Torres Rojas, Genara FOI #14643

From: Maloney, Jennifer [mailto:Jennifer.Maloney@wsj.com]
Sent: Thursday, February 06, 2014 5:10 PM
To: Duffy, Daniel
Subject: 9/11 Memorial FOIL

Dear Mr. Duffy,

Thanks for your recent response to my 9/11 Memorial FOIL request. I'm writing today with a related request. I'd like to request copies of the September 9, 2011, World Trade Center Memorial Temporary Operating License, as well as the first amendment to that license.

Please provide the documents in electronic form, if possible.

Many thanks,

Jennifer

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

February 13, 2014

Ms. Jennifer Maloney
The Wall Street Journal

Re: Freedom of Information Reference No. 14643

Dear Ms. Maloney:

This is in response to your February 6, 2014 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy attached) for "copies of the September 9, 2011, World Trade Center Memorial Temporary Operating License, as well as the first amendment to that license."

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/14643-WTC.pdf. Paper copies of the available records are available upon request.

Certain material responsive to your request is exempt from disclosure pursuant to exemption (4) of the Code.

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

Very truly yours,

Daniel D. Duffy
FOI Administrator

Attachment

225 Park Avenue South, 17th Floor
New York, NY 10003
T: 212 435 3642
F: 212 435 7555

WORLD TRADE CENTER MEMORIAL
TEMPORARY OPERATING LICENSE

This **TEMPORARY OPERATING LICENSE** (this "License"), is made this 9th day of September 2011 by and among the **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("PANYNJ" or "Licensor"), with offices located at 225 Park Avenue South, New York, New York 10003 and **THE NATIONAL SEPTEMBER 11 MEMORIAL & MUSEUM AT THE WORLD TRADE CENTER FOUNDATION, INC.** (the "Foundation" or "Licensee") with offices at One Liberty Plaza, 20th Floor, New York, New York 10006.

Introductory Statement

WHEREAS, the Lower Manhattan Development Corporation ("LMDC") and PANYNJ, as parties to the May 10, 2002 Cooperation Agreement (the "Cooperation Agreement"), agreed to cooperate and collaborate 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, the LMDC and the PANYNJ also entered into 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 License shall have the same meaning throughout this License);

WHEREAS, LMDC, PANYNJ and the Foundation, under the February 1, 2006 Memorandum of Understanding (the "MOU"), established a schedule for completing the allocation of the property interests identified on the Site Diagram (as defined in the GPP); and

WHEREAS, as of September 11, 2011, the Foundation will begin the operation of the Memorial (as defined in the GPP), while construction of the Memorial Museum and the rest of the World Trade Center site (the "WTC Site") continues pursuant to the Plan;

WHEREAS, the parties desire to memorialize the rights and responsibilities of the parties with respect to the operation of the Memorial (the "Memorial Program") from and after September 11, 2011 until such time the Foundation or its written designee acquires a possessory real property interest with respect to the entire Memorial Area (defined below).

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

1. DEFINITIONS. The following terms have the following meanings in this License:

(a) "Permitees" means as to PANYNJ, and/or the Foundation, respectively, their officers, directors, employees, agents, representatives, lessees, sublessees, designees, consultants, contractors, subcontractors and visitors.

(b) "Parties" means PANYNJ and the Foundation collectively. "Party" means any of the Parties individually.

(c) "Memorial Work" means all work and activities of the Permitees of the Foundation with respect to design, development, financing, construction, use, and operation of the Memorial Program, including deliveries of materials and equipment; excavation; construction of footings, foundations, core and shell, and interior fit-out; installation of furnishings, fixtures, and equipment; commissioning; commencement and continuation of use, operation, maintenance, repairs, and all other activities (including fundraising activities) contemplated for the Memorial Program, and all activities, work, and services, necessary, desirable, related to, and/or ancillary to, the foregoing.

(d) "PANYNJ Work" means the work and activities of PANYNJ and its respective Permitees requiring and/or involving access through the areas of the WTC on which the Memorial Program is being constructed and/or operated for construction of One World Trade Center, WTC Transportation Hub ("HUB"), Central Chiller Plant, slurry wall and other construction activities on the WTC Site.

(e) "Site Utilities" means temporary or permanent facilities on the WTC Site for electricity, water, and waste treatment.

