

**NON-DISTURBANCE ATTORNMENT AND
SUBORDINATION AGREEMENT**

Dated: August 31, 1998

Landlord: 7 World Trade Company, L. P.

Tenant: The City of New York

Address of Tenant: c/o Department of Citywide Administrative Services
1 Centre Street, 20th Floor North
New York, New York 10007

Date of Lease and Amendments, if any: March 25, 1998

Premises: 7 World Trade Center, New York, New York, Section 1. Block 84, Lot 36, also designated as 60-78 Barclay Street, New York, New York, as more fully described by metes and bounds in Exhibit A hereto

Teachers Insurance and Annuity Association of America, a New York corporation ("Mortgagee", which term shall include any purchaser of the Premises at foreclosure or under a deed in lieu of foreclosure and any other party claiming by, through or under Teachers Insurance and Annuity Association of America) having an office at 730 Third Avenue, New York, New York 10017, holder of one or more mortgages and related documents listed on Schedule-1 attached hereto (collectively, the "Mortgage") on the Premises, and Tenant, holder of a lease (the "Lease") of a portion thereof, hereby agree as follows:

1. Provided Tenant is not in default beyond any notice and cure period provided under the terms of the Lease at the time Mortgagee commences a foreclosure action under the Mortgage and at such time as Mortgagee takes title to the Premises by foreclosure or otherwise, the right of possession of Tenant to the leased premises in accordance with the terms of the Lease shall not be affected or disturbed by Mortgagee in the exercise of any of its rights under the Mortgage or the notes secured thereby, and any sale of the Premises pursuant to the exercise of any rights and remedies under the Mortgage or otherwise shall be made subject to Tenant's right of possession under the Lease and in accordance with the terms of the Lease.

2. If by reason of a default on the part of Landlord as mortgagor under the Mortgage in the performance of any of the terms or provisions of the Mortgage, Mortgagee shall succeed to the rights of Landlord under the Lease, whether through possession, foreclosure action, delivery of a new lease or otherwise, Tenant shall attorn to Mortgagee and the Lease shall continue in accordance with its terms between Tenant and Mortgagee except that (a) the provisions of the Mortgage shall be deemed to survive and govern with respect to the disposition of insurance proceeds

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and condemnation or eminent domain awards; provided, however, that such provisions of the Mortgage shall not limit or impair any obligation of Landlord under the Lease (including any successor landlord) with respect to restoration of the Premises in the event of damage, destruction or condemnation of all or a part thereof; (b) Paragraph 3 hereof shall modify the Lease; and (c) at the request of Mortgagee, any payment by Tenant to Mortgagee that would otherwise be made under Article 20(F) of the Lease shall be recomputed to provide the economic equivalent of the payments Mortgagee would have received under said Article 20(F), and paid by Tenant to Mortgagee in a manner that will not result in the receipt by Mortgagee of unrelated business income under Sections 511 through 515 of the Internal Revenue Code of 1986, as amended, or any successor provision of like import, and said Article (20(F).

3. If by reason of a default on the part of Landlord, as mortgagor under the Mortgage, in the performance of any of the terms or provisions of the Mortgage, Mortgagee shall succeed to the rights of Landlord under the Lease, whether through possession, foreclosure action, delivery of a new lease or otherwise, Mortgagee shall not be (a) liable for any act or omission of any prior landlord (including Landlord), except as expressly provided in this Agreement, (b) liable for the return of a security deposit not actually received by Mortgagee, (c) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord), (d) bound by any advance payment of rent or additional rent made by Tenant to Landlord, except for rent or additional rent applicable to the then current month or approved in writing by Mortgagee and to the extent any payment of rent or additional rent is actually received by Mortgagee, (e) bound by any amendment or modification of the Lease made without the written consent of any holder from time to time of the Mortgage and (f) bound to effect, pay for or finance any construction for Tenant's occupancy, including, but not limited to, any payments provided for in Article 6 of the Lease, but in no event shall the foregoing affect any of Tenant's rights and remedies under said Article 6 of the Lease.

4. The Lease shall be subject and subordinate to the lien of the Mortgage and to all of the terms, conditions and provisions thereof, to all advances made or to be made thereunder and to any renewals, extensions, modifications or replacements thereof, including any increases therein or supplements thereto. Notwithstanding the foregoing:

(i) Tenant shall not be bound to perform any covenant contained in the Lease to a standard greater than that set forth in the Lease by virtue of the inclusion in the Mortgage or other agreements between Landlord and Mortgagee of any such greater standard; and

(ii) in the event any renewal, extension, modification or replacement of the Mortgage from time to time after the date hereof would adversely affect the rights or increase the obligations of Tenant under the Lease, Tenant shall not be bound or affected by such renewal, extension, modification or replacement unless it has given its written consent thereto.

5. The foregoing provisions shall be self-operative. However, Tenant agrees to execute and deliver to Mortgagee such other instrument as Mortgagee shall reasonably request in order to effectuate said provisions.

6. Tenant certifies that, as of the date hereof, (i) it knows of no default on the part of Landlord under the Lease, (ii) to its knowledge, the Lease is in full force and effect and (iii) all conditions to the present effectiveness of the Lease required to be satisfied at the date hereof have been satisfied.

