Torres Rojas, Genara FOI#13209

From: lbs4@columbia.edu
Sent: Tuesday, May 29, 2012 8:25 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: 816 Uris
City: New York
State: NY
Zip Code: 10027
Email Address: lbs4@columbia.edu
Phone: 212 854 3380
Required copies of the records: Yes

List of specific record(s):
2003 letter from the Port Authority to GMAC andor Larry Silverstein WTC Investors allowing escrow funds to be used to pay off GMAC and the Silverstein WTC Investors.

THE PORT AUTHORITY OF NY & NJ

Daniel D. Duffy
FOI Administrator

June 12, 2012

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

Re: Freedom of Information Reference No. 13209

Dear Ms. Sagalyn:

This is a response to your May 29, 2012 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for a copy of the 2003 letter from the PA to GMAC and/or Larry Silverstein WTC investors allowing escrow funds to be used to pay off GMAC and the Silverstein WTC investors.

Material responsive to your request and available under the Code can be found on the Port Authority's website at http://www.panynj.gov/corporate-information/foi/13209-WTC.pdf. Paper copies of the available records are available upon request.

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

Very truly yours,

Daniel D. Duffy
FOI Administrator

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

THE PORT AUTHORITY OF NY & NJ

225 Park Avenue South
New York, New York 10003

December 1, 2003

1 World Trade Center LLC
2 World Trade Center LLC
4 World Trade Center LLC
5 World Trade Center LLC

c/o Silverstein Properties, Inc.
530 Fifth Avenue, 18th Floor
New York, New York 10036-5101

Ladies and Gentlemen:

As you know, the Port Authority has spent considerable time and given substantial consideration since October 2002 to your proposal to permit the use of a portion of certain insurance payments and advances on deposit in certain escrow accounts (the "Insurance Escrow"), to prepay the Silverstein Net Lessees' Mortgage (the "GMAC Loan") and for certain of the other purposes described herein. Capitalized terms used and not otherwise defined herein have the respective meanings ascribed thereto in REOA and the Leases (as such terms are defined on Schedule 1 attached hereto, which Schedule 1 is made a part hereof by this reference).

After careful consideration of all of the issues, to permit the rebuilding process to go forward as expeditiously as possible, the Port Authority is willing to consent to the use of a portion of the Insurance Escrow on the terms outlined in this letter (the "Letter Agreement"), which also addresses certain other matters that have been under discussion between the Port Authority and the Silverstein Net Lessees. Please sign this letter to indicate your agreement with the terms outlined herein, and return a fully executed copy of this letter to the undersigned. Amounts to be withdrawn from the Insurance Escrow to (x) prepay the GMAC Loan shall equal approximately $570 million (including prepayment costs under the "IO" (interest only) portion of the GMAC Loan), subject to adjustment for accrued but unpaid interest, transaction fees and expenses and similar matters (and upon such prepayment all reserve funds held by the Mortgagee under the agreements pertaining to the GMAC Loan shall be released to or at the direction of the Silverstein Net Lessees), and (y) fund the Port Authority's acquisition of the Westfield Net Lessee (which will be structured as the acquisition of the Westfield Net Lessee entity) and the satisfaction or acquisition by the Port Authority of the Westfield Net Lessee's Mortgage (collectively, the "Port Retail Acquisition") shall equal approximately $140 million, subject to adjustment for accrued but unpaid interest, transaction fees and expenses and similar matters pertaining, in each case, to such satisfaction or acquisition of the Westfield Net Lessee's Mortgage. The closing of the prepayment of the GMAC Loan and of the Port Retail Acquisition (the "Closing") shall occur simultaneously on or about December 15, 2003, or such other date as shall be mutually acceptable to the Port Authority and the Net Lessees, and shall be contingent upon (a) the reasonable agreement (i) of the Port Authority and the Silverstein Net Lessees as to the documents neces

sary to effectuate the prepayment of the GMAC Loan, and (ii) of the Port Authority and the Westfield Net Lessee as to the documents necessary to effectuate the Port Retail Acquisition; and (b) the execution and delivery of the Mutual Release (as defined below) by the parties thereto. At the Closing, the Port Authority shall cause the Westfield Net Lessee to execute this letter below to indicate its agreement to the terms hereof. Notwithstanding anything to the contrary set forth herein, if the Closing shall not have taken place on or prior to January 1, 2004, then this Letter Agreement shall terminate and shall be null, void and of no further force or effect.

