

Torres Rojas, Genara

FOI#12603

From: lbs4@columbia.edu
Sent: Monday, September 12, 2011 10:10 AM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: Lynne
Last Name: Sagalyn
Company: Columbia Business School
Mailing Address 1: 3022 Broadway
Mailing Address 2: Uris 816
City: New York
State: NY
Zip Code: 10027
Email Address: lbs4@columbia.edu
Phone: 917.699.8130
Required copies of the records: Yes

List of specific record(s):

Project Agreement among LMDC, The WTC Memorial Foundation, the City and the State, and the PA, July 2006, which proposed a framework establishing the general areas of responsibility of several parties for the design, development, construction, financing and operation of the Memorial, Memorial Museum, and Visitor Orientation and Education Center. As per PA Board minutes of 121406.

THE PORT AUTHORITY OF NY & NJ

Daniel D. Duffy
FOI Administrator

December 28, 2011

Ms. Lynne Sagalynn
Columbia Business School
3022 Broadway, Uris 816
New York, NY 10027

Re: Freedom of Information Reference No. 12603

Dear Ms. Sagalynn:

I am in receipt of your payment in the amount of \$10 and am forwarding herewith the available material responsive to your September 12, 2011 request, which was processed under the Port Authority's Freedom of Information Policy.

Please refer to the above FOI reference number in any future correspondence relating to your request.

Sincerely,



Daniel D. Duffy
FOI Administrator

225 Park Avenue South
New York, NY 10003
T: 212 435 3642 F: 212 435 7555

Reviewed: Pa
4.10.05.03

**WORLD TRADE CENTER MEMORIAL/CULTURAL
PROJECT AGREEMENT**

This **WORLD TRADE CENTER MEMORIAL/CULTURAL PROJECT AGREEMENT** (this "Agreement"), made this 6th day of July 2006 by and among the **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY ("PANYNJ")**, with offices located at 225 Park Avenue South, New York, New York 10003; **LOWER MANHATTAN DEVELOPMENT CORPORATION ("LMDC")**, a subsidiary of the New York State Urban Development Corporation d/b/a Empire State Development Corporation ("ESDC"), with offices at One Liberty Plaza, 20th Floor, New York, New York 10006; **THE WORLD TRADE CENTER MEMORIAL FOUNDATION, INC.** (the "Foundation"), with offices at One Liberty Plaza, 20th Floor, New York, New York 10006; **THE CITY OF NEW YORK** (the "City"), having its principal office at City Hall, New York, New York 10007; and the **STATE OF NEW YORK** (the "State"), with offices at the State Capitol, Albany, New York 12224.

WHEREAS, LMDC and PANYNJ, as parties to the May 10, 2002 Cooperation Agreement (the "Cooperation Agreement"), seek to continue their successful cooperation and collaboration as both parties move forward to implement the approved plan for the redevelopment of the World Trade Center, referred to as the "World Trade Center Memorial and Redevelopment Plan" (the "Plan");

WHEREAS, LMDC has completed land use, environmental, historic preservation and other required reviews ("Regulatory Review") of the Plan and has approved the Plan under the UDC Act pursuant to a General Project Plan for the World Trade Center Memorial and Cultural Program dated June 2, 2004, as amended May 19, 2005 (as may be further amended, the "GPP") (capitalized terms used but not defined herein shall have the meanings set forth therefore in the GPP; words and phrases defined in this Agreement shall have the same meaning throughout this Agreement) and a Record of Decision and Findings Statement dated June 2, 2004 (together with the GPP, the "Regulatory Review Documents");

WHEREAS, LMDC will, consistent with the GPP, and subject to the terms and conditions set forth below, provide funds to the Foundation for the construction, and subsequent operation of a "World Trade Center Memorial and Cultural Project", in the area of the World Trade Center site bounded by Fulton, Greenwich, Liberty and West Streets and shown in the GPP ("Memorial/Cultural Area");

WHEREAS, the Foundation will be responsible for the development, finalization, presentation and integrity of the design for the Memorial/Museum and the Visitors Orientation and Education Center ("VOEC"), as well as, the funding of certain portions of the costs of the construction of the Memorial/Cultural Project;

WHEREAS, the Foundation will be responsible for the operations and programmatic elements of the Memorial/Museum and the VOEC, with the operating costs of the Memorial/Museum and the VOEC to be provided by the Foundation;

WHEREAS, consistent with the February 1, 2006 Memorandum of Understanding among the Foundation, PANYNJ and LMDC, PANYNJ will provide the Foundation with an

WTC Memorial/Cultural
Project Agreement

- 1 -



July 6, 2006

appropriate real property interest in and to the Memorial/Cultural Area, in its then current condition, that will take the form either of a fee or a ground-lease equivalent with the uses on such property subject only to and governed by the commitments and requirements of the Regulatory Review Documents;

WHEREAS, under the schedule for the Memorial/Cultural Project, which is to be comprised of the Memorial/Museum, VOEC and Common and Exclusive Infrastructure (collectively referred to as the "Memorial/Cultural Project"), the Memorial/Cultural Project is scheduled to have an opening by September 11, 2009;

WHEREAS, LMDC, the Foundation, the City and the State have requested that the PANYNJ undertake responsibility for the construction of the Memorial/Cultural Project;

WHEREAS, the Foundation's role with respect to the Memorial/Museum and VOEC shall, subject to the terms and conditions of this Agreement, be deemed to be that of the client with respect to the construction of the Memorial/Museum and VOEC; and

WHEREAS, PANYNJ, the LMDC, the Foundation, the State and the City expect that the implementation of the Plan in accordance with this Agreement will ensure that the Memorial/Cultural Project will be completed.

NOW THEREFORE, in consideration of their respective promises in this Agreement, and intending to be legally bound hereby, LMDC, PANYNJ, the Foundation, the City and the State agree as follows:

1. Definitions

The following terms have the following meanings in this MOU:

(a) "Parties" means LMDC, PANYNJ, the Foundation, the City and the State collectively.

(b) The words "include" or "including" shall be construed as incorporating, also, "but not limited to" or "without limitation."

(c) The word "law" or "laws" means each and every law, rule, regulation, requirement, order, judgment, decree, or ordinance of every kind issued by any governmental authority and its Permittees.

(d) "Person" or "person" means an individual person, a corporation, partnership, limited liability company, trust, joint venture, proprietorship, estate, governmental authority, or other incorporated or unincorporated enterprise, entity or organization of any kind.

2. Memorial/Cultural Project

The Memorial/Cultural Project shall consist of the following elements

(a) Memorial/Museum shall include all work and activities with respect to design, development, and construction of the Memorial/Museum, set forth and described in Exhibit A attached hereto.