7. Tenant will notify Mortgagee at its address set forth on page one hereof, by registered or certified mail, return receipt requested, of any default of Landlord which would entitle Tenant to cancel the Lease or abate the rent payable thereunder (such notice to be given at the same time that Tenant notifies Landlord of such default), and agrees that, notwithstanding any provision of the Lease, no notice of cancellation or of abatement relating to such default shall be effective against Mortgagee unless Tenant has delivered the notice to Mortgagee as aforesaid and Mortgagee has failed within thirty (30) days of the date thereof to cure or, if the default is not a default in the payment of money and cannot be cured within thirty (30) days, has failed to commence with reasonable promptness the cure thereof or thereafter fails to diligently prosecute to completion the cure of Landlord's default which gave rise to such right of cancellation, or abatement; provided, however, that if such default is one which is not capable of being remedied by Mortgagee within a reasonable period of time and which has an adverse effect (other than to a de minimus extent) on the rights of Tenant or the ability of Tenant to use the Premises for the conduct of its business, Tenant may exercise its right to cancel the Lease or abate the rent payable thereunder, as the case may be, prior to the expiration of such thirty (30) day period.

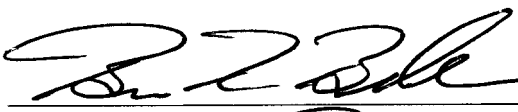
8. Notice from Mortgagee directing payment of rent shall have the same effect under the Lease as notice to Tenant from Landlord thereunder (provided such notice is given to Tenant in the manner required by Article 21 of the Lease) and Tenant agrees to be bound by such notice notwithstanding the existence or nonexistence of a default under the Mortgage or any dispute with respect thereto between Landlord and Mortgagee. In the event of any inconsistency between a notice from Landlord and a notice from Mortgagee directing payment of rent, the notice from Mortgagee shall govern and Landlord, by its execution hereof, agrees that compliance by Tenant with any such direction concerning payment of rent contained in such notice from Mortgagee shall not constitute a breach of or default by Tenant under any provision of the Lease.

9. Mortgagee certifies that, as of the date hereof, it knows of no defaults on the part of Landlord under the Mortgage, or the occurrence of any event, with which the giving of notice or lapse of time, or both, would constitute a default under the Mortgage.

10. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

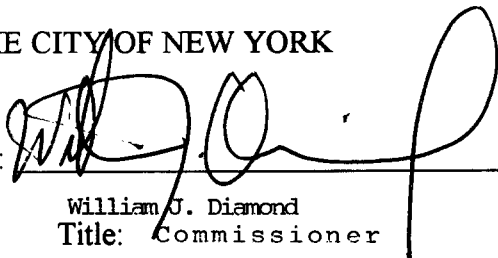
TEACHERS INSURANCE AND ANNUITY
ASSOCIATION OF AMERICA, a New York
Corporation

By: 
Brian R. Belloran
Title: Associate Director

APPROVED AS TO FORM

ACTING CORPORATION COUNSEL
JDC

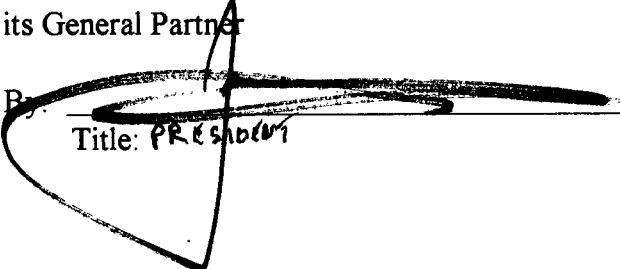
THE CITY OF NEW YORK

By: 
William J. Diamond
Title: Commissioner
Department of Citywide Administrative Services

Paragraph 8 Agreed to:

7 WORLD TRADE COMPANY, L. P.

By: SILVERSTEIN - 7 WORLD TRADE COMPANY, INC.,
its General Partner

By: 
Title: President

Schedule 1

1. Substitute Mortgage #2 dated as of December 1, 1993 made by 7 World Trade Company, L.P. ("7WTC") to Teachers Insurance and Annuity Association of America ("TIAA") in the principal amount of \$230,000,000 and recorded on December 7, 1993 in the Office of the City Register, New York County in Reel 2033 at Page 707.
2. Accrued Interest Mortgage Consolidation, Modification and Spreader Agreement dated as of December 1, 1993 made by and between TIAA and 7WTC in the principal amount of \$10,512,254 and recorded on December 7, 1993 in said Register's Office in Reel 2033 at Page 784.
3. Accrued Interest Mortgage Consolidation, Modification and Spreader Agreement #2 dated as of December 7, 1993 made by and between TIAA and 7WTC in the principal amount of \$1,747,561 and recorded on December 7, 1993 in said Register's Office in Reel 2033 at Page 560.

EXHIBIT A

DESCRIPTION OF PERIMETER OF AREAS OWNED IN FEE BY PORT AUTHORITY OF NEW YORK AND NEW JERSEY

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK, COUNTY OF NEW YORK, STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHERLY LINE OF BARCLAY STREET WITH THE WESTERLY LINE OF WEST BROADWAY;

1. RUNNING THENCE SOUTHERLY ALONG THE WESTERLY LINE OF WEST BROADWAY, 33.54 FEET TO AN ANGLE POINT THEREIN;

2. THENCE EASTERLY STILL ALONG THE LINE OF WEST BROADWAY FORMING AN ANGLE OF 77 DEGREES 53 MINUTES 19 SECONDS ON ITS NORTHERLY SIDE WITH THE PRECEDING COURSE, 7.16 FEET TO AN ANGLE POINT THEREIN;