Notwithstanding anything to the contrary in the Leases and the REOA, after the date of the Closing, and until there is (i) a final, binding determination of the total amount of the insurance proceeds to be paid by the insurers under the Net Lessees' property damage and business interruption insurance coverage (the "Final Determination") and (ii) such insurance proceeds are allocated as to amount pursuant to a further written agreement among the Port Authority and the Net Lessees between property damage losses and the Net Lessees' business interruption losses (the "Allocation Agreement"), which Allocation Agreement the parties commit to negotiate in good faith and enter into as promptly as practicable following the Final Determination:

1. Funds used to effect the prepayment of the GMAC Loan and the Port Retail Acquisition shall be considered advances, without prejudice, subject to allocation under the Allocation Agreement.

2. Consistent with current practices, all proceeds paid by the various insurers, whether in response to proofs of loss or as an advance, from and after the date of the Closing shall be deposited in accounts in the Insurance Escrow designated jointly by each of the Net Lessees and the Port Authority under written payment directions addressed to the applicable insurer(s) and signed by each of the Net Lessees and the Port Authority.

3. The accounts currently comprising the Insurance Escrow shall remain subject to the applicable escrow agreements, which shall be amended coincidental with the Closing to delete all references to the Mortgagees and new accounts in the Insurance Escrow shall be established, as appropriate, under written escrow agreements signed by each of the Net Lessees and the Port Authority.

4. Subject to the terms of this Letter Agreement, any withdrawal from an account in the Insurance Escrow shall require the unanimous consent of each of the Net Lessees and the Port Authority, and shall only be made by a written payment direction signed by each of the Net Lessees and the Port Authority.

5. The Port Authority and the Net Lessees shall promptly execute any proofs of loss, affidavits or payment direction letters consistent with the forms of such documents executed by the parties to such documents prior to the Closing and shall execute other

documents, to the extent that such documents are acceptable to the parties thereto, to permit the Net Lessees to continue to pursue their insurance claims.

6. The Net Lessees shall be entitled to withdraw amounts on deposit in the Insurance Escrow (and the Port Authority shall consent to and facilitate any such withdrawal), to the extent that (i) except for withdrawals for the purpose set forth in clauses (iii) and (v), any withdrawal from the Insurance Escrow (including any payments directly by an insurer to the Net Lessees in response to a proof of loss attributable to the Net Lessees' business interruption losses) shall not exceed $230 million per year (of which the Silverstein Net Lessees shall be entitled to not less than $210 million per year and the Westfield Net Lessee to not less than $20 million per year); *provided, however,* that after the date of the Final Determination such amount shall not exceed the sum of $180 million per year (of which the Silverstein Net Lessees shall be entitled to not less than $158.40 million per year and the Westfield Net Lessee to not less than $21.60 million per year), in each case, plus any amounts carried forward from prior years, on a cumulative annual basis (with amounts less than such annual maximum not withdrawn in any year being carried forward and available in subsequent years in addition to the annual maximum for such subsequent years, and allocated between the Silverstein Net Lessees and the Westfield Net Lessee in the same proportion as the annual maximum amount is allocated for such year, and with expense amounts in excess of such maximums not paid in any year being payable from amounts available in future years), commencing on the day after the Closing; (ii) except for withdrawals for the purposes set forth in clauses (iii) and (v), all of such withdrawals or payments from the Insurance Escrow shall be used by the Net Lessees for the payment of rent and other amounts payable by them under the Leases, PILOT, BID and similar payments, principal, interest, fees and any other costs due with respect to any indebtedness of the Net Lessees directly related to the World Trade Center redevelopment process, management fees in accordance with the management fees provided for in the existing Management and Leasing Agreement dated July 24, 2001 among the Silverstein Net Lessees and Silverstein WTC MGMT. CO. LLC (consistent with post September 11, 2001 practice) and the legal, consulting and other fees and expenses in connection with insurance recovery and litigation, other litigation (including in respect of liability matters) and other matters pertaining to the World Trade Center and its redevelopment; (iii) such withdrawals shall be for transfer to an account established, held and administered by the Depository pursuant to the Leases and the REOA for the purposes set forth in paragraph 7 hereof (the "Redevelopment Escrow"); (iv) except for withdrawals for the purposes set forth in clauses (iii) and (v), the total aggregate amount of all such withdrawals from the Insurance Escrow from September 11, 2001 shall not exceed $1.2 billion, excluding amounts used for the prepayment of the GMAC Loan and the Port Retail Acquisition; and (v) such withdrawals are for the purpose of funding the defense or in-