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

(g) 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 Permitees.

(h) "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.

(i) "Memorial Area" means the area of the WTC Site approximately bounded by Fulton, Greenwich, Liberty and West Streets and further depicted in the olive shaded area on Exhibit A attached hereto and made a part hereof and also referred to herein as the "Licensed Area" and additional areas to be added to the Licensed Area for certain mechanical and operations space that will be provided to the Licensee pursuant to the PANYNJ's Tenant Construction Application and/or Tenant Alteration Application process.

(j) "Hazardous material(s)" means any materials, substances, fluids, chemicals, gases, or other compounds the presence, use, storage, emission, drainage, leakage, effusion, modification, or disposition of which is prohibited by law or subject by law to specific procedures, controls, or restrictions, or which are otherwise deemed hazardous, toxic, poisonous, or unsafe.

2. GRANT OF LICENSE. Subject to the terms, covenants, conditions, restrictions, and limitations contained in this License, Licensor hereby grants to Licensee a non-transferable, revocable, license to access, occupy and operate the Memorial Program in the Memorial Area (collectively, the "Licensed Area") set forth on the attached Exhibit A, during the License Period (defined below). Subject to the provisions of Article 6 below, Licensee shall have exclusive use and enjoyment of the Licensed Area.

3. LICENSE TERM.

(a) The term of the License (the "License Term") shall commence as of 12:01 a.m., local time, on September 11, 2011 (the "Commencement Date"), and shall end on the "Expiration Date", which shall be earlier to occur of (i) midnight, local time, on September 10, 2013, or unless further extended by the parties, or (ii) midnight, local time, on the date upon which the Foundation acquires a possessory real property interest with respect to the Licensed Area, or (iii) the date upon which a superseding agreement has been fully executed and delivered by the Parties.

(b) Failure by Licensee to abide by (i) all of the material terms and conditions of this License after receipt of written notice from Licensor and failure to cure the same within twenty (20) days following receipt of notice, or (ii) all of the other terms and conditions of this License after receipt of written notice from Licensor and failure to cure the same within twenty (20) days following receipt of notice shall constitute a breach hereunder and Licensor shall have the right to terminate this License after the expiration of the applicable cure period. Notwithstanding the foregoing, provided that Licensee commences such cure process promptly and prosecutes it to completion expeditiously and requests in writing approval from Licensor for any additional time to cure prior to the expiration of the applicable period, Licensee shall be granted such additional time as may reasonably be required to effect such cure.

4. REIMBURSEMENT FOR COSTS.

(a) Operating Fees During the License Term, Licensee shall pay to Licensor, an initial monthly fixed operating fee in the amount of $355,000.00 (the "Operating Fees") which is subject to reset described below, which shall be due and payable not later than the fifth (5th) day of each month, in advance. Any failure by Licensee to timely pay the entirety of the Operating Fees shall be a default under this License. The Operating Fees shall be paid to Licensor to offset the actual costs incurred by Licensor during the License Term, which include the operation of the Central Chiller Plant ("CCP") including but not limited to services rendered by Guardian Services Industries, Inc., electricity, and domestic water costs and expenses incurred by Licensor in operating and providing services to the Licensed Area during the License Term. On November 11, 2011, the parties shall conduct an initial reconciliation of the electric charges paid pursuant to this section 4(a) and the actual invoices provided in Section 4(c) below and either provide a credit or require the payment of additional monies due and owing to the PANYNJ and include that credit and/or payment in the subsequent month Operating Fees payment, and thereafter the initial electrical reconciliation will be included in the semi-annual reconciliation described below. Semi-annually starting in December 2011, and each June and December thereafter, the parties shall conduct a reconciliation of the Operating Fees paid pursuant to this section 4(a) and

the actual invoices provided in section 4(c) below and either provide for either a credit or require the payment of additional monies due and owing to the PANYNJ and include that credit and/or payment in the subsequent month's Operating Fees payment. In addition, based upon the results of each semi-annual reconciliation process, the Operating Fees will be reset to the new amount, and will become the Operating Fees payment for the next semi-annual period. However, if the parties are unable to agree upon a reconciliation for the semi-annual period that Operating Fees will remain at $355,000.00.

