

The City of New York
Department of Citywide Administrative Services
Division of Real Estate Services
1 Centre Street, 20th Floor North
New York, N.Y. 10007

March 19 1998

7 World Trade Company, L.P.
521 Fifth Avenue
New York, New York 10175

Re: 7 World Trade Center
New York, New York (the "**Building**")

Gentlemen:

Reference is made to the lease made as of March __, 1998 (the "**Lease**") between 7 World Trade Company, L.P. (the "**Landlord**") and The City of New York (the "**Tenant**") covering the entire 23rd floor and portion of the 7th floor (the "**Demised Premises**") at the Building. All capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Lease.

Notwithstanding anything to the contrary contained in the Lease, Landlord and Tenant agree that the Lease is conditioned upon Landlord obtaining in form reasonably satisfactory to Landlord all of the following (collectively, the "**Approvals**"):

1. A waiver and release by the tenant under the Salomon Lease to occupy the 23rd floor of the Building as option space under the Salomon Lease;
2. Approval by the tenant under the Salomon Lease to the Lease;
3. Approvals by the Port Authority as required by the Underlying Lease; and
4. Approval of the Lease as required by the superior mortgagees.

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Upon receipt of the Approvals, Landlord shall promptly notify Tenant to such effect and the Lease shall be in full force and effect. In the event the Approvals are not obtained, Landlord shall promptly notify Tenant to such effect and the Lease shall be void and of no effect.

Very truly yours,

Tenant:
The City of New York

By: _____
Deputy Commissioner,
Department of Citywide Administrative
Services

AGREED:

Landlord:
7 WORLD TRADE COMPANY, L.P.
By: Silverstein-7 World Trade Company, Inc.,
General Partner

By: _____

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