demnification obligations pertaining to the September 11, 2001 Actions (as hereinafter defined).

7. The Net Lessees, subject to the prior reasonable consent of the Port Authority, shall select the Depository and establish the Redevelopment Escrow. The Redevelopment Escrow shall only be used for payments by the Net Lessees: (a) to architects, engineers and other design, construction and engineering professionals and consultants, and to any general contractor, construction manager, subcontractor, trade contractor, materialman or vendor, in each case, for work performed on behalf of the Net Lessees and directly related to the rebuilding, restoration and/or redevelopment of the portions of the World Trade Center subject to the Leases (as modified in accordance herewith), including, in the case of the Westfield Net Lessee, payments by the Westfield Net Lessee to the Port Authority on account of architects and engineers directly involved in the retail redevelopment process; and (b) reasonable compensation (in accordance with industry standards in New York City) payable to the Silverstein Net Lessees and their affiliates in redeveloping the portions of the World Trade Center in accordance herewith, such compensation to cover, without limitation, overhead, salaries, administrative expenses, office rent, insurance, and owner's representative. Except as expressly provided herein, withdrawals from the Redevelopment Escrow held by the Depositary for the payments described above will be made pursuant to the Leases and the REOA.

8. Subject to paragraph 6 hereof, the Net Lessees' expenses for legal and consulting fees will be paid in accordance with existing retainer agreements. The Silverstein Net Lessees will not retain any additional lawyers or legal consultants without the prior written consent of the Port Authority, which consent shall not be unreasonably withheld.

9. At least fifteen days prior to the commencement of each calendar quarter the Net Lessees shall provide the Port Authority (or, in the case of the Westfield Net Lessee, the Port Authority and the Silverstein Net Lessees) with a schedule of anticipated expenditures from the Insurance Escrow and the Redevelopment Escrow for such quarter, provided that the failure of any amount to be listed on such schedule of anticipated expenditures shall not limit the right of any Net Lessee to make a payment otherwise permitted. Within fifteen days after the close of such calendar quarter the Net Lessees shall provide the Port Authority (or, in the case of the Westfield Net Lessee, the Port Authority and the Silverstein Net Lessees) with a schedule of actual expenditures from the Insurance Escrow and the Redevelopment Escrow during such quarter. Such schedules, and any other information provided to the Port Authority as contemplated by this paragraph, whether oral, written or otherwise, shall be exempt from disclosure to the fullest extent permitted under the Port Authority Freedom of Information policy, and, subject thereto, shall be maintained in confidence by the Port Authority. The Net Lessees will also be available at the reasonable convenience of the Port Authority (or,

in the case of the Westfield Net Lessee, of the Port Authority and the Silverstein Net Lessees) on a monthly basis to review such matters on an interim basis.