(b) Security Deposit Within five (5) days of execution of this Agreement by the parties, the Licensee agrees to wire to the interest-bearing account, designated below, of the PANYNJ the amount of $1,065,000.00 as a security deposit to cover any actual costs incurred by Licensor in operating and providing services to the Licensed Area and described in 4(a) in the event that the Licensee fails to make payment for the Operating Fees as required under 4(a). In the event that the Licensor is required to make a draw against the Security Deposit for any Operating Fees, Licensee shall replenish that amount after receipt of written notice from Licensor and failure to replenish the same within ten (10) days following receipt of notice shall constitute a breach hereunder and the Licensor shall have the right to terminate this Licensee. The Licensor confirms that the account listed below is an interest bearing account and agrees that any interest accrued on the funds deposited by the Licensee shall inure to the benefit of the Licensee and shall be remitted to Licensee's Chief Financial Officer upon expiration of the License unless drawn as part of the security deposit pursuant to the terms of this agreement.

Wire Instructions:

Bank Name:	Citibank, NA
Address:	399 Park Avenue
	New York, New York 10022
ABA#:	021000089
Account#:	Ex.4
Beneficiary:	The Port Authority of New York & New Jersey

In addition, the Licensee's Chief Financial Officer shall provide to the PANYNJ, on a quarterly basis commencing with the Fourth Quarter of 2011, an updated six-month cash flow projection and certifying the Licensee's ability to pay ongoing Operating Fees.

(c) The Licensor shall render a statement for actual costs incurred on a monthly basis to the Licensee, accompanied by such records and receipts as may be submitted to the PANYNJ, to David Langford, Chief Financial Officer or his/her designated representative.

(d) In addition to the above-referenced monthly Operating Fees and Security Deposit, the Licensee shall be provided with an invoice for all costs associated with the Licensor providing services to the Central CCP from May 2011 until the Commencement Term, which is currently estimated at $438,875.00, and the Licensee shall pay such amount within ten (10) days of receipt of such invoice.

(e) Additional Charges. In addition to the Operating Fees, Licensee shall also pay to Licensor any reasonable additional unforeseen costs and expenses related to the operation of the

CCP and/or services requested by the Licensee, if any, that may be incurred by Licensor with respect to operating and providing services to the Licensed Area and directly related to the Memorial Work during the License Term which are not covered by the Operating Fees ("Additional Charges"). Licensee shall pay any Additional Charges of actual costs incurred, which shall be reasonable, promptly upon presentation of an invoice therefor by Licensor.

(f) Licensor Expenses. In the event that the Licensee, incurs any reasonable actual costs and expenses on behalf of the Licensor during the License Term, the Licensor shall pay such expenses within thirty (30) days upon presentation of an invoice therefor by Licensee.

5. RIGHTS AND RESPONSIBILITIES OF LICENSEE.

(a) Licensee shall be responsible for determining and obtaining the number and type of security, maintenance, janitorial, safety and related service personnel and equipment needed to ensure the security, safety, comfort, and convenience of persons visiting the Licensed Area, and the protection of the Licensed Area and related portions of the WTC Site, which security, safety, maintenance and other personnel and equipment shall be provided by Licensee, at Licensee's sole cost and expense. The foregoing shall apply with respect to both, day-to-day operations of the Memorial Program and any and all special events, and shall include, without limitation, all janitorial and maintenance services for the Licensed Area, security screening of all visitors to the Licensed Area, pedestrian safety, and the procurement and installation of fencing and temporary signage consistent with the purposes of the Memorial Program and maintained in a first class manner consistent with other world class memorials. All such personnel employed, engaged, or contracted with by Licensee to fulfill the obligations set forth in this Section 5(a) shall be collectively referred to herein as "Licensee's Contractors". The parties will consult and agree in writing before the Licensee is obligated to pay for any additional security, safety, maintenance and other improvements or services arising out of the development and operation of the WTC Site outside of the Licensed Area and not related to Memorial Work.

(b) Licensee shall provide a list of all of Licensee's Contractors (as updated from time to time) to Licensor as soon as practicable. Licensee shall be responsible for making sure that all of Licensee's Contractors are aware of and abide by the terms set forth in this Agreement, including, without limitation, all applicable security, indemnification and insurance requirements, and shall promptly provide Licensor with a certificate so stating signed by Licensee and each such contractor. Licensee shall provide an updated list and related certificates for all additional Licensee Contractors from time to time.