(b) Visitor Orientation and Education Center ("VOEC") shall include all work and activities with respect to design, development, and construction of the VOEC, set forth and described in Exhibit B attached hereto.

(c) Common and Exclusive Memorial/Cultural Project Infrastructure ("Infrastructure") shall include all work and activities with respect to design, development, and construction of the Infrastructure, set forth and described in Exhibit C attached hereto.

3. Design and Development Plans

The Parties agree that the final design plans ready for bidding ("Final Plans") for the Memorial/Museum, VOEC and certain portions of the Infrastructure will be presented by the Foundation and LMDC to the PANYNJ in accordance with the schedules listed on Exhibit A, Exhibit B and Exhibit C attached hereto.

4. PANYNJ's Agreement to Construct

PANYNJ agrees to construct the Memorial/Cultural Project in accordance with the Final Plans, subject to confirmation by PANYNJ of the constructability and budget for each element of the Memorial/Cultural Project. For this purpose, the Final Plans shall include (or have annexed) such terms and conditions detailing PANYNJ's construction obligations that are mutually acceptable to the Parties.

The Foundation is responsible for maintaining the integrity of the Memorial/Cultural Project's design as reflected in the Final Plans and any revised design incorporated into the Final Plans as may be consistent with the Regulatory Review Documents.

Within thirty (30) days after the identification by the LMDC, the Foundation and PANYNJ of a contractor for the construction of certain foundations for the Memorial/Cultural Project and the establishment of secure funding sources by LMDC and/or the Foundation in the amount of \$20 million to fund such work, upon terms and conditions satisfactory to LMDC, the Foundation and PANYNJ, PANYNJ shall commence such foundation work.

The construction contracts executed by LMDC and/or Foundation in connection with the Memorial/Cultural Project are listed on Exhibit D attached hereto. In connection with the construction of the Memorial/Cultural Project by PANYNJ, PANYNJ shall have the option to request that LMDC and/or Foundation assign or terminate all or any of such construction contracts. Upon notice to LMDC and/or Foundation from PANYNJ, LMDC and/or Foundation will either assign or terminate such construction contracts.

PANYNJ agrees to submit monthly reports to and hold periodic meetings and/or when necessary value engineering sessions, with the Foundation, LMDC, the City and the State

with respect to the Memorial/Cultural Project. PANYNJ also agrees to notify the Foundation of all regularly scheduled project/job meetings during construction of the Memorial/Cultural Project. The Foundation may attend such meetings at its discretion and will also have the opportunity to monitor construction activities and make site visits upon reasonable notice to PANYNJ.

LMDC and/or the Foundation agrees to invite the PANYNJ to all design team meetings with respect to the Memorial/Cultural Project.

5. Sources of Funds

The proposed total budget for design and construction, as set forth in Exhibit A, for the Memorial/Museum is \$510 million, with funding in the amount of \$260 million already committed or to be provided by the Foundation and with funding in the amount of \$250 million already committed or to be provided by LMDC. The proposed budget, as set forth in Exhibit B, for the VOEC is \$80 million with funding in such amount to be provided by the State. The proposed budget, as set forth in Exhibit C, for the Infrastructure is \$150 million with funding already committed or to be provided by PANYNJ. Funds provided by the Foundation shall be used exclusively for the Memorial/Museum and shall not be available for the VOEC and/or the Infrastructure without the prior consent of the Foundation.

Within sixty (60) days of the execution of this Agreement PANYNJ, LMDC, the Foundation, the City and the State shall review the budgets set forth in Exhibit A, Exhibit B and Exhibit C, and if acceptable such budgets shall be approved. In the event that as a result of such review anticipated project costs for the Memorial/Museum, VOEC and/or Infrastructure exceed the targets for the Memorial/Museum, VOEC and/or Infrastructure, the Parties will participate in a value engineering exercise to reduce project costs, and, subject to approval by the Foundation of any design changes, such design changes resulting from such value engineering exercise shall be incorporated by the Foundation into the Final Plans, and shall be submitted to the PANYNJ as revised Final Plans and the revised budget will be adopted.

Additionally, the Parties agree that in the event that, as a result of unforeseen events or unavoidable costs related solely to the construction of the Memorial/Museum and/or VOEC, the costs of the Memorial/Museum and/or VOEC exceed the budgets, as approved by PANYNJ in September 2006, the Parties will participate in a value engineering exercise to reduce project costs, and, subject to approval by the Foundation of any design changes, such design changes resulting from such value engineering exercise shall be incorporated by the Foundation into the Final Plans, and shall be submitted to the PANYNJ as revised Final Plans and an amended budget will be adopted. In the event, as a result of such value engineering exercise, additional construction funding is required under such amended budget, PANYNJ will provide up to an additional \$25 million under such amended budget, and to the extent that such amount is not sufficient to complete the Memorial/Museum and/or VOEC, then up to an additional \$40 million will be provided under such amended budget, with funding in the amount of \$20 million to be provided by each of LMDC and PANYNJ on a pro rata basis, and to the

extent that such amount is not sufficient to complete the Memorial /Museum and/or VOEC, then LMDC will provide up to an additional \$25 million under such amended budget to complete the Memorial/Cultural Project. In the event that upon completion of the Memorial/Museum and VOEC, the full funding committed by PANYNJ and/or LMDC under this paragraph has not been expended, then the remaining amount of such committed funds shall be applied to reimburse PANYNJ for any required construction funding for the Infrastructure in excess of the budget approved by PANYNJ in September 2006 for the Infrastructure.

6. Construction Funding

Within sixty (60) days of the execution of this Agreement, PANYNJ, LMDC, the Foundation, the City and the State shall agree upon a mechanism under which the LMDC, the Foundation and the State will provide funds pursuant to their commitments as set forth in paragraph 5 hereof to PANYNJ, the schedule for provision of such funds and the form of the security for such funding commitment and schedule.

In addition, within sixty (60) days of the execution of this Agreement, PANYNJ and LMDC shall agree upon a mechanism under which the LMDC's contingent funding commitment as forth in paragraph 5 hereof, will either be paid or funds made available to PANYNJ for the construction of the Memorial/Cultural Project, a funding schedule for provision of such funds and the form of security for such commitment and schedule.

In addition, within sixty (60) days of the execution of this Agreement, PANYNJ, LMDC, the Foundation, the City and the State shall agree (i) upon a preliminary cash-flow schedule for the Memorial/Museum's construction expenditures; (ii) upon funding milestones for the Foundation predicated on such preliminary cash-flow schedule and preliminary analysis of the Foundation's current pledges, amounts collected and fund raising plan(s); and (iii) a mechanism acceptable to the Parties to provide assurances that the Memorial/Cultural Project will be completed in the event that funding milestones are not met, which may include among other items adequate security for the Foundation's funding commitment. The Parties further agree that the Foundation's commitment to raise funds is to be carried out on a good-faith basis.

