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**DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES
DIVISION OF REAL ESTATE SERVICES**

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WILLIAM J. DIAMOND
Commissioner

LORI FIERSTEIN
Deputy Commissioner

August 3, 1999

BY HAND

Ms. Catherine T. Giliberti
Senior Vice President
7 World Trade Center, L.P.
521 Fifth Avenue
New York, NY 10175

Re: 7 World Trade Center
(Block 84, Lot 36, Manhattan)
Mayor's Office of Emergency Management ("MOEM")

Dear Ms. Giliberti:

This letter, when countersigned by you in the space below, will confirm our mutually understanding and agreement with regard to the Agreement of Lease made as of March 25, 1998 (the "Lease") between 7 World Trade Center, L.P., as Landlord, and The City of New York, as Tenant, covering space in the above referenced building. The Lease, as modified by the March 9, 1999 letter agreement between us, is hereinafter collectively referred to as the "Lease". All terms used in this letter shall, for the purposes hereof, have the same meaning ascribed to them in the Lease.

1. Landlord and Tenant agree that the safe and efficient operation of the emergency generators installed on the seventh (7th) floor are vital to the effective operation of the MOEM. On July 31, 1999, the emergency generators satisfactorily underwent a so-called complete "black-out simulation load test", except for certain items of work related to the aforesaid test, as set forth in Exhibit A to this letter agreement annexed hereto and made a part hereof.
2. Landlord agrees to promptly commence and to diligently pursue completion of those aforementioned items of work. Tenant shall, within thirty (30) days after the execution of this letter agreement and the Landlord's invoice (annexed hereto as Exhibit B), pay to Landlord the sum of \$1,884,322.00 representing a

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portion of the Work Cost in excess of Landlord's Contribution ("Excess Work Cost"). Notwithstanding the foregoing, completion of the aforesaid items of work - as certified by Consentini Engineers and the Department of Citywide Administrative Services - is a condition precedent to Tenant's obligation to make the \$1,884,322.00 payment.

3. Tenant shall, within forty-five (45) days after completion of all outstanding work, including, without limitation, the punch-list (annexed hereto as Exhibit C) and change orders, pay Landlord the balance of the then Excess Work Cost, except that Tenant may withhold the sum of \$400,000.00 from the payment of such Excess Work Cost until the date Landlord has delivered the Port Authority sign-offs.
4. Landlord acknowledge that Tenant may request additional change order work which Tenant deems necessary or desirable. Landlord shall cooperate with Tenant and expeditiously respond to such requests in accordance with Article 6(H)(b) of the Lease.

Except as modified herein, all terms, covenants and conditions of the Lease shall remain in full force and effect.

Very truly yours,

Lori Fierstein
Deputy Commissioner

AGREED AND CONSENTED TO:
7 WORLD TRADE CENTER, L.P.

By: _____

Catherine T. Giliberti
Senior Vice President