(c) Licensee shall notify Licensor in writing at least thirty (30) days prior to any significant and/or major special events (other than previously approved special events occurring for the commemoration of the tenth anniversary of September 11th) and shall coordinate with Licensor in order to make arrangements for the movement of materials into the Licensed Area, and to confirm any special requirements or restrictions with respect to such special events. Licensor shall not be liable for any equipment or property remaining in the Licensed Area after such special events. However, in the event of any unforeseen significant and/or major special events, the Licensee shall notify Licensor as soon as practicable.

(d) Except as specifically set forth herein, Licensee shall not affix anything to perimeter fencing of the Licensed Area without first advising and consulting with the Licensor.

(e) Licensee, at Licensee's sole cost and expense, shall ensure that all governmental rules, regulations, ordinances and laws applicable to the day-to-day operations of the Memorial Program and any special events in the Licensed Area are fully complied with, including, without limitation, the agreed upon Security Clearances and/or background checks for Licensee staff and/or contractors entering secured areas of the WTC Site, and that all necessary permits and licenses have been obtained.

(f) Subject to Licensee's rights to access the Licensed Area and to occupy the same for purposes of operating the Memorial Program, and further subject to the provisions of Article 6 below, Licensee shall work cooperatively with Licensor to ensure that there is no interference with the ingress and egress of Licensor or Licensor's Permitees, or otherwise with the PANYNJ Work in connection with the License, and provide some protection while property or equipment is moved into the Licensed Area.

(g) Licensee shall not permit or suffer any flammable, toxic or otherwise Hazardous Materials (defined below) to be transported through, or used, located, or stored within, the Licensed Area; provided, however, that reasonable and customary amounts of cleaning supplies and operating supplies may be stored in limited quantities but in all cases Licensee shall comply with all federal, state and local rules and regulations regarding the same. Licensee shall promptly provide all information requested regarding such materials to Licensor upon request and shall cooperate with Licensor regarding inspections, maintenance, records, and testing of the same.

(h) Licensee shall comply with the Port Authority of New York and New Jersey's World Trade Center Site Rules and Regulations effective October 2009 and attached hereto as Exhibit B that are appropriate for an operating site. The Parties agree that they shall diligently proceed in good faith to reach an agreement on rules and regulations that recognize the Memorial as an operating site.

6. RIGHTS AND RESPONSIBILITIES OF LICENSOR.

(a) At the Commencement Date, the Licensed Area shall be delivered to Licensee "AS IS" with all faults and flaws, and Licensee hereby acknowledges that, for the purposes of this License, it has inspected the Licensed Area and agrees to accept it in such condition. Licensor makes no representations or warranties whatever with respect to the condition of the Licensed Area, or the fitness or suitability of the Licensed Area for the purposes described herein. The License is only for the use of the Licensed Area. Notwithstanding the foregoing, Licensor's obligations with respect to the construction and completion of the Licensed Area, as set forth in the Other Agreements (defined below), shall remain in full force and effect, and Licensee does not waive any of its rights with respect to same. Licensor acknowledges that certain punch list work remains to be completed by Licensor or its contractors within the Licensed Area.

(b) During the License Term, Licensor shall be responsible, at Licensee's sole cost and expense, pursuant to the payment of the Operating Fees and Additional Charges, for providing Site Utilities to the Licensed Area.

(c) Neither Licensor nor Licensor's Permitees shall be held responsible, in any manner, for any damage that may occur to Licensee's property arising in connection with this License except if same arises through the negligence or misconduct of Licensor or Licensor's Permitees.

(d) Licensor shall have the right to access, operate, maintain and service the Chiller Plant, North and South Vents, and Freight Elevator with the exception of certain limited areas within the North and South Vents being utilized as the emergency control center and maintenance garage (as identified in Exhibit A), at any time without the consent of, but with prior notice to Licensee.

