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3/16
Lichner
for R. Forts over-
ruled Jack Shafran
& your deal last Friday!

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Jeff

TO: Jason Cutler, Esq. **FAX NO.** (212) 788-0367
Contracts & Real Estate Division

CC: Hon. Jeffrey R. Kondrat **FAX NO.** (212) 669-2030
Assistant Commissioner

CC: Ms. Catherine T. Giliberti **FAX NO.** (212) 732-1207
Senior Vice President
Silverstein Properties, Inc.

CC: Mr. Jack Shafran **FAX NO.** (212) 949-9762
Ambassador Construction,
Co., Inc.

CLIENT NO. 4219.1016

DATE: March 13, 1998

FROM: Len Carter

NO. OF PAGES: 2
(INCLUDING THIS PAGE)

RE: Lease between 7 World Trade Company, L.P. and The City of New York
COMMENTS/MESSAGE:

Marked replacement page, subject to review by client and Jack Shafran.

LHC

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be affected thereby, except as set forth in the last sentence of this Paragraph (E) and Paragraph (L). In no event shall the Expiration Date be postponed beyond January 31, 2018. Landlord agrees that it will use reasonable efforts to obtain contracts for the performance of the work required to be performed by it and to arrange to have all such work commenced without delay and prosecuted without unnecessary interruption until completion. Notwithstanding the preceding, Landlord shall use its best efforts (at no additional expense) to Substantially Complete Tenant's Initial Work within six (6) months after approval of the bids of all trades necessary for Substantial Completion of the Demised Premises the Construction Commencement Date (the "Target Date"), excluding the Long Lead Items/Work set forth on Schedule 1 annexed hereto (the "Scheduled Items"). In the event (a) ~~Tenant's Initial Work shall not be Substantially Completed (as hereinafter defined) excluding the Scheduled Items on or prior to the Target Date~~ Landlord shall fail to meet and default in performing its obligations in the time periods provided in Paragraph B hereof not due to a Tenant delay (as set forth in this Article) or fault of Tenant to perform its obligations under this Lease, and (b) and (b) Tenant's Initial Work shall not be Substantially Completed (as hereinafter defined) excluding the Scheduled Items on or prior to the Target Date not due to a Tenant delay (as set forth in this Article) or fault of Tenant to perform its obligations under this Lease, and (c) Tenant shall not have taken possession of any portion of the Demised Premises, then, the Rent Commencement Date shall be adjourned one (1) day for each one (1) day after the Target Date that Tenant's Initial Work shall have failed to have been Substantially Completed. Landlord shall cause its construction manager to diligently pursue to obtain the Scheduled Items within the dates to be furnished to Tenant and Substantially Complete the Scheduled Items, subject to Article 22.

F. Tenant shall be permitted to enter into the Demised Premises for installation of its machinery, furniture, equipment and fixtures and performance of its work, all as permitted by this Lease prior to Substantial Completion at its sole risk, provided that such entry and work do not interfere in any way with Landlord's performance of the work to be done by Landlord. At any time during such period of prior entry, if Landlord notifies Tenant that Tenant's entry or work is interfering with or delaying Landlord's performance of Tenant's Initial Work, Tenant shall forthwith discontinue any further work and shall remove from the Demised Premises and shall cause its workmen or contractors to remove therefrom, any equipment, materials or installations which are the subject of Landlord's notice.

(G) Subject to the provisions of this Article 6 and Article 11, all work performed by Landlord, including the Building air conditioning installation, shall, upon installation, become Landlord's property (excluding Tenant's trade fixtures, personal property and equipment) and shall be surrendered at the expiration or sooner termination of the Term of this lease, in good condition, reasonable wear and tear excepted.

(H) (a) For the purposes of this Article, Tenant's Initial Work shall be deemed to be Substantially Completed when (i) all work is completed (including necessary sign-offs of The Port Authority), excepting the Scheduled Items and minor details of construction or decoration which do not materially adversely affect Tenant's use of the Demised Premises ~~(or when all work~~