The Parties agree that this Agreement does not obligate any of the Parties to provide construction funding in excess of the amounts set forth in paragraph 5 hereof, and that the City has no funding commitment for or with respect to the Memorial/Cultural Project, except as may otherwise be agreed to by the City.

7. PANYNJ's Construction Commitment

Subject to the satisfaction and completion of the following items the PANYNJ Board of Commissioners would be requested to authorize the PANYNJ to undertake the construction of the Memorial/Cultural Project as contemplated by this Agreement at the September 2006 Board meeting of the PANYNJ:

- (i) The agreement and transactions contemplated and outlined in the April 26, 2006, Conceptual Framework (attached hereto as Exhibit

E) are approved by the PANYNJ Board of Commissioners at the PANYNJ September 2006 Board Meeting.

- (ii) The scope of work, schedule of work and budgets set forth in Exhibit A, Exhibit B and Exhibit C attached hereto are confirmed or revised to the reasonable satisfaction of PANYNJ.
- (iii) A plan of financing for the Memorial/Museum established by the Foundation and LMDC that is reasonably satisfactory to PANYNJ.

8. United States Department of Housing and Urban Development (HUD) Requirements.

The Parties agree that any work performed in connection with projects that are funded by HUD shall comply with applicable HUD requirements. PANYNJ and LMDC and Foundation shall each require its contractors to comply with such HUD requirements.

9. Federal Transit Administration (FTA) Requirements.

The Parties agree that any work performed in connection with projects that are funded by the FTA shall comply with applicable FTA requirements. PANYNJ and LMDC and Foundation shall each require its contractors to comply with such FTA requirements.

10. Dispute Resolution

If the PANYNJ and the Foundation cannot agree upon an issue that arises hereunder, such matter shall be referred to the Executive Director of PANYNJ and the President of the Foundation for resolution. If the Executive Director of PANYNJ (or his designee), and the President of the Foundation (or his designee) cannot agree on any such issue within two (2) business days, then within one (1) business day thereafter PANYNJ and the Foundation shall refer such dispute to the Governors of the States of New York and New Jersey and the Mayor of The City of New York, who collectively shall designate an independent mediator to engage in a fast-track dispute resolution process, and if as a result of such fast-track dispute resolution process such dispute is not resolved, then the mediator shall make recommendations to the Governors and the Mayor for the resolution of such dispute.

11. LMDC Actions

LMDC commits to seek to obtain the approvals within LMDC's regulatory scope and authority that may be required to secure the funding contemplated in this agreement and enable the construction contemplated by the scope of work for the Memorial/Cultural Project, and in the event LMDC does not obtain the necessary approvals the Parties shall agree upon a mechanism to provide assurance that the Memorial/Cultural Project will be completed as contemplated by this Agreement.

12. Notices

Any and all notices or communications provided by either party pursuant to this Agreement shall be sent either (i) by hand, with confirmation of receipt, or (ii) by certified letter or overnight courier to the following addresses:

PANYNJ:

The Port Authority of New York and New Jersey
115 Broadway – 10th Floor
New York, New York 10003
Attention: Director Priority Capital Programs

with a copy to:

The Port Authority of New York and New Jersey
225 Park Avenue South
New York, New York 10003
Attention: General Counsel

LMDC:

Lower Manhattan Development Corporation
One Liberty Plaza, 20th Floor
New York, New York 10006
Attention: President

and with a copy to:

Lower Manhattan Development Corporation
One Liberty Plaza, 20th Floor
New York, New York 10006
Attention: General Counsel

The Foundation:

The World Trade Center Memorial Foundation, Inc.
One Liberty Plaza, 20th Floor
New York, New York 10006
Attention: Executive Vice President of Construction

and with a copy to:

The World Trade Center Memorial Foundation, Inc.
One Liberty Plaza, 20th Floor
New York, New York 10006
Attention: General Counsel

The City:

The City of New York
City Hall
New York, New York 10007
Attention: Deputy Mayor for Economic
Development and Rebuilding

and with a copy to:
The City of New York Law Department
100 Church Street, 6th Floor
New York, New York 10007
Attention: Corporation Counsel

The State:

The State of New York
The State Capitol
Albany, New York 12224
Attention: Chairman & CEO
Empire State Development Corporation

and with a copy to:

The State of New York
The State Capitol
Albany, New York 12224
Attention: Counsel to the Governor

13. Assignment

This Agreement may not be assigned by any party hereto, except that LMDC may assign this Agreement to ESDC and/or the Foundation. This Agreement shall inure to the benefit of and bind the Parties and their representatives, successors and assigns.

14. Third Party Rights

Nothing in this Agreement, express or implied, is intended to confer on any Person—other than the parties hereto—any rights, obligations, liabilities, or remedies; to constitute PANYNJ, LMDC, the Foundation, the City and the State, as partners or co-venturers; or to waive any claim or right of any party hereto against any Person who is not a party hereto.

15. Non-Liability of Commissioners/Officers

Neither the Commissioners of PANYNJ, nor the directors of LMDC, nor the directors of Memorial Foundation, nor the City, nor the State, nor any of them, nor any officer, agent or employee thereof shall be charged personally with any liability or held liable under any term or provision of this Agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.

16. Waiver of Provisions

No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

17. Amendments

This Agreement may be amended or modified only by a written instrument executed by the party or parties asserted to be bound thereby.

18. Governing Law

This Agreement shall be governed by and construed under the laws of the State of New York without giving effect to its conflict of law principles.

19. Signatures

This Agreement may be signed in counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts shall together constitute but one and the same instrument. Copies of this Agreement showing the true signatures of the respective parties, whether produced by photographic, digital, computer, or other reproduction may be used for all purposes as originals.

IN WITNESS WHEREOF, LMDC, PANYNJ, the Foundation, the City, and the State have caused this Agreement to be duly executed the date and year first written above.

**THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY**

By: *Kenneth J. Ringler, Jr.*
Name: Kenneth J. Ringler, Jr.
Title: Executive Director

**LOWER MANHATTAN DEVELOPMENT
CORPORATION**

By: _____
Name: Stefan Pryor
Title: President

**THE WORLD TRADE CENTER
MEMORIAL FOUNDATION, INC.**

By: _____
Name: Joseph Daniels
Title: Acting President

THE CITY OF NEW YORK

By: _____
Name: Daniel L. Doctoroff
Title: Deputy Mayor for Economic
Development and Rebuilding

THE STATE OF NEW YORK

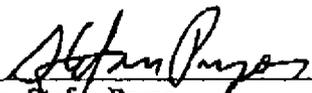
By: _____
Name:
Title:

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Title: Executive Director

LOWER MANHATTAN DEVELOPMENT
CORPORATION

By:  _____
Name: Stefan Pryor
Title: President

THE WORLD TRADE CENTER
MEMORIAL FOUNDATION, INC.