(e) Licensor shall have the right to access or close all or any portion of the Licensed Area, with prior notice to Licensee to engage in the PANYNJ Work; provided, however, that Licensor shall use commercially reasonable efforts to coordinate such access so as to avoid materially interfering with Memorial operations and any previously scheduled and Licensor approved special events. Requests by Licensor to bring media outlets on the Licensed Area shall be coordinated with the Licensee's public affairs staff. The Parties shall agree on protocols for access and any closure of the Licensed Area in the event of emergencies and/or for PANYNJ Work. Whenever practicable, access and closures shall be mutually agreed upon through the Parties' coordinated communications systems. Plans for special events shall be provided to Licensor for information purposes only.

(f) If Licensee fails after twenty (20) days written notice (or such lesser notice as is appropriate in case of emergency or immediate risk of danger to persons or property) to proceed with due diligence to make repairs, render services and/or perform Memorial Work required to be made by Licensee, Licensor may make such repairs, render services and/or perform Memorial Work at the expense of Licensee, Licensee shall pay the reasonable out-of-pocket costs and expenses, including Licensor internal staff time and Licensor's consultants/contractors costs, to Licensor, as additional Operational Fees, within thirty (30) days after rendition of a bill or statement therefor.

(g) Licensor shall have no liability to Licensee for any interference with the Memorial Program, or Licensor's inability to use the Licensed Area, as a result of Licensor exercising its rights pursuant to this Section 6, or with respect to any related issues, including, without limitation, noise, dust, disruption or interruption of services, unless same results from the negligence or misconduct of Licensor. In no event shall any such interference or inability to use the Licensed Premises entitle Licensee to any offset, abatement, or other claim against Licensor.

7. INSURANCE AND INDEMNIFICATION.

(a) The Foundation shall procure and maintain or cause to be procured and maintained in effect during the License Term insurance policies that include PANYNJ as an additional

insured party, with insurance coverage's as further set forth in Exhibit C, attached to and made a part of this License.

(b) PANYNJ shall indemnify, defend, reimburse and hold harmless the Foundation and its respective Permitees (the "Foundation Indemnitees") from and against any and all loss, claims, liability and demands of any persons, including Permitees (including those for cleanup, removal, remediation, response, environmental testing or monitoring, personal injury, disease, death, property damage and/or damages resulting from or caused by Hazardous Materials), whenever arising, resulting from or relating to (i) any acts or omissions of PANYNJ, or of PANYNJ's Permitees at the WTC Site, or (ii) Hazardous Materials, existing prior to or on the date of this License on or about the Licensed Area or the WTC Site, or (iii) Hazardous Materials, if any, first brought on to the Licensed Area or the WTC Site by the PANYNJ or the PANYNJ's Permitees after the execution of this License by all Parties. If so requested, PANYNJ, at its own cost and expense, shall defend the Foundation Indemnitees from and against any legal actions or proceedings brought against any of them for any claim covered by the indemnity set forth in this paragraph. This indemnity shall cover and include, also, all reasonable fees and costs of attorneys and consultants, and costs of litigation, defense, and settlement, incurred by the respective Foundation Indemnitees. Nothing herein shall modify or constitute a waiver by Licensee of any other indemnities heretofore granted by Licensor to or for the benefit of Licensee.

(c) The Foundation shall indemnify, defend, reimburse and hold harmless PANYNJ and its respective Permitees (the " PANYNJ Indemnitees") from and against any and all claims and demands of any persons, including Permitees (including those for cleanup, removal, remediation, response, environmental testing or monitoring, personal injury, disease, death, property damage and/or damages resulting from or caused by Hazardous Materials), whenever arising, resulting from or relating to (i) any acts or omissions of the Foundation, or of the Foundation's Permitees at the Licensed Area and the WTC Site, or (ii) Hazardous Materials, if any, first brought on to the Licensed Area or the WTC Site by the Foundation or Foundation's Permitees after the execution of this License by all Parties. If so requested, the Foundation, at its own cost and expense, shall defend the PANYNJ Indemnitees from and against any legal actions or proceedings brought against any of them for any claim covered by the indemnity set forth in this Paragraph and in handling such claim the Foundation shall not, without obtaining express advance permission from the General Counsel of the PANYNJ, raise any defense involving in any way the jurisdiction of the tribunal over the person of the PANYNJ, the immunity of the PANYNJ, its Commissioners, officers, agents or employees, the governmental nature of the PANYNJ, or the provision of any statutes respecting suits against the PANYNJ. This indemnity shall cover and include, also, all reasonable fees and costs of attorneys and consultants, and costs of litigation, defense, and settlement, incurred by the respective PANYNJ Indemnitees. Nothing herein shall modify or constitute a waiver by Licensor of any other indemnities heretofore granted by Licensee to or for the benefit of Licensor.