In view of the fact that the ground level WTC Site Diagram attached hereto as Exhibit A (the "Site Diagram") indicates ground floor locations for office towers and other commercial space, transportation space, and memorial and cultural space which is generally mutually acceptable to the parties hereto and that rebuilding in accordance therewith and the following provisions of this letter agreement has been approved in principle by the parties, the Port Authority and each Net Lessee will amend the Leases and the REOA coincidental with the Closing, solely to immediately:

(I) remove from the Premises leased by the Net Lessees the portion of such Premises that is designated "Public Transit, Streets & Open Space" (shaded in yellow), to permit, among other items of construction (generally consistent with Port Authority's existing publicly disclosed conceptual plans), the construction of the permanent PATH terminal and its related infrastructure, and "Memorial & Cultural" (shaded in green) in the Site Diagram;

(II) include in the Premises leased by the Westfield Net Lessee (the "Retail Premises"), and provide that such Premises will accommodate, (x) the same gross leasable area ("GLA") of commercially viable retail space as existed in the Premises leased by the Westfield Net Lessee as of September 10, 2001 (427,000 square feet of GLA) plus (y) an additional gross leasable area of commercially viable retail space (it being understood that all currently planned retail space, including the third floor retail, is deemed to be commercially viable for purposes hereof) equal to the GLA of the retail "Expansion Premises" provided for in the REOA, the Retail Lease and the July 24, 2001 letter from the Westfield Net Lessee to the Port Authority pertaining to the "Expansion Premises", as approved by the Port Authority and referenced in Section 11.1(d) of the REOA; and

(III) include in the Premises leased by the Silverstein Net Lessees (the "Office Premises"), and provide that such Premises will accommodate, (x) the same amount of commercially viable Class A above-grade carpetable office space as existed in the Premises leased by the Silverstein Net Lessees as of September 10, 2001 (consisting of, at minimum, 10 million square feet of commercially viable Class A above-grade rentable office space) in five office towers to be constructed generally in the locations shown on the Site Diagram (or in other locations mutually acceptable to the Silverstein Net Lessees and the Port Authority), each of which office towers will have as part of the Office Premises (A) an at-grade lobby (with elevators serving all levels of the office tower from such ground floor lobby) generally in the location shown on the Site Diagram and (B) at least two large floors in the above-grade base of each of Office Towers #s 2, 3 and 4 (running to the street walls of such towers) for office or office-related amenities, (y) 1,300 or more sub-grade auto parking spaces for office tenants, and (z) sub-grade, loading, leasable

storage, mechanical and other non-office space equivalent in area and quality to such space which was included in the Premises leased by the Silverstein Net Lessees as of September 10, 2001 (except that such space need not all be sub-grade if it cannot reasonably be accommodated below grade) and which is reasonably adequate to support the new office towers and space.

Notwithstanding the inclusion of the "Performance" area (east of the Freedom Tower and bordered by Vesey, Greenwich and Fulton Streets, as shown on the Site Diagram) in the "Memorial/Cultural" area (indicated by the green shading on the Site Diagram), such "Performance" area shall not be developed for its intended purpose until the design and relative configuration of Freedom Tower and the "Performance" space and the construction plan and phasing for the "Performance Space" are finally determined by mutual agreement of the parties, in consultation with the LMDC as appropriate, the parties hereby agreeing to cooperate in such respect reasonably and in good faith, and to jointly consult with the LMDC as appropriate. In addition, the Port Authority agrees that, notwithstanding the permanent exclusion of the "Performance" area from the Office Premises, the Silverstein Net Lessees will have such access to and use of the "Performance" area as is necessary for Freedom Tower construction-related purposes until the earlier of completion of Freedom Tower and December 31, 2009. Moreover, in light of the prospect that a tenant for space at Freedom Tower might require two-to-three floors at the base of Freedom Tower of up to 90,000 square feet per floor, it is understood that the parties will discuss an appropriate configuration and any structural issues related to the integration of the "Performance Space" and the base of Freedom Tower to accommodate both such requirement and the "Performance Space", in consultation with the LMDC, as appropriate, provided that any such accommodation of the Freedom Tower will be consistent with the quality of the performance facilities to be built on the "Performance Space".

All portions of the new World Trade Center designated "Commercial" and shaded in blue on the Site Diagram will be included in either the Office Premises or in the Retail Premises.