By: _____
Name: Joseph Daniels
Title: Acting President

THE CITY OF NEW YORK

By: _____
Name: Daniel L. Doctoroff
Title: Deputy Mayor for Economic
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Title: Deputy Mayor for Economic
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THE STATE OF NEW YORK

By: _____
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AND NEW JERSEY

By: _____
Name: Kenneth J. Ringler, Jr.
Title: Executive Director

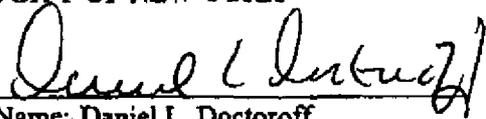
LOWER MANHATTAN DEVELOPMENT
CORPORATION

By: _____
Name: Stefan Pryor
Title: President

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By: _____
Name: Joseph Daniels
Title: Acting President

THE CITY OF NEW YORK

By: 
Name: Daniel L. Doctoroff
Title: Deputy Mayor for Economic
Development and Rebuilding

THE STATE OF NEW YORK

By: _____
Name:
Title:

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AND NEW JERSEY

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Name: Kenneth J. Ringler, Jr.
Title: Executive Director

LOWER MANHATTAN DEVELOPMENT
CORPORATION

By: _____
Name: Stefan Pryor
Title: President

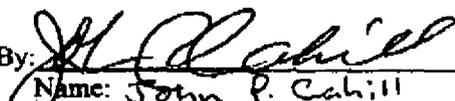
THE WORLD TRADE CENTER
MEMORIAL FOUNDATION, INC.

By: _____
Name: Joseph Daniels
Title: Acting President

THE CITY OF NEW YORK

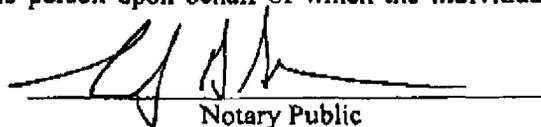
By: _____
Name: Daniel L. Doctoroff
Title: Deputy Mayor for Economic
Development and Rebuilding

THE STATE OF NEW YORK

By: 
Name: John P. Cahill
Title: Secretary to the Governor

STATE OF N.Y.)
) ss.:
COUNTY OF N.Y.)

On the 27th day of July in the year 2006, before me, the undersigned, personally appeared Kenneth S. Rye, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

TIMOTHY G. STICKELMAN
Notary Public, State of New York
No. 02ST6086913
Qualified in Suffolk County
Commission Expires on February 3, 2007

STATE OF New York)
COUNTY OF New York) ss.:

On the 31st day of July in the year 2006, before me, the undersigned, personally appeared Stefan Pryor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

IRENE CHANG
Notary Public, State of New York
No. 02CH5034129
Qualified in New York County
Commission Expires Nov. 7, 2006

STATE OF New York)
) ss.:
COUNTY OF New York)

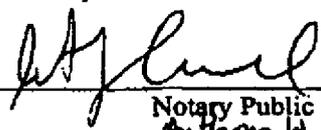
On the 31st day of July in the year 2006, before me, the undersigned, personally appeared Joseph Damico, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Irene Chang
Notary Public

IRENE CHANG
Notary Public, State of New York
No. 02CH5034129
Qualified in New York County
Commission Expires Nov. 7, 2006

STATE OF New York)
) ss.:
COUNTY OF New York)

On the ~~5~~^{5th} day of ~~July~~^{August} in the year 2006, before me, the undersigned, personally appeared Daniel L. DeLuca, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public
Anthony W. Cornell
ID# 02006119026 Kings
EXP 11/22/08

STATE OF New York)
COUNTY OF New York) ss.:

On the 18th day of July in the year 2006, before me, the undersigned, personally appeared SOLO CANI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

DEBORAH BOONE
COMMISSIONER OF DEEDS
City of New York 3-6628
Commissioner of Deeds in Bronx County
Commission Expires Oct. 3, 2012
Notary Public

EXHIBIT A

Exhibit A
Memorial/Memorial Museum Project
General Project Scope
June 30, 2006

Memorial/Memorial Museum Scope (all numbers are approximate)

Six Acre Plaza (trees, drainage, lighting, furniture, signage elements)

Two Memorial Voids 176' x 176' each, Pools, and Fountain with Waterfall, Name Parapet

Memorial Hall (12,000 sq. ft.) accessible from VOEC (with views to North & South Waterfalls)

Museum and Back of House Areas (125,000 sq. ft.)

Exposed Slurry Wall & Box Beam Overlook

Memorial and Museum Total Project Cost

\$510M

Major Milestones*

25% Contract Documents for Core & Shell Complete

Early Action - Foundation Contract Documents Complete

Contract Documents Complete

Early Action - Foundation Construction Start

Prospective Opening Date

Sept. 11, 2009

Additional project milestones to be developed and documented as part of an acceptable construction contract packaging plan.

TCA Reviews

Reviews are required for Final Plans and each contract document package being submitted for construction.

EXHIBIT B

Exhibit B
Visitor and Orientation Exhibit Center Project
General Project Scope
June 30, 2006

VOEC Scope (all numbers are approximate)

4 story building, 52,000 g.s.f., 12,000 sq. ft. footprint

Ticketing & Visitors Services

Central Security Screening

Exhibit, Education & Site Orientation Space

Vertical Circulation

Atrium

Total Project Cost

\$80M

Major Milestones*

25% Contract Documents Core & Shell Complete

Early Action - Foundation Contract Documents Complete (in PATH Track Area)

Early Action - Below Grade Structural Contract Documents Complete

Contract Documents Complete

Superstructure Construction Start

Prospective Project Completion

June 2010

Additional project milestones to be developed and documented as part of an acceptable construction contract packaging plan.

TCA Reviews

Reviews are required for Final Plans and each contract document package being submitted for construction.

EXHIBIT C

Exhibit C
Infrastructure Elements
June 30, 2006

<u>Common Infrastructure Scope</u>		Budget (TPC \$M)
Electrical Distribution Network		\$13.3
Chiller Plant		\$33.4
Street Utilities		\$4.1
Structural Shear Walls		\$30.0
Underpinning/Service Road/Ramps		\$17.5
Security Operations		\$6.3
Total	Say	\$100M

<u>Exclusive Infrastructure Scope</u>		Budget (TPC \$M)
Exposed Slurry Wall		\$16
Site Wide Coordination		\$8.1
Railroad Premium		\$16
Site Drainage		\$6.7
Sidewalks		\$6.3
Total		\$50M

Common & Exclusive Infrastructure Total	\$150M
Construction schedule starts and completions to be coordinated with the WTC Memorial construction schedule, and packaging plan.	