3. THENCE SOUTHERLY STILL ALONG THE WESTERLY LINE OF WEST BROADWAY FORMING AN ANGLE OF 77 DEGREES 53 MINUTES 19 SECONDS ON ITS WESTERLY SIDE WITH THE PRECEDING COURSE, 148.21 FEET TO THE CORNER FORMED BY THE INTERSECTION OF THE NORTHERLY LINE OF VESEY STREET WITH THE WESTERLY LINE OF WEST BROADWAY;

4. THENCE WESTERLY ALONG THE NORTHERLY LINE OF VESEY STREET, 7.16 FEET TO AN ANGLE POINT THEREIN;

5. THENCE SOUTHERLY ALONG THE LINE OF VESEY STREET, FORMING AN ANGLE OF 102 DEGREES 06 MINUTES 41 SECONDS ON ITS EASTERLY SIDE WITH THE NORTHERLY LINE OF VESEY STREET, 1.79 FEET TO AN ANGLE POINT THEREIN;

6. THENCE WESTERLY ALONG THE NORTHERLY LINE OF VESEY STREET, FORMING AN ANGLE OF 102 DEGREES 24 MINUTES 10 SECONDS ON ITS NORTHERLY SIDE WITH THE PRECEDING COURSE, 10.72 FEET TO AN ANGLE POINT THEREIN;

7. THENCE WESTERLY STILL ALONG THE NORTHERLY LINE OF VESEY STREET, FORMING AN ANGLE OF 179 DEGREES 12 MINUTES 52 SECONDS ON ITS NORTHERLY SIDE WITH THE PRECEDING COURSE, 67.86 FEET TO AN ANGLE POINT THEREIN;

8. THENCE WESTERLY STILL ALONG THE NORTHERLY LINE OF VESEY STREET FORMING AN ANGLE OF 179 DEGREES 46 MINUTES 18 SECONDS ON ITS NORTHERLY SIDE WITH THE PRECEDING COURSE, 96.74 FEET;

9. THENCE WESTERLY STILL ALONG THE NORTHERLY LINE OF VESEY STREET FORMING AN ANGLE OF 180 DEGREES 43 MINUTES 21 SECONDS ON ITS NORTHERLY SIDE WITH THE PRECEDING COURSE, 63.99 FEET TO THE CORNER FORMED BY THE INTERSECTION OF THE EASTERLY LINE OF WASHINGTON STREET WITH THE NORTHERLY LINE OF VESEY STREET;

10. THENCE NORTHERLY ALONG THE EASTERLY LINE OF WASHINGTON STREET, 188.57 FEET TO THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHERLY

LINE OF BARCLAY STREET WITH THE EASTERLY LINE OF WASHINGTON STREET:

11. THENCE EASTERLY ALONG THE SOUTHERLY LINE OF BARCLAY STREET, 161.04 FEET TO AN ANGLE POINT THEREIN;

12. THENCE EASTERLY STILL ALONG THE SOUTHERLY LINE OF BARCLAY STREET, FORMING AN ANGLE OF 180 DEGREES 01 MINUTES 41 SECONDS ON ITS SOUTHERLY SIDE WITH THE PRECEDING COURSE, 67.81 FEET TO AN ANGLE POINT THEREIN;

13. THENCE EASTERLY STILL ALONG THE SOUTHERLY LINE OF BARCLAY STREET FORMING AN ANGLE OF 179 DEGREES 57 MINUTES 49 SECONDS ON ITS SOUTHERLY SIDE WITH THE PRECEDING COURSE, 112.04 FEET TO THE POINT OR PLACE OF BEGINNING.

BEARINGS ARE IN THE SYSTEM USED ON THE BOROUGH SURVEY, BOROUGH PRESIDENT'S OFFICE, MANHATTAN.

NOTE: PROPERTY LINES HEREIN ARE IN ACCORDANCE WITH ACQUISITION MAP OF REAL PROPERTY ACQUIRED FOR NO. 7 WORLD TRADE CENTER IN BOROUGH OF MANHATTAN, CITY, COUNTY AND STATE OF NEW YORK DATED OCTOBER 11, 1983.

EXCLUSION FROM FEE AREA

RIGHTS IN ELECTRICAL SUB-STATION AREA

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PREMISES ALREADY LEASED TO CON EDISON BY THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY AS MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE BELOW DESCRIBED PARCEL LYING BELOW A HORIZONTAL PLANE DRAWN AT ELEVATION 34.90 FEET BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING 123.12 FEET SOUTH OF THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHERLY LINE OF BARCLAY STREET WITH THE EASTERLY LINE OF WASHINGTON STREET AS MEASURED ALONG THE EASTERLY LINE OF WASHINGTON STREET, AND 36.27 FEET EAST OF THE EASTERLY LINE OF WASHINGTON STREET AS MEASURED ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 50 MINUTES 46 SECONDS ON ITS NORTHERLY SIDE WITH THE EASTERLY LINE OF WASHINGTON STREET;

1. RUNNING THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 71 DEGREES 40 MINUTES 46 SECONDS ON EASTERLY SIDE WITH THE PRECEDING COURSE, 63.55 FEET;

2. THENCE EASTERLY ALONG A LINE PERPENDICULAR TO THE PRECEDING COURSE. 206.25 FEET;

3. THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 76 DEGREES 24 MINUTES 30 SECONDS ON ITS WESTERLY SIDE WITH THE PRECEDING COURSE,

107.30 FEET;

4. THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 102 DEGREES 16 MINUTES 18 SECONDS ON ITS NORTHERLY SIDE WITH THE PRECEDING COURSE, 41.79 FEET;

5. THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 58 MINUTES 45 SECONDS ON ITS EASTERLY SIDE WITH THE PRECEDING COURSE, 50.75 FEET;

6. THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 05 MINUTES 24 SECONDS ON ITS SOUTHERLY SIDE WITH THE PRECEDING COURSE, 102.08 FEET;

7. THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 56 MINUTES 38 SECONDS ON ITS EASTERLY SIDE WITH THE PRECEDING COURSE, 7.58 FEET;

8. THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 01 MINUTES 48 SECONDS ON ITS NORTHERLY SIDE WITH THE PRECEDING COURSE, 18.98 FEET;

9. THENCE STILL WESTERLY ALONG A LINE FORMING AN ANGLE OF 160 DEGREES 20 MINUTES 05 SECONDS ON ITS SOUTHERLY SIDE WITH PRECEDING COURSE, 20.27 FEET TO THE POINT OR PLACE OF BEGINNING.

EXCLUDING THAT VOLUME OF SPACE THEREIN NECESSARY FOR SUPPORT AND FOUNDATIONS TO SUPPORT THE BUILDING.

ELEVATIONS ARE ACTUAL AND REFER TO DATUM USED BY THE TOPOGRAPHICAL BUREAU, BOROUGH OF MANHATTAN, WHICH IS 2.75 FEET ABOVE NATIONAL GEODETIC SURVEY VERTICAL DATUM OF 1929 (UNITED STATE COSTS AND GEODETIC SURVEY DATUM) MEAN SEA LEVEL, SANDBOOK, NEW JERSEY.

BEARINGS ARE IN THE SYSTEM USED ON THE BOROUGH SURVEY, BOROUGH PRESIDENT'S OFFICE, MANHATTAN.

EXCLUSION FROM FEE AREA

RIGHTS IN ELECTRICAL SUB-STATION VAULT AREA

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PREMISES ALREADY LEASED TO CON EDISON BY THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, AS MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE BELOW DESCRIBED PARCEL LYING BELOW A HORIZONTAL PLANE DRAWN AT ELEVATION 54.90, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE EASTERLY LINE

OF WASHINGTON STREET WITH THE SOUTHERLY LINE OF BARCLAY STREET;

1. RUNNING THENCE EASTERLY, ALONG THE SOUTHERLY LINE OF BARCLAY STREET, 161.04 FEET TO AN ANGLE POINT THEREIN;
2. THENCE EASTERLY STILL ALONG THE SOUTHERLY LINE OF BARCLAY STREET, FORMING AN ANGLE OF 180 DEGREES 01 MINUTES 41 SECONDS ON ITS SOUTHERLY SIDE WITH THE PRECEDING COURSE, 67.81 FEET TO AN ANGLE POINT THEREIN;
3. THENCE EASTERLY STILL ALONG THE SOUTHERLY LINE OF BARCLAY STREET, FORMING ANGLE OF 179 DEGREES 57 MINUTES 49 SECONDS ON ITS SOUTHERLY SIDE WITH THE PRECEDING COURSE, 50.95 FEET;
4. THENCE SOUTHERLY ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT WHOSE RADIAL LINE FORMS AN ANGLE OF 26 DEGREES 33 MINUTES 11 SECONDS ON ITS NORTHERLY SIDE WITH THE PRECEDING COURSE, HAVING A RADIUS OF 34.83 FEET AND A CENTRAL ANGLE OF 38 DEGREES 31 SECONDS, 23.56 FEET TO A POINT OF TANGENCY;
5. THENCE SOUTHERLY ALONG LINE TANGENT TO THE PRECEDING COURSE, 12.69 FEET;
6. THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 103 DEGREES 35 MINUTES 30 SECONDS ON ITS NORTHERLY SIDE WITH THE PRECEDING COURSE, 206.25 FEET;
7. THENCE SOUTHERLY ALONG A LINE PERPENDICULAR TO THE PRECEDING COURSE, 63.55 FEET;
8. THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 108 DEGREES 19 MINUTES 14 SECONDS ON ITS NORTHERLY SIDE WITH THE PRECEDING COURSE, 35.27 FEET TO A POINT IN THE EASTERLY LINE OF WASHINGTON STREET;
9. THENCE NORTHERLY ALONG THE EASTERLY LINE OF WASHINGTON STREET, 123.12 FEET TO THE POINT OR PLACE OF BEGINNING.

EXCLUDING THAT VOLUME OF SPACE THEREIN NECESSARY FOR SUPPORTS AND FOUNDATIONS TO SUPPORT THE BUILDING.

ELEVATIONS ARE ACTUAL AND REFER TO DATUM USED BY THE TOPOGRAPHICAL BUREAU, BOROUGH OF MANHATTAN, WHICH IS 2.75 FEET ABOVE NATIONAL GEODETIC SURVEY VERTICAL DATUM OF 1929 (UNITED STATES COAST AND GEODETIC SURVEY DATUM) MEAN SEA LEVEL, SANDY HOOK, NEW JERSEY.

BEARINGS ARE IN THE SYSTEM USED ON THE BOROUGH SURVEY, BOROUGH PRESIDENT'S OFFICE, MANHATTAN.

