



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

MUNICIPAL BUILDING, 20th Floor - Room 2053
NEW YORK, N.Y. 10007
(212) 669-3645 Fax (212) 669-2666

WILLIAM J. DIAMOND
Commissioner

LORI FIERSTEIN
Deputy Commissioner

BY HAND

DRAFT

July 8, 1999

Ms. Catherine T. Giliberti
Senior Vice President

7 West Street

52

Ne

*Give Attachments
to Barbara*

ent ("MOEM")

Dear

under
"Lease"
cover
agree
letter

in our mutually
on March 25, 1998 (the
New York, as Tenant,
on March 9, 1999 letter

--- ALL terms used in this

--- have the same meaning ascribed to them in the Lease.

1. Tenant shall, within thirty (30) days after the execution of this letter agreement and the Landlord's invoice (annexed hereto as Exhibit A), pay to Landlord the sum of \$1,884,322.00 representing a portion of the Work Cost in excess of Landlord's Contribution ("Excess Work Cost").

August 28, 31

2. 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. The emergency generators will undergo a so-called complete "black-out simulation load test" on or about July 17, 1999. ^{STEP} The successful completion of said test (performance per the plans and specifications), as determined by HO Perm, Consent Engineers, Swank Hayden and the Department of Citywide Administrative Services, is a condition precedent to Tenant's obligation to make the \$1,884,322.00 payment. ^{STEP} In the event said test is not completed successfully, i.e.

3. Tenant shall, within forty-five (45) days after completion of all outstanding work, including, without limitation, the punch-list (annexed hereto as Exhibit B) 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.

* Landlord will promptly perform the repairs, corrections etc. and diligently

EX-2014 1615 699 212 1

necessary for the safe and efficient operation of the generators.

JUL 20 09 48 FROM: SILVERSTEIN PROPERTIES

ID: 2127321207

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Catherine T. Giliberti
July 8, 1999
Page 2

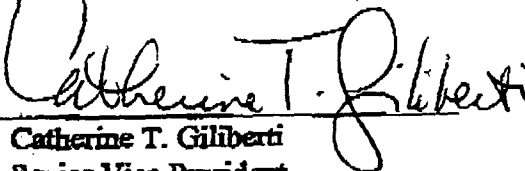
4. Landlord acknowledge that Tenant may request additional change order work which Tenant deems necessary or desirable. Landlord shall cooperate with Tenant and expeditiously respond to such requests in accordance with Article 6(H)(b) of the Lease.

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