EXHIBIT D

Exhibit D

**Contract entered into by and between the World Trade Center Memorial
Foundation, Inc. and Bovis Lend Lease LMB, Inc. dated March 3, 2006**

EXHIBIT E

**THIS DOCUMENT IS COVERED BY AND SUBJECT TO
THE PRE-NEGOTIATION AGREEMENT DATED AS OF DECEMBER 8, 2005
BETWEEN THE PORT AUTHORITY AND WTC PROPERTIES LLC**

CONCEPTUAL FRAMEWORK

1. **T1/5.** PA will take over the ground leases for, and will develop, T1 (2.6MM sf) and T5 (1.2MM sf). SP will be the fee developer of T1. There shall be no restrictions on PA's marketing of T1/5. All rights to the August 2, 2005 Freedom Tower Security Redesign Costs Agreement shall be assigned to PA by SP.
2. **T2/3/4.** SP will retain the ground leases for, and will develop, T2 (2.4MM sf), T3 (2MM sf) and T4 (1.8MM sf) as office towers.
3. **Retail.** WTC Retail will develop all retail uses on a schedule established by WTC Retail under its existing corporate structure. Subject to the prior resolution by PA and Westfield, on a mutually satisfactory basis, of the Westfield right of first offer with respect to certain transactions pertaining to the retail components of the World Trade Center site, the PA shall sell and SP shall acquire WTC Retail LLC, under terms and conditions to be agreed to by the PA and SP. Such terms and conditions shall include a requirement that SP shall at all times retain an independent third-party, reasonably acceptable to the PA, that shall have developed and operated for at least five (5) years prior to the date such entity is retained, first-class retail space comprising not less than 500,000 leaseable square feet comparable to the retail uses contemplated for the World Trade Center site, to manage WTC Retail's development and operation of the retail components of the World Trade Center site. This Conceptual Framework does not provide SP with any interest in the corporate structure of WTC Retail or the retail development.
4. **Hotel.** PA will develop any hotel uses at the WTC site. Any hotel uses to be included in T2/3/4 shall be subject to SP consent.
5. **Parking.** PA – all parking spaces under the Freedom Tower and the Performing Arts Center (assumed to be 300 spaces) and 70% of the parking spaces in the east bathtub (assumed to be 700 spaces); SP – 30% of the parking spaces in the east bathtub (assumed to be 300 spaces). SP shall have the right to exchange a limited amount of its parking space allocation in the east bathtub for a comparable number of parking spaces under the Freedom Tower and Performing Arts Center.
6. **Development Schedule.** SP will commence construction of T3/4 (together with the related retail components) promptly after completion of the east bathtub by the PA and will proceed with due diligence to completion of construction within 4 years thereafter. SP will complete construction of T2 (together with the related retail components) on or prior to December 31, 2012. The development schedule set forth in this paragraph 6 shall be adjusted to take account of Unavoidable Delay (as defined in SP net leases). The SP net lessees of T2/3/4 shall each provide the PA with a separate guarantee of the completion of the entire development schedule as set forth in this paragraph 6, which guarantee shall be secured with a pledge of 100% of the ownership interests in the SP net lessees of T2/3/4, together with a pledge of any proceeds (which shall be deposited into an escrow account) from a direct or indirect refinancing of equity and/or debt relating to the SP net lessees of T2/3/4 or any of T2/3/4 (to the extent such proceeds are not required to pay debt service on the financing to be retired), sale or other capital event with respect to any of T2/3/4, in each case, prior to the completion of the development schedule as set forth in this paragraph 6.

The PA shall be permitted to foreclose upon such ownership interests and proceeds escrow account in the event that any of the SP net lessees of T2/3/4 shall fail to complete the entire development schedule as set forth in this paragraph 6. Until the release of the completion pledges set forth in this paragraph 6, the ownership interests in the SP net lessees of T2/3/4 and the proceeds escrow account shall be kept free of all liens, mortgages, security interests and other encumbrances other than the completion pledges.

7. Development Plan. The redevelopment of the World Trade Center site shall be conducted in accordance with the principles set forth in and pursuant to the World Trade Center Redevelopment Agreement and the World Trade Center Design and Site Plan Agreement, each entered into as of November 24, 2004. T2/3/4 shall be designed and developed to maximize the retail street frontage in coordination with the office lobbies (which shall not be located on Church Street) to provide a significant and unified retail complex, and in a manner that supports the mechanical and support space for PATH, pursuant to an "East Bathtub Development Plan" to be jointly developed by SP and PA.
8. Insurance. There shall be no reallocation of insurance proceeds used prior to the date upon which the definitive agreements reflecting this Conceptual Framework are executed ("Closing Date"). WTC Retail shall receive 8.90% of the insurance proceeds available and to be collected as of the Closing Date under the SP/WTC Retail insurance. SP shall receive 56.5% of the insurance proceeds available and to be collected as of the Closing Date under the SP/WTC Retail insurance. PA shall receive 34.6% of the insurance proceeds available and to be collected as of the Closing Date under the SP/WTC Retail insurance. The existing funding mechanics will be extended through completion and stabilization of T2/3/4. The \$1.2 billion limit set forth in paragraph 6(iv) of the December 1, 2003 agreement ("December 2003 Agreement") among PA, SP and Westfield WTC LLC (n/k/a WTC Retail LLC) shall be eliminated; *provided, however*, that any withdrawal from the Insurance Escrow (as defined in the December 2003 Agreement), including any payment directly by an insurer to SP in response to a proof of loss, in each case attributable to SP's business interruption losses, shall be limited to an annual amount equal to amounts payable to the PA under the T2/3/4 net leases plus \$60 million. Such \$60 million limit shall be increased in any year that SP has not received its management fees (as provided in the December 2003 Agreement) solely as a result of the payment by SP of items permitted under the December 2003 Agreement from such \$60 million amount, but in no event by more than \$10 million in any year to permit SP to receive such management fees. Except to the extent set forth in this paragraph 8, SP shall have no further claim to the proceeds of any property damage or business interruption insurance that may be applicable to the World Trade Center site or the events of September 11, 2001.
9. Liberty Bonds. To the extent that Liberty Bonds are allocated to the WTC site, SP shall receive \$2.5935 billion of the principal amount (to be comprised of 100% of the State of New York's available principal amount with the balance from the City of New York's available principal amount) and PA and WTC Retail shall receive the remaining principal amount of the City of New York's Liberty Bonds after such allocation to SP. In the event that any party receiving an allocation of Liberty Bonds shall determine that the full amount of such allocation will not be required for its particular redevelopment project such party shall advise the State and the City and such excess amount may be allocated to a different project by the State and/or the City, as appropriate.
10. Rent. As provided in the attached chart.