EXCLUSION FROM FEE AREA

FURTHER EXCEPTING THEREFROM THAT VOLUME OF THE BELOW DESCRIBED PARCEL LYING BETWEEN A LOWER INCLINED PLANE DRAWN AT ELEVATION 9.5 AT ITS SOUTHERLY END TO ELEVATION 11.0 AT ITS NORTHERLY END AND AN UPPER INCLINED PLANE DRAWN AT ELEVATION 29.5 AT ITS SOUTHERLY END TO ELEVATION 31.0 FEET AT ITS NORTHERLY END FOR PUBLIC PEDESTRIAN PASSAGE PROVIDED THAT SUCH EXCLUDED VOLUME OF SPACE DOES NOT INCLUDE THOSE VOLUMES OF SPACE THEREIN, NECESSARY FOR COLUMNS, TRUSSES AND FOUNDATIONS TO SUPPORT THE BUILDING OVERHEAD.

PUBLIC PEDESTRIAN PASSAGE ALONG WEST BROADWAY

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE NORTHERLY LINE OF VESEY STREET WITH THE WESTERLY LINE OF WEST BROADWAY;

1. RUNNING THENCE NORTH 88 DEGREES 37 MINUTES 31 SECONDS WEST, ALONG THE NORTHERLY LINE OF VESEY STREET, 7.16 FEET;
2. THENCE NORTH 13 DEGREES 29 MINUTES 10 SECONDS EAST, PARALLEL WITH THE WESTERLY LINE OF WEST BROADWAY, 148.21 FEET TO A POINT IN THE LINE OF WEST BROADWAY.
3. THENCE SOUTH 88 DEGREES 37 MINUTES 31 SECONDS EAST, ALONG THE LINE OF WEST BROADWAY, 7.16 FEET TO AN ANGLE POINT THEREIN;
4. THENCE SOUTH 13 DEGREES 29 MINUTES 10 SECONDS WEST, ALONG THE WESTERLY LINE OF WEST BROADWAY, 148.21 FEET TO THE POINT OR PLACE OF BEGINNING.

ELEVATIONS ARE ACTUAL AND REFER TO DATUM USED BY THE TOPOGRAPHICAL BUREAU, BOROUGH OF MANHATTAN, WHICH IS 2.75 FEET ABOVE NATIONAL GEODETIC SURVEY VERTICAL DATUM OF 1929 (UNITED STATES COAST AND GEODETIC SURVEY DATUM) MEAN SEA LEVEL, SANDY HOOK, NEW JERSEY.

BEARINGS ARE IN THE SYSTEM USED ON THE BOROUGH SURVEY, BOROUGH PRESIDENT'S OFFICE, MANHATTAN.

EXCLUSION FROM FEE AREA

TRUCK RAMP AREA

FURTHER EXCEPTING THEREFROM ALL THAT PORTION OF THE BELOW DESCRIBED PARCEL OF LYING BELOW AN INCLINED PLANE DRAWN AT ELEVATION 3.00 AT ITS SOUTHERLY END TO ELEVATION 21.00 AT ITS NORTHERLY END BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF BARCLAY STREET DISTANT 2.89 FEET WESTERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY LINE OF WEST BROADWAY WITH THE SOUTHERLY LINE OF BARCLAY STREET;

1. RUNNING THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 77 DEGREES 58 MINUTES 16 SECONDS ON ITS WESTERLY SIDE WITH THE SOUTHERLY LINE OF BARCLAY STREET, 183.50 FEET TO A POINT IN THE NORTHERLY LINE OF VESEY STREET.
2. THENCE WESTERLY ALONG THE NORTHERLY LINE OF VESEY STREET, 8.06 FEET TO AN ANGLE POINT THEREIN;
3. THENCE WESTERLY STILL ALONG THE NORTHERLY LINE OF VESEY STREET, FORMING AN ANGLE OF 179 DEGREES 12 MINUTES 52 SECONDS ON ITS NORTHERLY SIDE WITH THE PRECEDING COURSE, 42.80 FEET;
4. THENCE NORTHERLY FORMING AN ANGLE OF 78 DEGREES 16 MINUTES 38 SECONDS ON ITS EASTERLY SIDE WITH THE PRECEDING COURSE, 159.84 FEET TO A POINT OF CURVATURE;
5. THENCE STILL NORTHERLY ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT HAVING A RADIUS OF 34.83 FEET AND A CENTRAL ANGLE OF 38 DEGREES 45 MINUTES 31 SECONDS, 23.56 FEET TO A POINT IN THE SOUTHERLY LINE OF BARCLAY STREET;
6. THENCE EASTERLY ALONG THE SOUTHERLY LINE OF BARCLAY STREET, 58.20 FEET TO THE POINT OR PLACE OF BEGINNING.

ELEVATIONS ARE ACTUAL AND REFER TO DATUM USED BY THE TOPOGRAPHICAL BUREAU, BOROUGH OF MANHATTAN, WHICH IS 2.75 FEET ABOVE NATIONAL GEODETIC SURVEY VERTICAL DATUM OF 1929 (UNITED STATES COAST AND GEODETIC SURVEY DATUM) MEAN SEA LEVEL, SANDY HOOK, NEW JERSEY.

BEARINGS ARE IN THE SYSTEM USED ON THE BOROUGH SURVEY, BOROUGH PRESIDENT'S OFFICE, MANHATTAN.