8. MISCELLANEOUS.

(a) Each Party, where applicable, shall cause its contractors and Permitees to include the Foundation and Licensor as indemnitees under the indemnification provisions of their various construction and service agreements. However, notwithstanding the foregoing, nothing in this Section 8(a) shall be deemed to supersede, contradict, or nullify anything set forth in Section 5(b) or Section 7, which shall govern in the event of any conflict with this Section 8(a).

(b) Each Party shall require their respective Permitees to comply with applicable laws in conducting their respective activities in the Licensed Area and on the WTC Site.

(c) All written notices, reports or other communications which any Party may be required or may desire to give to the other relating to this License shall be effective only if in writing and either (a) mailed by certified or registered mail, return receipt requested, postage prepaid, or (b) by express delivery with tracking information (e.g. Federal Express, UPS, etc.), or (c) by personal delivery, and addressed as follows:

LICENSOR:
The Port Authority of New York and New Jersey
115 Broadway – 10th Floor
New York, New York 10006
Attention: Steven Plate, Deputy Chief of Capital
Planning/Director, World Trade Center Construction

The Port Authority of New York and New Jersey
115 Broadway – 19th Floor
New York, New York 10006
Attention: Philippe Visser
Attention: Director, World Trade Center Redevelopment

with a copy to:
The Port Authority of New York and New Jersey
225 Park Avenue South – 15th Floor
New York, New York 10003
Attention: General Counsel

Licensee:
The National September 11 Memorial & Museum at the World Trade Center Foundation, Inc.
One Liberty Plaza, 20th Floor
New York, New York 10006
Attention: President

and with a copy to:
The National September 11 Memorial & Museum at the World Trade Center, Inc.
One Liberty Plaza, 20th Floor
New York, New York 10006
Attention: General Counsel

All notices shall be deemed given upon receipt as aforesaid by mail or upon hand delivery. Either Party may, by notice to the other Party given as herein above provided, designate a new address to which, or different person(s) and their addresses to whom, notices shall thereafter be mailed or delivered.

(d) This License may not be assigned by any Party hereto. This License shall inure to the benefit of and bind the Parties and their representatives, successors and assigns. Nothing in this License, express or implied, is intended to confer on any Person – other than the Parties – any rights, obligations, liabilities, or remedies; to constitute Licensor or Licensee as partners or co-venturers; or to waive any claim or right of any party hereto against any Person who is not a part hereto.

(e) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to the choice of law rules for the State of New York. Without limiting the generality of the foregoing, with respect to any claim or notice arising hereunder, all parties hereto, to the maximum extent permitted by applicable law, irrevocably and unconditionally submit to the jurisdiction of the New York State Supreme Court, County of New York, in connection with any proceedings commenced regarding this Agreement, and all parties irrevocably submit to the jurisdiction of said court for the determination of all issues in such proceedings, without regard to choice of law principles and irrevocably waive to the maximum extent permitted by law, any objection to venue or inconvenient forum.

(f) The rights granted to Licensee pursuant to this License are without cost, charge, or expense except as otherwise specifically set forth in this License.

(g) Each of the Parties releases and waives, as against the others, any right of subrogation with respect to any claim or legal proceeding covered by any insurance policy procured by such Party, except, however, for any claims, liability or matter relating to Hazardous Materials covered by Section 7.

(h) Nothing in this License, express or implied, is intended to confer on any Person–other than the parties hereto–any rights, obligations, liabilities, or remedies; to constitute

Licensor or the Foundation, as partners or co-venturers; or to waive any claim or right of any Party against any Person who is not a party hereto.

(i) Neither the Commissioners of Licensor nor the directors of the Foundation, 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 License or because of its execution or attempted execution or because of any breach or attempted or alleged breach thereof.

(j) No waiver of any of the provisions of this License 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.