The parties acknowledge that the Site Diagram covers only the ground elevation (and does not address sub-grade or above-grade elevations), is still "undimensioned" and approximate in nature (including as to the exact orientation and shape of the office towers, and the location of mechanical space, ventilation, ingress and egress and other elements) and does not yet reflect the breakdown of the Office Premises and the Retail Premises (except as noted above) or the interrelationship of such Premises, and agree to cooperate fully with each other, fairly, reasonably and in good faith, to:

(A) fine-tune, adjust, augment, finalize and effect the Site Diagram as expeditiously as possible in a manner that satisfies their respective fair and reasonable requirements, including by modifying and augmenting the Site Diagram to address all elevations of the project and specific dimensions and to reflect the breakdown of the Office Premises and the Retail Premises (which are shown in an undifferentiated manner in blue shading and

designated "Commercial" on the Site Diagram) and the interrelationship of such Premises generally consistent with the existing Libeskind Master Plan and the parties will work together and with Studio Daniel Libeskind and the LMDC in a cooperative manner to formulate Commercial Design Guidelines (the "Commercial Design Guidelines") for the portions of the World Trade Center designated "Commercial" and shaded in blue in the Site Diagram and related areas and sidewalks, including the "Wedge of Light Sidewalk" referenced below (all of the foregoing being subject in all cases to the requirements of clauses (I), (II) and (III) above); and

(B) enter into such amendments to the Leases and the REOA and such other arrangements as shall be required to (w) conform the existing agreements and arrangements to the new Premises (pursuant to the final Site Diagram) and new World Trade Center (by, among other things, providing for the redevelopment, operation and management of the new World Trade Center in a manner and to a standard consistent with best practices at other leading first-class mixed-use developments in Manhattan) and provide for cooperation between the Silverstein Net Lessees and the Westfield Net Lessee in matters related to the new Premises, (x) allocate the cost of building the new World Trade Center fairly and equitably (it being understood that the reconfiguration of the various premises set forth above is without prejudice to cost allocations), (y) otherwise cause the Leases, the REOA and related agreements to contain such provisions as are reasonably necessary to permit the Lessees to mortgage their interests therein, and (z) otherwise address the matters set forth in clauses (I), (II) and (III) above and related issues or changes.

The Net Lessees acknowledge that the Port Authority desires to locate a hotel at or in the vicinity of the World Trade Center site and, subject to satisfying the requirements for the Office Premises set forth in clause (III) above, the Net Lessees agree to cooperate in good faith with the Port Authority to determine a mutually acceptable location and design therefor. Subject to satisfying the requirements for the Office Premises set forth in clause (III) above, the parties agree to cooperate in good faith to address matters arising under the memorandum of agreement between the Port Authority and the United States General Services Administration dated July 29, 2003 relating to the Customs House formerly located at the World Trade Center (provided that in no event shall the Silverstein Net Lessees be required to make economic concessions in such regard).

The parties agree further that the sidewalk area designated "Wedge of Light Sidewalk" on the Site Diagram will be constructed and designed in coordination with the design and construction of Office Tower #2, in accordance with the Commercial Design Guidelines, in a manner that will not delay or interfere with the design and construction of the Office Tower #2, and consistent with the requirements for federal funding to be obtained by the Port Authority.

By execution hereof, the Port Authority and the Westfield Net Lessee consent to the Silverstein Net Lessees' and the Net Lessees' Association's designation of Skidmore Owings Merrill as the design architect and project manager for the Freedom Tower.

At the Closing, the appropriate parties shall enter into a mutual release (the "Mutual Release") in a form to be agreed upon by the parties hereto and Westfield WTC Holding LLC, Westfield America, Inc. and Westfield Corporation (the "Westfield Entities") in order to consummate the Port Retail Acquisition.

Notwithstanding the provisions of the Site Diagram (including the acquisition by the Port Authority of the "Deutsche Bank Site" and the "Milstein Site", as shown on the Site Diagram) and the other changes provided for in this letter, (x) the aggregate rental and other economic obligations (including obligations in respect of PILOT and property taxes, if any) of the Silverstein Net Lessees shall not exceed the obligations under their current Leases, it being agreed that their amended Leases will be on the same economic terms as their current Leases (subject to cost allocations and other agreements reached pursuant to subparagraph (B) above), and (y) the Silverstein Net Lessees will not be responsible for the demolition or cleanup of the existing conditions on such Sites.

