



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

MUNICIPAL BUILDING, 20<sup>th</sup> Floor, Room 2053S  
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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.

*related to the said test*

*except for items of work attached as Exhibit A.*

1. Landlord and Tenant agree that the safe and efficient operation of the emergency generators installed on the seventh (7<sup>th</sup>) 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". ~~Three punch list items of the work discussed in Article 6 of the Lease and more specifically set forth in Lease exhibit(s) related thereto, remain to be completed.~~ Those punch list items are set forth in Exhibit A to this letter agreement annexed hereto and made a part hereof.

*Items of work ~~mentioned in the Lease~~*

2. Landlord agrees to promptly commence and to diligently pursue completion of those aforementioned ~~punch list items~~. 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 said ~~punch-list~~ items of work in accordance with the Lease and the related plans and specifications 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