BENEFIT EASEMENT
VESEY STREET DECK AREA
DAMAGE PARCEL NO. 1

ALL THAT PORTION OF THE BELOW DESCRIBED PARCEL LYING BETWEEN AN INCLINED LOWER PLANE DRAWN AT ELEVATION 26.50 AT ITS EASTERLY END TO ELEVATION 23.00 AT ITS WESTERLY END AND A HORIZONTAL UPPER PLANE DRAWN AT ELEVATION 81.90, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY LINE OF WEST BROADWAY WITH THE NORTHERLY LINE OF VESEY STREET;

1. RUNNING THENCE DUE SOUTH, 105.43 FEET TO THE SOUTHERLY LINE OF VESEY STREET;
2. THENCE NORTH 65 FEET 17 MINUTES 13 SECONDS WEST, ALONG THE SOUTHERLY LINE OF VESEY STREET, 34.02 FEET TO AN ANGLE POINT THEREIN;

3. THENCE DUE WEST STILL ALONG THE SOUTHERLY LINE OF VESEY STREET, 226.48 FEET;

4. THENCE DUE NORTH, 97.39 FEET TO A POINT IN THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF VESEY STREET;

5. THENCE SOUTH 88 DEGREES 37 MINUTES 31 SECONDS EAST, PARTLY ALONG THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF VESEY STREET AND PARTLY ALONG THE NORTHERLY LINE OF VESEY STREET, 74.60 FEET TO ANGLE POINT THEREIN;

6. THENCE SOUTH 87 DEGREES 64 MINUTES 10 SECONDS EAST, STILL ALONG THE NORTHERLY LINE OF VESEY STREET, 96.74 FEET TO AN ANGLE POINT THEREIN;

7. THENCE SOUTH 88 DEGREES 07 MINUTES 52 SECONDS EAST, STILL ALONG THE NORTHERLY LINE OF VESEY STREET, 67.86 FEET TO AN ANGLE POINT THEREIN;

8. THENCE SOUTH 88 DEGREES 55 MINUTES 00 SECONDS EAST, STILL ALONG THE NORTHERLY LINE OF VESEY STREET, 10.72 FEET TO AN ANGLE POINT THEREIN;

9. THENCE NORTH 13 DEGREES 29 MINUTES 10 SECONDS EAST, STILL ALONG THE LINE OF VESEY STREET, 1.79 FEET TO AN ANGLE POINT THEREIN;

10. THENCE SOUTH 88 DEGREES 37 MINUTES 31 SECONDS EAST, STILL ALONG THE SOUTHERLY LINE OF VESEY STREET, 7.16 FEET TO THE POINT OR PLACE OF BEGINNING.

TOGETHER WITH ALL THOSE VOLUMES OF SPACE WITHIN THE ABOVE DESCRIBED MARGINAL BOUNDRIES AND EXTENDING DOWNWARD FROM THE LOWER LIMITING HORIZONTAL PLANE OF THE ABOVE DESCRIBED VOLUME OF SPACE NECESSARY FOR THE SUPPORTING COLUMNS AND FOUNDATIONS OF A DECK WHICH IS TO BE CONSTRUCTED WITHIN THE AFORESAID VOLUME OF SPACE.

ELEVATIONS ARE ACTUAL AND REFER TO DATUM USED BY THE TOPOGRAPHICAL BUREAU, BOROUGH OF MANHATTAN, WHICH IS 2.75 FEET ABOVE NATIONAL GEODETIC SURVEY VERTICAL DATUM OF 1929 (UNITED STATES COAST AND GEODETIC SURVEY DATUM) MEAN SEA LEVEL, SANDY HOOK, NEW JERSEY.

BEARINGS ARE IN THE SYSTEM USED ON THE BOROUGH SURVEY, BOROUGH PRESIDENT'S OFFICE, MANHATTAN.

BENEFIT EASEMENT WASHINGTON STREET AREA DAMAGE PARCEL NO. 2

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE EASTERLY LINE OF WASHINGTON STREET WITH THE NORTHERLY LINE OF VESEY STREET;

1. RUNNING THENCE NORTH 88 DEGREES 37 MINUTES 31 SECONDS WEST, ALONG

THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF VESEY STREET, 10.61 FEET;

2. THENCE NORTH 18 DEGREES 10 MINUTES 00 SECONDS WEST, PARALLEL WITH THE EASTERLY LINE OF WASHINGTON STREET, 188.57 FEET;

3. THENCE SOUTH 88 DEGREES 37 MINUTES 20 SECONDS EAST, ALONG THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF BARCLAY STREET, 10.61 FEET TO THE INTERSECTION OF THE EASTERLY LINE OF WASHINGTON STREET WITH THE SOUTHERLY LINE OF BARCLAY STREET,;

4. THENCE SOUTH 18 DEGREES 10 MINUTES 00 SECONDS WEST, ALONG THE EASTERLY LINE OF WASHINGTON STREET, 188.57 FEET TO THE POINT OR PLACE OF BEGINNING.

EXCLUDING THAT VOLUME OF THE ABOVE DESCRIBED PARCEL LYING BETWEEN A LOWER HORIZONTAL PLANE DRAWN AT ELEVATION 5.40 AND AN UPPER HORIZONTAL PLANE DRAWN AT ELEVATION 25.40 FOR PUBLIC PEDESTRIAN PASSAGE PROVIDED THAT SUCH EXCLUDED VOLUME OF SPACE DOES NOT INCLUDE THOSE VOLUMES OF SPACE THEREIN, NECESSARY FOR COLUMNS, TRUSSES AND FOUNDATIONS TO SUPPORT THE PROPOSED PEDESTRIAN BRIDGE OVERHEAD.