(k) The invalidity or unenforceability of any one or more provisions of this License shall not render any other provision invalid or unenforceable. In lieu of any invalid or unenforceable provision, there shall be added automatically a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

(l) If Licensor or Licensee is in any way delayed or prevented from performing any obligation (except, with respect to Licensee, its obligations to pay the Operating Fees and Additional Charges due under this License) due to fire, act of God, natural disaster, act of terrorism or war, governmental act or failure to act, strike, labor dispute, inability to procure materials, or any cause beyond the reasonable control of Licensor or Licensee, as applicable ("Force Majeure Event"), then the time for performance of such obligation shall be excused for the period of such delay or prevention and extended for a period equal to the period of such delay or prevention. No Force Majeure Event shall excuse the timely payment of all items of payment by Licensee (or Licensor, if applicable). Financial disability or hardship shall never constitute a Force Majeure Event.

(m) This License may be amended or modified only by a written instrument executed by the Parties hereto.

(n) This License 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 License 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.

(o) Each person signing this License on behalf of the Parties hereto warrants and assures that s/he has been duly authorized to execute such agreements to bind the Party on whose behalf s/he executes this License.

(p) This License is intended to be distinct from, but consistent with, all other agreements between the Parties related to the WTC Site, including, without limitation, the Plan, the GPP, the Interim Access Agreement, the Memorial Site Access Agreement, the Project Agreement and all amendments to the same (collectively, the "Other Agreements"). In the event of any inconsistency between this License and the terms of the Other Agreements to the extent

related to the operation of the Memorial Program and the use of the Licensed Area during the License Term, the terms and provisions of this License shall govern, provided that nothing herein shall relieve the parties of any of its obligations contained in the Other Agreements, nor constitute a waiver by either party of any of their rights thereunder. Notwithstanding the foregoing, this License shall be subject and subordinate to that certain letter agreement dated as of August 31, 2011 between the City of New York and PANYNJ for the September 11th ceremonies.

(q) The Parties agree to work cooperatively to have the Licensee, if feasible, obtain its electrical power directly from the New York Power Authority. However, in no event will the Licensor be responsible for any capital costs or any other charges that may be related to the Licensee obtaining its electrical power directly from the New York Power Authority.

(r) Any Party owing any monies to another party under this Agreement shall pay such amounts within thirty (30) days (unless a different time period is specified herein) after a written request by the party to whom such monies are owed, accompanied by reasonable supporting documentation. Any payment which is not paid when due shall accrue interest from the date due at the prime rate published from time to time by the *Wall Street Journal* (or if such rate is no longer published by the *Wall Street Journal*, a comparable source of financial information reasonably selected by the Port Authority) plus two percent (2%). Any party who fails to make any such payment shall also reimburse the party to whom such payment is owed for all reasonable attorneys' fees and other costs and expenses incurred in collection of the amount due.

(s) This License is not intended to be a lease, and is not to be construed in any way as granting to Licensee any interest as a tenant or subtenant in or to the Licensed Area. It is intended solely that this License grants to Licensee a right to enter upon and use the Licensed Area in accordance with the terms hereof and shall not be deemed to grant to Licensee a leasehold or other real property interest in the Licensed Area.

SIGNATURE PAGE FOLLOWING

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

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By:_____
Name: Christopher O. Ward
Title: Executive Director

THE NATIONAL SEPTEMBER 11 MEMORIAL & MUSEUM AT THE WORLD TRADE CENTER FOUNDATION, INC.

By:_____
Name: *Joseph Daniels*
Title: President

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

On the 9th day of September in the year 2011, before me, the undersigned, personally appeared Christopher O. Wall, 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

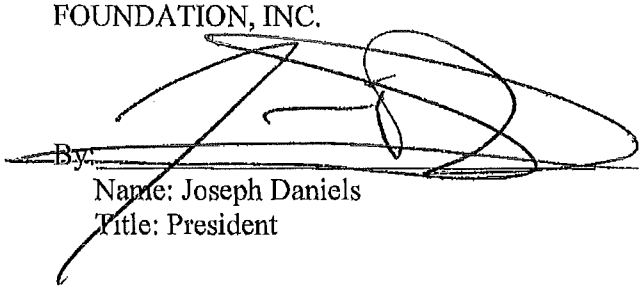
TIMOTHY G. STICKELMAN
Notary Public, State of New York
No. 02ST6086913
Qualified in New York County
Commission expires February 3, 2012

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

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By:_____
Name: Christopher O. Ward
Title: Executive Director

THE NATIONAL SEPTEMBER 11
MEMORIAL & MUSEUM AT THE
WORLD TRADE CENTER
FOUNDATION, INC.