11. Infrastructure. Common infrastructure costs for electrical and other utilities, security and operations facilities, common structure (including the underpinning of the No. 1 subway line) and vehicular facilities for the WTC site shall be allocated on the basis that SP will assume the responsibility for the payment of \$140 million with respect to the cost of common infrastructure and security screening costs for Towers 2/3/4. The above cost allocation does not include the construction of east bathtub lateral load supports associated with the east bathtub slurry wall and assumes that SP will be responsible for lateral load costs as part of the construction of T2/3/4 and that PA will be responsible for lateral load costs as part of the construction of the WTC Transportation Hub. If SP rather than the PA builds any particular item or element of common infrastructure included within the above cost ranges then such range shall be reduced by the cost of such item. The PA and SP shall agree on the schedule for the execution of these common infrastructure improvements and a funding mechanism to ensure that sufficient funds will be available to pay each party's share of these costs. The subgrade and podiums for T3/T4 will be constructed to coincide with the construction of the north-south Transportation Hub concourse and shall ensure that an at-grade slab is in place when such concourse is in place. The PA and SP shall each bear the cost of their exclusive infrastructure components in the east bathtub. The PA shall be responsible for completing at its cost the excavation of the east bathtub and the installation of the east bathtub slurry wall. WTC Retail will assume the responsibility for \$147 million of common infrastructure costs for the retail components of the World Trade Center site to be developed by WTC Retail.
12. Developer Fees. SP shall receive developer fees of 1.0% of hard and design costs for the Freedom Tower and 2.5% of hard and design costs for T2/3/4.
13. Memorial. PA shall provide \$100 million to the World Trade Center Memorial Foundation to be applied to the World Trade Center Memorial's construction costs.
14. Space Lease Option. For the period through December 31, 2007, SP shall have a continuous right to require PA to lease approximately 600,000 square feet of space in Tower 4 and the City of New York to lease approximately 600,000 square feet of space in Tower 4, for a term of between 15 and 25 years (as determined by the mutual agreement of the parties), at a fair market value net rental rate, based on rental rates for class A office space in Lower Manhattan, taking into account applicable free rent periods, tenant improvements and leasing commission costs and governmental benefits available to tenants, and with such other terms determined by the mutual agreement of the parties. In the event that SP exercises such option with respect to the PA, any rights of the PA under the Lease dated July 24, 2001 between 1 World Trade Center LLC, as landlord, and PA, as tenant, shall be terminated.
15. SP Work Plan for Freedom Tower Construction. SP shall continue with the construction of the Freedom Tower and shall complete the following items prior to the PA's September 2006 Board Meeting: (i) PATH utility relocation work; (ii) site excavation (except for certain of the work in the PATH track area); (iii) 30% of the foundations; (iv) award contract, complete shop drawings and place mill orders for subgrade structural steel from foundations to grade; (v) complete 100% of construction documents for design of subgrade concrete construction from foundation to grade and complete 100% of design development documents for the concrete construction for the above grade portions of the tower; and (vi) install 50% of the associated foundations for the PATH east-west corridor in the area contiguous to the Freedom Tower (from slurry wall to column line 9) in an amount not to exceed \$2 million, subject to any PA demolition or other work on the Freedom Tower site or the adjacent plaza or Performing Arts Center site being coordinated with the SP work so as not to cause delay. The items set forth in this paragraph 15 shall be adjusted to take account of Unavoidable Delay (as defined in SP net leases).

16. PA Participation. Upon the release of the completion pledges set forth in paragraph 6 of this Conceptual Framework (with respect to any direct or indirect refinancing of SP equity and/or debt, sale or other capital event with respect to any of T2/3/4 that occurred prior to such release) and during the remaining term of each of the net leases for T2/3/4, the PA shall receive a capital event participation upon a direct or indirect refinancing of SP equity and/or debt, sale or other capital event with respect to any of T2/3/4. The Port Authority shall receive a 15% participation in the gross proceeds from any such event (subordinate to debt) until it has received an amount equal to \$193 million at 8% interest per annum (compounded annually) until the date of full payment to take account of the reduction in value to the PA under the attached rent schedule. Upon the full repayment of such amount, the PA's capital event participation shall be reduced to a 5% participation in the gross proceeds from any such event (subordinate to debt).
17. Completion Process. The presentation of the transaction reflected in this Conceptual Framework to the PA Board for its consideration (i) shall be scheduled for the PA's September 2006 Board Meeting; (ii) shall be dependent on SP completing the construction work set forth in paragraph 15 of this Conceptual Framework; and (iii) shall be dependent upon completion of all of the following items by either PA or PA/SP as indicated below.

PA Items – subject to resolution in the sole discretion of PA

- Freedom Tower Plan of Financing providing for the construction and operation of the Freedom Tower through stabilization on a self-sustaining basis.
- Lease Commitments to be facilitated by the State of New York from governmental entities for at least 1 million square feet in the Freedom Tower at market rates.
- Confirmation that sufficient third party funds will be available to cover common infrastructure costs that are not allocated to SP, WTC Retail or the PA, and that sufficient third party funds will be available to fully cover the cost of sidewalk and street improvements at the World Trade Center site.
- Confirmation from the State of New York that the Port Authority's expenditure of \$250 million in connection with the construction of the Freedom Tower will offset the Port Authority's commitment to the State of New York under the Port Authority's Regional Transportation Program.
- Completion of any actions that may be required by LMDC to enable the construction sequencing plan set forth in this Conceptual Framework.
- LMDC shall transfer title to 130 Liberty Street to the Port Authority and together with the City of New York shall complete any actions that may be required to enable the development of T5 for its highest and best use in the sole determination of the PA.
- Resolution by PA and Westfield, on a mutually satisfactory basis, of the Westfield right of first offer with respect to certain transactions pertaining to the retail components of the World Trade Center site.

SP/PA Items – subject to resolution on a mutually satisfactory basis to SP and PA

- Preparation of amendments to the SP net leases, and, as appropriate, other existing agreements, to reflect the elements of this Conceptual Framework and to provide for a separate lease for each of T2/3/4.

