenser Water

See Attachment "A" for technical details.

Initialed:

Applicant: ✓

Date: ✓

Contractor: ✓

Date: ✓

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Revised Sept. 1995

**WORLD TRADE CENTER****TENANT CONSTRUCTION OR ALTERATION APPLICATION**

Tenant:	Lease No.: WT-
Contract No.: WTC-	Tenant Alteration Application No.:
Filing Fee No.:	

Rider "F"**General Requirements**

- A. 1. The Applicant shall not commence performance of any of the said work prior to the receipt by Applicant of a copy of this Application duly signed in Part Two hereof on behalf of The Port Authority of New York & New Jersey. Upon receipt thereof, the Applicant and Contractor agree to perform said work in accordance with the following "information to be furnished by Applicant" and to comply with, and be bound by all requirements and conditions set forth below under the remarks, if any, in Part Two hereof, and the terms and conditions set forth on the reverse hereof, and any Riders attached.
2. Minimum Insurance Limits, unless specified to be greater, bodily injury \$2,000,000.00 each person; \$2,000,000.00 each occurrence; property damage \$500,000.00 each accident; \$500,000.00 aggregate.

Terms and Conditions

3. The Applicant and Contractor shall indemnify and hold harmless the Port Authority, its Commissioners, Officers, Agents and Employees, against and from:
- a) The risk of any and all claims of injuries (including wrongful death, or damage direct, or consequential, to it, or them, or to its, or their property, arising out of or in connection with the performance of the work, and;
 - b) The risk of claims and demands by third persons arising, or alleged to arise out of the performance of the work, whether such risks arise out of acts, or omissions of the Applicant, its Contractors, the Port Authority, or otherwise, except where indemnity would be precluded by New York State General Obligations Law.

Initialed:

Applicant: /

Date: /

Contractor: /

Date: /

TOTAL P.13

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