**BENEFIT EASEMENT
WASHINGTON STREET AREA
DAMAGE PARCEL NO. 2**

ELEVATIONS ARE ACTUAL AND REFER TO DATUM USED BY THE TOPOGRAPHICAL BUREAU, BOROUGH OF MANHATTAN, WHICH IS 2.75 FEET ABOVE NATIONAL GEODETIC SURVEY VERTICAL DATUM OF 1929 (UNITED STATES COAST AND GEODETIC SURVEY DATUM) MEAN SEA LEVEL, SANDY HOOK, NEW JERSEY.

BEARINGS ARE IN THE SYSTEM USED ON THE BOROUGH SURVEY, BOROUGH PRESIDENT'S OFFICE, MANHATTAN.

**BENEFIT EASEMENT AT CORNER OF WASHINGTON AND BARCLAY STREETS
DAMAGE PARCEL NO. 3**

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE EASTERLY LINE OF WASHINGTON STREET WITH THE SOUTHERLY LINE OF BARCLAY STREET;

1. RUNNING THENCE NORTH 88 DEGREES 37 MINUTES 20 SECONDS WEST, ALONG THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF BARCLAY STREET, 10.61 FEET;

2. THENCE NORTH 43 DEGREES 37 MINUTES 20 SECONDS WEST, 20.98 FEET;

3. THENCE SOUTH 88 DEGREES 37 MINUTES 20 SECONDS EAST, 46.64 FEET;
4. THENCE SOUTH 46 DEGREES 22 MINUTES 40 SECONDS WEST, 20.98 FEET, TO A POINT IN THE SOUTHERLY LINE OF BARCLAY STREET;
5. THENCE NORTH 88 DEGREES 37 MINUTES 20 SECONDS WEST, ALONG THE SOUTHERLY LINE OF BARCLAY STREET, 6.37 FEET TO THE POINT OR PLACE OF BEGINNING.

EXCLUDING THAT VOLUME OF THE ABOVE DESCRIBED PARCEL LYING BETWEEN A LOWER HORIZONTAL PLANE DRAWN AT ELEVATION 5.40 AND UPPER HORIZONTAL PLANE DRAWN AT ELEVATION 25.40 FOR PUBLIC PEDESTRIAN PASSAGE PROVIDED THAT SUCH EXCLUDED VOLUME OF SPACE DOES NOT INCLUDE THOSE VOLUMES OF SPACE THEREIN, NECESSARY FOR COLUMNS, TRUSSES AND FOUNDATIONS TO SUPPORT THE PROPOSED PEDESTRIAN BRIDGE OVERHEAD.

ELEVATIONS ARE ACTUAL AND REFER TO DATUM USED BY THE TOPOGRAPHICAL BUREAU, BOROUGH OF MANHATTAN, WHICH IS 2.75 FEET ABOVE NATIONAL GEODETIC SURVEY VERTICAL DATUM OF 1929 (UNITED STATES COAST AND GEODETIC SURVEY DATUM) MEAN SEA LEVEL, SANDY HOOK, NEW JERSEY.

BEARINGS ARE IN THE SYSTEM USED ON THE BOROUGH SURVEY, BOROUGH PRESIDENT'S OFFICE, MANHATTAN.

BURDEN EASEMENT

FOR PUBLIC PEDESTRIAN PASSAGE ACROSS VESEY STREET DECK. FIFTEEN FEET IN WIDTH.

VESEY STREET DECK AREA
(EASEMENT AREA NO. 1)

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY LINE OF WEST BROADWAY AND THE NORTHERLY LINE OF VESEY STREET:

1. RUNNING THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 91 DEGREES 22 MINUTES 29 SECONDS ON ITS WESTERLY SIDE WITH NORTHERLY LINE OF VESEY STREET, 105.43 FEET TO THE SOUTHERLY LINE OF VESEY STREET;
2. THENCE WESTERLY ALONG THE SOUTHERLY LINE OF VESEY STREET, 34.02 FEET TO AN ANGLE POINT THEREIN.
3. THENCE WESTERLY STILL ALONG THE SOUTHERLY LINE OF VESEY STREET FORMING AN ANGLE OF 204 DEGREES 42 MINUTES 47 SECONDS ON ITS NORTHERLY SIDE WITH THE PRECEDING COURSE, 92.12 FEET;
4. THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 88 DEGREES 37 MINUTES 31 SECONDS ON ITS EASTERLY WITH THE PRECEDING COURSE, 109.13 FEET;

5. THENCE EASTERLY ALONG A LINE PERPENDICULAR TO THE PRECEDING COURSE, 116.86 FEET;

6. THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 77 DEGREES 53 MINUTES 19 SECONDS ON ITS WESTERLY SIDE WITH THE PRECEDING COURSE, 15.34 FEET;

7. THENCE EASTERLY ALONG THE NORTHERLY LINE OF VESEY STREET, 7.16 FEET TO THE POINT OR PLACE OF BEGINNING.

SUBJECT TO EXACT PLACEMENT AS A RESULT OF FURTHER ARCHITECTURAL DESIGN, THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY AGREES TO GRANT WITHIN THIS GENERAL AREA AN EASEMENT FOR PUBLIC PEDESTRIAN PASSAGE TO THE CITY, SUCH EASEMENT TO HAVE WIDTH OF 15 FEET AFFORDING CONTIGUOUS PASSAGE FROM THE PEDESTIRAN PASSAGE EASEMENT AREA (EASEMENT AREA 2) TO THE WORLD TRADE CENTER PLAZA IN THE VICINITY OF WORLD TRADE CENTER BUILDINGS 5 AND 6.

BEARINGS ARE IN THE SYSTEM USED ON THE BOROUGH SURVEY, BOROUGH PRESIDENT'S OFFICE, MANHATTAN.