- Preparation of a Site Access Agreement, including, as an Exhibit, the "Construction Access and Management Guidelines/Standards", substantially in the form attached.
- Preparation of a Freedom Tower Development Agreement for the design and construction of the Freedom Tower.
- Preparation of an East Bathtub Development Plan, including (a) completion of conceptual plans (together with related cost estimates and schedules for all alternatives) that identify the various program elements and associated areas of the subgrade and podium space in the east bathtub area, including the coordination of each party's mechanical, structural, architectural, security and programmatic requirements, and addressing such elements as office lobby locations, core layouts, retail location, storage areas, service access, pedestrian and vehicular circulation, vertical transportation, and egress; (b) completion of preliminary documents consisting of drawings, outline specifications, construction cost estimates and construction schedules and presentation materials providing for design of architectural and engineering components of the east bathtub, to the maximum extent practicable, and consistent with the definition of "later schematics or early design development", excluding interior construction, in the American Institute of Architects Handbook of Professional Practice, vol. 2 (1994), "Design Decisions" pp. 641-2; (c) the number of east bathtub parking spaces that SP may exchange for parking spaces under the Freedom Tower and Performing Arts Center and the general location of such Freedom Tower and Performing Arts Center parking spaces; (d) an expedited dispute resolution process for material redevelopment issues; and (e) a funding mechanism to ensure that sufficient funds will be available to pay SP's and PA's respective shares of these costs.
- Preparation of a statement defining the roles and responsibilities of SP, PA, WTC Retail and PATH with respect to the construction of the podiums, subgrade area and office towers in the east bathtub, together with a financial plan (with a construction budget) for the execution of the east bathtub development.
- Preparation of a space lease option agreement (including a space lease term sheet) for each of the PA and the City of New York incorporating the provisions of paragraph 14 of this Conceptual Framework.
- Identification of the space in T2/3/4 which shall be subject to the Lease dated July 24, 2001 between 1 World Trade Center LLC, as landlord, and PA, as tenant, in the event that SP does not exercise the space lease option with respect to the Port Authority.
- Preparation of mutual releases for certain claims and SP discontinuance, with prejudice, of certain litigation.
- Issuance of inducement resolutions or other similar official action allocating Liberty Bonds to SP and PA by the State of New York and the City of New York, on the basis set forth in this Conceptual Framework.
- Clarification of the status of insurance claims under the net lessees insurance policies.
- Subject to resolution by PA and Westfield, on a mutually satisfactory basis, of the Westfield right of first offer with respect to certain transactions pertaining

to the retail components of the World Trade Center site, agreement as to the terms and conditions under which the PA shall sell and SP shall acquire WTC Retail LLC.

<p>1 WORLD TRADE CENTER LLC By: _____ Name: Larry A. Silverstein Title: President</p>	<p>2 WORLD TRADE CENTER LLC By: _____ Name: Larry A. Silverstein Title: President</p>
<p>4 WORLD TRADE CENTER LLC By: _____ Name: Larry A. Silverstein Title: President</p>	<p>5 WORLD TRADE CENTER LLC By: _____ Name: Larry A. Silverstein Title: President</p>

CONSTRUCTION ACCESS AND MANAGEMENT GUIDELINES/STANDARDS

I. Site Logistics and Coordination

[]'s on-site activities will be conducted in accordance with this Exhibit, which provides for the overall coordination of the various construction projects at the WTC Site. In connection with the logistics and coordination for the WTC Site, [] shall cooperate with the Authority's WTC Site Construction Coordinator (SCC) in cooperation with the Lower Manhattan Construction Command Center (LMCCC) in the daily management and coordination of all construction activities performed by all entities constructing throughout and adjacent to the WTC Site to ensure that all work is coordinated. [] shall provide appropriate input as requested by the SCC to permit the Authority's Construction Management Consultant (CM) to perform the following tasks effectively in support of the needs of all construction activities at or near the WTC Site:

- Develop a detailed integrated master construction schedule using the Critical Path Method (CPM) that identifies and integrates all WTC Site contracts, facility operations, or activities that interface in any way with the work at or adjacent to the WTC Site.
- Develop coordinated construction logistics and access plans that permit concurrent construction activities by all parties at or adjacent to the WTC Site. Identify conflicts and make recommendations to the applicable parties and the LMCCC to ensure that delays and their impacts are minimized.
- Coordinate with all parties including utility companies and other entities as required to ensure that the access to WTC Site is maintained at all times.
- Coordinate all site construction activities as required to ensure that PATH and MTA operations, and maintenance and protection of traffic and pedestrians are not disrupted and safety is not comprised.
- Schedule, participate in, take meeting minutes for and/or facilitate weekly construction coordination meetings or as necessary or required by the Authority.
- Develop, implement and monitor a coordinated WTC Site Safety Program for all contractors working within the WTC Site including, but not limited to, performing site inspections, providing worker training, reviewing contractor's Health and Safety Plans (HASP) and enforcing compliance with the approved program and applicable regulations.
- Audit Environmental Performance Commitments (EPCs) and regulatory compliance plans applicable to the specific projects at the WTC site. Based on such audits, evaluate the extent of compliance and propose measures to the applicable parties and the LMCCC to mitigate noncompliance and coordinate resolution.
- Audit the historic resource and archaeological protection plans and other commitments (including contract provisions) applicable to the specific projects at the WTC site. Based

on such audits, evaluate the extent of compliance and propose measures to the applicable parties and the LMCCC to mitigate noncompliance and coordinate resolution.

In general, vehicles will not be permitted to stage or queue on public streets. [] must submit to the SCC a plan for the orderly delivery of materials and equipment to the WTC Site utilizing the best principles and practices of just-in-time delivery.

Before the start of work, [] must also submit to the SCC a complete and comprehensive staging and logistics plan detailing the following:

- Place, location and duration of all temporary facilities and structures including trailers, sanitary facilities, storage sheds and the like.
- The staging and sequencing of work, detailing material lay down areas, equipment placement hoists, generators and other such large equipment, cranes, etc.
- System for rubbish removal and site housekeeping.
- Refueling and fuel storage facilities.
- Provisioning of temporary power and light.
- Site truck access and interior movements.
- Site specific safety plan.

II. General Site Operations, Maintenance and Security

The Authority shall manage and administer the operation, maintenance and security of the WTC Site, including, but not limited to, establishing and modifying as necessary the WTC Site Rules and Regulations, establishing and publishing a site-wide Traffic Management Plan for the use of all pedestrians and vehicles inside the WTC Site, establishing security policy and standards as part of the WTC Site Security Plan, the operation and maintenance of services provided to all occupants ("Common Services"), law enforcement services, and monitoring for compliance to all established operational, maintenance, and security policies and standards.

[] shall develop a construction site security plan, in cooperation with the SCC and subject to Authority approval, in order to govern the security of []'s construction areas within the WTC Site. Each construction site security plan shall be subordinate to the WTC Site Security Plan.

The WTC Site Security Plan shall establish requirements for access control, communications, document control, emergency response, WTC ID prerequisites, WTC Site ID training requirements, security guard standard operating procedures, access points for both pedestrians and vehicles, access and escort procedures for both pedestrians and vehicles, security guard staffing requirements, and shall include copies of all subordinate construction site security plans. The SCC shall monitor all areas of the WTC Site for compliance to the WTC Site Security Plan and subordinate construction site security plans.