The Net Lessees and the Port Authority agree to cooperate with each other fairly and reasonably in all respects in connection with the redevelopment and rebuilding of the new World Trade Center in accordance with the Site Diagram and the foregoing provisions describing the Office Premises and the Retail Premises and to coordinate their efforts and interfere as little as possible with each other's development and construction activities. It is the parties' intent that the redevelopment of the new World Trade Center will result in a world class environment of the highest quality.

The Net Lessees and the Port Authority agree that the above-grade retail space in the new World Trade Center (i) will be developed and operated in a manner, and will be of a nature and quality, that is comparable to the prevailing practices followed in leading first-class mixed-use buildings in Manhattan, (ii) will be leased in a manner (including the sequencing of lease-up and the identity of tenants) that is consistent with the manner prevailing at such time for the leasing of retail space in comparable large scale first class mixed-use developments in Manhattan and (iii) the office space in the new World Trade Center will be developed and operated in a manner comparable to the prevailing practices followed in leading first-class mixed-use buildings in Manhattan. Until a building in the new World Trade Center is substantially leased up the Westfield Net Lessee (or any successor that controls the retail space at the new World Trade Center) shall notify the Silverstein Net Lessees at least 30 days prior to entering into any new lease for above-grade retail space in or adjacent to such building at the new World Trade Center and after a building in the new World Trade Center is substantially leased up such notice shall be at least 20 days prior to entering into such new lease. In either case, such notice will identify and describe in reasonable detail the proposed tenant, the location of the premises proposed to be leased by such tenant,

the proposed commencement date of the lease and such other related information as may be reasonably requested by the Silverstein Net Lessees.

The Port Authority and the Silverstein Net Lessees agree that it is in the best interests of all the parties that the Port Retail Acquisition is concluded as soon as possible, and agree to work diligently to accomplish that goal. The agreement by which the Port Authority acquires the Westfield Net Lessee shall provide for the Westfield Entities to agree to use good faith and commercially reasonable efforts to cause their (and their affiliated entities') respective employees, experts and consultants to cooperate with the Westfield Net Lessee's reasonable requests with respect to the collection and preparation of any information, the production of documents and materials, the giving of testimony and the transfer and assignment of all expert reports, materials and expert retention agreements, necessary in connection with the filing, administration and prosecution of any insurance claims and proceedings (both within and outside of litigation) by or on behalf of the Westfield Net Lessee under the applicable insurance policies.

This will confirm that, with respect to any and all actions arising from the events of September 11, 2001 (the "September 11, 2001 Actions"), the Silverstein Net Lessees will defend and indemnify the Port Authority to the extent of the indemnity provisions of their Leases. Except as specifically provided in the remainder of this paragraph, this Letter Agreement is not intended to modify, enlarge or diminish such provisions. Without limiting or modifying the generality or limitations of the foregoing, this will further confirm that: (x) with respect to: (a) the pending claims asserted by several PATH conductors and engineers under the Federal Employers' Liability Act alleging that they suffered injuries when debris from the collapsed Towers entered the PATH facility under the World Trade Center; (b) the pending claims asserted by several sanitation workers alleging that they suffered injuries when they were exposed to toxic fumes at the Fresh Kills landfill; (c) the pending claim asserted by a clean up worker allegedly injured at the site of 6 WTC; and (d) the pending claim asserted by Zurich that the Port Authority is not an insured under the liability policy purchased in connection with the acquisition of the Leases and is not entitled to be reimbursed for any defense costs, the Net Lessees shall defend the Port Authority and, in those cases in which it is a defendant, PATH; and (y) the firm of Flemming, Zulack & Williamson (or such other firm jointly selected by the Silverstein Net Lessees and the Port Authority) will continue to jointly represent the Port Authority and the Silverstein Net Lessees in the actions that that firm is currently so handling (provided that as between the Port Authority and the Silverstein Net Lessees such joint representation shall be without prejudice nothing herein shall make any such firm a third-party beneficiary of this Letter Agreement). In the event additional suits have been or are brought against the Port Authority arising out of the events of September 11, 2001, the Net Lessees shall provide for the defense of those suits on terms reasonably acceptable to the Port Authority, consistent with and subject to the obligations of the Net Lessees under the Leases. The arrangements contemplated by this paragraph shall be, subject to the indemnity provisions of the Leases, without prejudice to the rights of the parties to pursue recoveries under their respective insurance coverage with respect to the claims described above,

to settle or compromise such claims, and to any final determination of the rights and liabilities of the parties pursuant to the indemnity and other provisions of the Leases.