BURDEN EASEMENT

FOR PUBLIC PEDESTRIAN PASSAGE AT PLAZA LEVEL.
STRIPS ALONG WASHINGTON STREET AND VESEY STREET
(EASEMENT AREA NO. 2)

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF BARCLAY STREET DISTANT 6.37 FEET EASTERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE EASTERLY LINE OF WASHINGTON STREET WITH THE SOUTHERLY LINE OF BARCLAY:

1. RUNNING THENCE SOUTHERLY PARALLEL WITH THE EASTERLY LINE OF WASHINGTON STREET, 172.65 FEET;

2. THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 109 DEGREES 32 MINUTES 29 SECONDS ON ITS NORTHERLY SIDE WITH THE PRECEDING COURSE, 125.00 FEET;

3. THENCE SOUTHERLY PERPENDICULAR TO THE PRECEDING COURSE, 15.00 FEET;

4. THENCE WESTERLY PERPENDICULAR TO THE PRECEDING COURSE AND PARTLY ALONG THE NORTHERLY LINE OF VESEY STREET, 135.59 FEET;

5. THENCE NORTHERLY PARALLEL WITH THE EASTERLY LINE OF WASHINGTON STREET, 188.57 FEET TO A POINT IN THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF BARCLAY STREET;

6. THENCE EASTERLY PARTLY ALONG THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF BARCLAY STREET AND PARTLY ALONG THE SOUTHERLY LINE OF BARCLAY STREET, 15.92 FEET TO THE POINT OR PLACE OF BEGINNING.

BEARINGS ARE IN THE SYSTEM USED ON THE BOROUGH SURVEY, BOROUGH
PRESIDENT'S OFFICE, MANHATTAN.

**BURDEN EASEMENT
(EASEMENT AREA NO. 3)**

FOR LANDING OF PEDESTRIAN BRIDGE FROM IRVING TRUST BUILDING CROSSING
BARCLAY STREET AND OVER SUCH BRIDGE LANDING FOR PUBLIC PEDESTRIAN
PASSAGE AT PLAZA LEVEL.

AREA AT CORNER OF WASHINGTON AND BARCLAY STREETS

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE EASTERLY LINE
OF WASHINGTON STREET WITH THE SOUTHERLY LINE OF BARCLAY STREET;

1. RUNNING THENCE NORTH 88 DEGREES 37 MINUTES 20 SECONDS WEST, ALONG
THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF BARCLAY STREET,
10.61 FEET;
2. THENCE NORTH 43 DEGREES 37 MINUTES 20 SECONDS WEST, 20.98 FEET;
3. THENCE SOUTH 88 DEGREES 37 MINUTES 20 SECONDS EAST, 46.64 FEET;
4. THENCE SOUTH 46 DEGREES 22 MINUTES 40 SECONDS WEST, 20.98 FEET, TO A
POINT IN THE SOUTHERLY LINE OF BARCLAY STREET;
5. THENCE NORTH 88 DEGREES 37 MINUTES 20 SECONDS WEST, ALONG THE
SOUTHERLY LINE OF BARCLAY STREET, 6.37 FEET TO THE POINT OR PLACE OF
BEGINNING.

BEARINGS ARE IN THE SYSTEM USED ON THE BOROUGH SURVEY, BOROUGH
PRESIDENT'S OFFICE, MANHATTAN.

BURDEN EASEMENT

FOR PUBLIC PEDESTRIAN PASSAGE AT STREET LEVEL.

EASEMENT AREA NO. 4

BEGINNING AT A POINT IN THE NORTHERLY LINE OF VESEY STREET DISTANT 7.16
FEET WESTERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE
WESTERLY LINE OF WEST BROADWAY WITH THE NORTHERLY LINE OF VESEY STREET:

1. RUNNING THENCE SOUTHERLY ALONG THE LINE OF VESEY STREET, FORMING AN
ANGLE OF 102 DEGREES 06 MINUTES 41 SECONDS ON ITS EASTERLY SIDE WITH
THE SOUTHERLY LINE OF VESEY STREET, 1.79 FEET TO AN ANGLE POINT
THEREIN;

2. THENCE WESTERLY ALONG THE NORTHERLY LINE OF VESEY STREET, FORMING AN ANGLE OF 102 DEGREES 24 MINUTES 10 SECONDS ON ITS NORTHERLY SIDE WITH THE PRECEDING COURSE, 10.72 FEET TO AN ANGLE POINT THEREIN;

3. THENCE WESTERLY STILL ALONG THE NORTHERLY LINE OF VESEY STREET, FORMING AN ANGLE OF 179 DEGREES 12 MINUTES 52 SECONDS ON ITS NORTHERLY SIDE WITH THE PRECEDING COURSE, 67.86 FEET TO AN ANGLE POINT THEREIN;

4. THENCE WESTERLY STILL ALONG THE NORTHERLY LINE OF VESEY STREET FORMING AN ANGLE OF 179 DEGREES 46 MINUTES 18 SECONDS ON ITS NORTHERLY SIDE WITH THE PRECEDING COURSE, 96.74 FEET;

5. THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 0 DEGREES 43 MINUTES 21 SECONDS ON ITS SOUTHERLY SIDE WITH THE PRECEDING COURSE, 176.69 FEET TO THE POINT OR PLACE OF BEGINNING.

BEARINGS ARE IN THE SYSTEM USED ON THE BOROUGH SURVEY, BOROUGH PRESIDENT'S OFFICE, MANHATTAN.

(END)