Maintenance of demised areas and specific improvements being constructed by [] shall be the responsibility of and managed by []. The Authority shall provide Common Services unless other agreements are established for the provision of these services. Common Services shall include, but not be limited to, general maintenance, cleaning, and snow removal for pedestrian and vehicular paths identified on the WTC Site Traffic Management Plan, site utilities which are provided for the convenience or safety of all occupants, Authority

owned and operated sump pumps and de-watering facilities, general site lighting, slurry wall maintenance, Authority owned and operated ramp maintenance, etc. The Authority shall manage any public facilities and services including facilities available to victims' families during construction.

[] shall cooperate fully, fairly, reasonably and in good faith with other entities constructing at the WTC Site in all respects in connection with the redevelopment and rebuilding of the new WTC Site, to coordinate its efforts and interfere as little as possible with other's development and construction activities, and to respect and elevate to the highest priority the safety and security issues affecting the WTC Site and its occupants.

III. Site Access

For the duration of the construction period to complete all projects, access to and within the WTC Site shall be managed by the SCC in accordance with the provisions of this Exhibit with the SCC also having responsibility for and managing WTC Site Security. Conflicting needs for access to and use of the WTC Site for the performance of work at the WTC Site shall be resolved by mutual agreement in accordance with the principles set forth in this Exhibit.

Access in and around the WTC Site shall be subject to periodic modification as the construction work progresses, security and safety requirements including information from the intelligence community, requirements imposed by political entities and other entities which by agreement or applicable law have jurisdiction over the WTC Site or adjacent streets and/or access routes, and other causes and conditions beyond the control of the Authority. Subject to these limitations, the following access requirements will be considered to support the need for efficient and continuous construction activity:

- Access to the B6 level of the bathtub shall be available to [] using the existing south-north ramp subject to vehicle type and size, load and structural limitations governing the use of the ramp and operational requirements of the Authority. The use of the ramp shall be shared by all entities constructing at the WTC Site (and their contractors, agents and representatives) with equal priority through a good faith cooperative joint effort to coordinate delivery and other schedules among all entities. The ramp shall remain in place as long as possible but in no event shall it impede the progress of construction of the WTC Memorial or WTC Hub.
- Logistics within the bathtub, including, staging, storage or truck queuing on or near the access points to the ramp shall be coordinated with a focus on maintaining clear, unobstructed access to the base of the ramp, providing required emergency evacuation paths through the WTC Site from PATH as are designated now or as may be relocated in the future to accommodate construction of the WTC Memorial and WTC Hub.
- Shared access shall be maintained along the west access road (the Haul Road) from the Vesey Street intersection to the Cedar Street intersection for the duration that the road is in place prior to construction of the new northbound lanes in West Street.
- The Authority shall seek a commitment from NYSDOT to provide continuous access to the haul road from both north and south bound lanes of West Street.

- The Authority shall seek a commitment from the NYSDOT and NYCDOT that Vesey Street shall be closed to non-construction traffic for all phases of WTC Site construction, access for construction vehicles shall be maintained as possible from Church Street and West Street, and any reconfiguration of the Vesey Street walkway shall not materially reduce access for vehicles pursuant to applicable NYSDOT and/or NYCDOT permits.

The security of the WTC Site and access (including all traffic management) to and within the WTC Site will be managed and conducted in a manner that seeks to accommodate the needs of all entities who are conducting any construction or related activities on the WTC Site sufficient for the timely construction of all elements of the WTC Master Plan within the applicable construction schedules. [] shall work cooperatively to ensure that access for the benefit of other parties work is accommodated.

In connection with, and as a condition to, its entry onto the WTC Site, [] recognizes that portions of the WTC Site have been leased to 1 World Trade Center LLC, 2 World Trade Center LLC, 4 World Trade Center LLC and 5 World Trade Center LLC (collectively, the "Office Lessees") and that the Office Lessees have rights to various portions of the WTC Site pursuant to their respective Leases and other Agreements. []'s entry onto the WTC Site and activities thereon are not intended to and shall not diminish, adversely affect or interfere with the Office Lessees' rights under the Leases or the other Agreements and no such rights have been waived by the Office Lessees.

Con Edison's and Verizon/ECS's access to the WTC Site to repair, replace, or upgrade its facilities supplying the WTC Site or other locations in lower Manhattan as required to maintain the safety, adequacy, or reliability of such service shall be coordinated through the SCC.

IV. Safety

[] shall prepare and implement the programs, plans, and procedures required by the Authority to protect worker health and safety, and shall conform with Federal, state, and local codes, rules, regulations, and ordinances, including those established by the Authority with respect to worker and public safety. Individuals who do not follow these programs, plans, and procedures shall be subject to immediate removal from the WTC Site and suspension or revocation of privileges to enter the WTC Site. Each Contractor shall prepare a site-specific health and safety plan and submit to the Authority for review and approval prior to start of work.

V. Construction

Construction activity at the WTC Site shall commence only after receiving Authority approval in the form of one of the following:

- signed Tenant Construction Application (TCA) or Tenant Alteration Application (TAA) granting full or conditional approval to proceed with construction
- fully executed contract with the Authority, if applicable
- other fully executed agreement with the Authority containing conditions for construction and/or redevelopment activity.

VI. Dispute Resolution

Nothing contained herein shall limit or affect any provisions requiring [] to cooperate fully, fairly, reasonably and in good faith in all respects in connection with the redevelopment and rebuilding of the WTC Site, to coordinate their efforts and interfere as little as possible with other entities development and construction activities and to negotiate in good faith such agreements as may be necessary to effectuate such redevelopment and rebuilding.

When an entity covered by this Exhibit feels aggrieved by the actions of another entity constructing on the WTC Site, the SCC shall be notified within 24 hours of the occurrence or such knowledge that a resolution of a conflict in coordination could not be reached through standard construction coordination methods. The SCC will immediately assemble the senior on site representatives from each entity to assess the dispute. The SCC will attempt to resolve the dispute in the best interest of all entities to achieve effective overall site management and coordination.

In the event agreement on resolving conflicting needs for access to and use of the WTC Site for the performance of work, including construction phasing, staging and coordination, can not be achieved on this level, the matter shall be referred to the LMCCC for resolution giving due consideration to the priorities set forth in the integrated master construction schedule for the redevelopment of the WTC Site. The SCC will advise the LMCCC of the dispute and the implications of the schedule impacts of the dispute. The LMCCC will review and mediate disputes.

In the event the dispute is not resolved the entities reserve all rights, remedies in contract and/or law that they may have, including the Authority's right to revoke access to the WTC Site.