Except to the extent set forth herein, neither this letter nor the agreement of the parties set forth herein shall be or be deemed to be a waiver by any of such parties of such party's rights or another party's obligations under the Leases or the REOA, including, without limitation, the indemnity provisions thereof. Nothing contained herein shall be deemed to be a waiver by any party of such party's rights under that certain letter dated April 11, 2002, in clarification of the operation under certain circumstances of the Section 15.1.5 of the Leases and Section 8.3(f) of the REOA. Nothing contained herein shall be or be deemed to make any Net Lessee responsible for the acts or obligations of any other Net Lessee or of the Port Authority. In addition, except to the extent set forth herein, nothing contained in or contemplated by such agreement shall constitute, or be construed as, a waiver, consent or approval by the Net Lessees or the Port Authority of any matter, decision or selection requiring the consent or approval of one or more such parties under the Leases or the REOA, except to the extent specifically set forth herein.

Very truly yours,

Michael B. Francois
Director of Real Estate

AGREED:

1 World Trade Center LLC

By:_____
Larry A. Silverstein,
as President

2 World Trade Center LLC

By:_____
Larry A. Silverstein,
as President

4 World Trade Center LLC

By:_____
Larry A. Silverstein,
as President

5 World Trade Center LLC

By:_____
Larry A. Silverstein,
as President

Westfield WTC LLC

By:

By:_____
Name:
Title

AGREED:

1 World Trade Center LLC

By:_____
Larry A. Silverstein,
as President

2 World Trade Center LLC

By:_____
Larry A. Silverstein,
as President

4 World Trade Center LLC

By:_____
Larry A. Silverstein,
as President

5 World Trade Center LLC

By:_____
Larry A. Silverstein,
as President

WTC Retail LLC
f/k/a Westfield WTC LLC

By: The Port Authority of New York
and New Jersey, its sole member

By:_____
Name: Michael B. Francois
Title: Director of Real Estate

SCHEDULE 1

Agreement of Lease, dated as of July 16, 2001, by and between The Port Authority of New York and New Jersey (the "Port Authority"), as landlord, and 1 World Trade Center LLC, as tenant, as amended by the First Amendment to Agreement of Lease, dated as of July 24, 2001;

Agreement of Lease, dated as of July 16, 2001, by and between the Port Authority, as landlord, and 2 World Trade Center LLC, as tenant, as amended by the First Amendment to Agreement of Lease, dated as of July 24, 2001;

