

Salomon Smith Barney Holdings Inc.

~~Salomon Smith Barney~~
7 World Trade Center
New York, New York

As of March 25, 1998

7 World Trade Company, L.P.
521 Fifth Avenue
New York, New York

Re: Lease dated November 23, 1988 as amended ("Salomon Lease")
now between 7 World Trade Company L.P. and Salomon Inc.

Premises: 7 World Trade Center
New York, New York ("Building")

Gentlemen:

You have advised us of your intention to negotiate and execute a lease for a portion of the 7th floor and the entire 23rd floor of the Building ("23rdFL") with the City of New York for use by the Mayor's Office of Emergency Management ("City Lease"). The 23rdFL forms a part of the Second Option Space (as defined in Section 32.02 of the Salomon Lease) under the Salomon Lease.

This letter will confirm our understanding and agreement that (i) the 23rdFL is deleted from the Second Option Space, (ii) *Salomon Smith Barney Holdings Inc.* ~~Salomon Smith Barney~~ waives any and all rights by it to the leasing of the *Salomon Smith Barney Holdings Inc.* 23rdFL and (iii) ~~Salomon Smith Barney~~ waives the restrictions contained in

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Section 7.02(a)(ii) of the Salomon Lease with respect to the City Lease. Notwithstanding the preceding clauses (i) and (ii), if the City Lease is terminated prior to ^{MAY 31, 2006}~~July 1, 2002~~, the 23rd FL shall be restored as part of the Second Option Space.

01/15

The undersigned represents that it is the holder of the leasehold estate of the tenant demised under the Salomon Lease.

Very truly yours,
Salomon Smith Barney Holdings Inc.

By: Thomas W. Jrspe (WTC)
Name: Thomas W. Jrspe
Title: Treasurer

Agreed:

7 World Trade Company, Inc.
By: Silverstein-7 World Trade Company, Inc.
General Partner

By: LARRY A. SILVERSTEIN
Name: LARRY A. SILVERSTEIN
Title: President

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