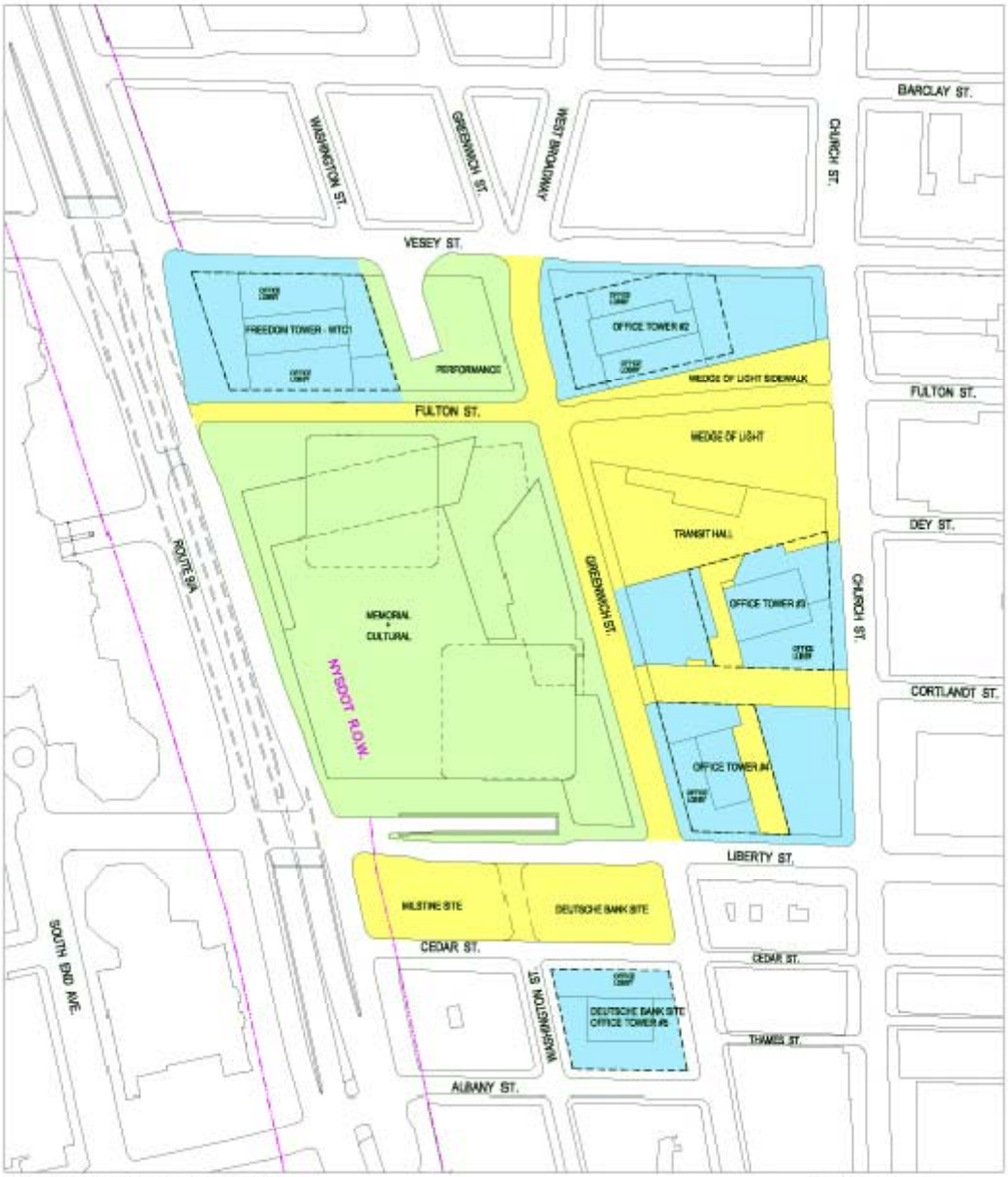
Agreement of Lease, dated as of July 16, 2001, by and between the Port Authority, as landlord, and 4 World Trade Center LLC, as tenant, as amended by the First Amendment to Agreement of Lease, dated as of July 24, 2001;

Agreement of Lease, dated as of July 16, 2001, by and between the Port Authority, as landlord, and 5 World Trade Center LLC, as tenant, as amended by the First Amendment to Agreement of Lease, dated as of July 24, 2001;

Agreement of Lease, dated as of July 16, 2001, by and between the Port Authority, as landlord, and Westfield WTC LLC, as tenant, as amended by the First Amendment to Agreement of Lease, dated as of July 24, 2001 (the "Retail Lease", and all of the foregoing Agreements of Lease, as amended, the "Leases", and each, a "Lease"); and

First Amended and Restated Reciprocal Easement and Operating Agreement of Portions of the World Trade Center, dated as of July 24, 2001 (the "REOA"), by and among, 1 World Trade Center LLC, 2 World Trade Center LLC, 4 World Trade Center LLC, 5 World Trade Center LLC (collectively the "Silverstein Net Lessees"), Westfield WTC LLC (the "Westfield Net Lessee", collectively with the Silverstein Net Lessees, the "Net Lessees") and the Port Authority.

EXHIBIT A



Note: Dashed lines indicate tower footprints.
This Diagram is undimensioned and approximate and does not show exact locations.

Not to Scale

Exhibit A

WTC Site Diagram

November 25, 2002

Commercial

Memorial & Cultural

Public Transit, Streets & Open Space