By:_____
Name: Joseph Daniels
Title: President

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

On the 9th day of September in the year 2011, before me, the undersigned, personally appeared Joseph Daniels, 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

NOELLE LILIEN
NOTARY PUBLIC-STATE OF NEW YORK
No. 02LI6044213
Qualified in New York County
My Commission Expires November 26, 2014

EXHIBIT A

Licensed Area

[To be attached]

EXHIBIT B

World Trade Center Site Rules and Regulations

[To be attached]

EXHIBIT C

Licensee Insurance Requirements

[To be attached]

Exhibit A

EXEMPTION (4)

DRAWINGS OF NON-PUBLIC AREAS

EXHIBIT D

THE PORT AUTHORITY OF NY & NJ

World Trade Center Site

RULES and REGULATIONS

Effective October, 2009

FOREWORD

The World Trade Center (WTC) Site Rules and Regulations as set forth herein have been adopted in the interest of the safe, efficient, and environmentally sensitive operation of the WTC Site while it is under redevelopment.

The Manager of the WTC Site is authorized to act for the undersigned in connection with all Port Authority Rules and Regulations.

Steven Plate
Director
World Trade Center Construction
The Port Authority of New York and New Jersey

IMPORTANT TELEPHONE NUMBERS

Port Authority Police
(212) 608-5111 or 5115

WTC Site Manager
(212) 435-5501

WTC Site Security
(212) 732-8415

WTC Site Safety Manager
(212) 435-5524

Copies of this booklet may be obtained at the following location:

WTC Site Manager
World Trade Center Construction
The Port Authority of New York and New Jersey
115 Broadway, 10th Floor
New York, NY 10006

WTC Site Manager bulletins may be issued by the Site Manager as necessary to implement these Rules and Regulations.

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PART A. GENERAL CONDITIONS.

1. **Use of Premises May be Denied or Withdrawn.**

The WTC Site Manager or the persons designated to act in his or her stead, may deny permission to enter or remain on the WTC Site to persons who violate Port Authority rules or regulations, WTC Site policies or procedures, applicable laws, ordinances or regulations of other government bodies, or for such other reason as may be permitted by law.

2. **Closed and Restricted Areas.**

a. No person shall enter or remain in any area posted as a closed area, or otherwise identified as closed, without permission of the WTC Site Manager, or the persons designated to act in his or her stead.

b. No person shall enter or remain in any area posted as a restricted area, or otherwise identified as a restricted area, unless such person complies with any applicable restriction, or is given permission to enter or remain by the WTC Site Manager, or the persons designated to act in his or her stead.

3. ***Fences.***

a. The climbing of any fence, the marking or painting of any fence, the affixing of any sign or object to any fence, or the removal of any fence is prohibited.

b. The foregoing does not apply to the Port Authority, or any person authorized to act on behalf of the Port Authority, or any person engaged in construction or maintenance activity at the World Trade Center Site pursuant to an agreement with the Port Authority or pursuant to an agreement with a lessee of the Port Authority.

4. **Compliance with Orders.**

No person shall refuse to follow the lawful order of any Port Authority employee including a Port Authority police officer.

5. **Endangering Persons or Property.**

No person shall do or omit to do any act if the doing or omission thereof unreasonably endangers persons or property.

6. **Interference with Traffic or Activities.**

No person shall unreasonably interfere with:

a. Pedestrian or vehicular traffic.

b. Use of any doorway, entrance, or exit; stairway or landing entrance or exit thereof; elevator, entrance or exit thereof; escalator or landing thereof; bus passenger waiting, loading or unloading area; taxicab passenger waiting, loading or unloading area; sidewalk cut or sidewalk adjacent to a crosswalk.

c. Entry to or exit from any vehicle.

d. The formation of any line of persons waiting to enter or use any thing, place or service described in b. or c.

e. Any reclamation, construction or maintenance activity.

f. The duties of a flag person.

g. Instructions or information found on or within a sign, pavement marking, or traffic signal.

h. The storage of materials, equipment, supplies, vehicles, debris, waste, garbage, or refuse.

7. **Duty of Individuals Involved in Accidents**

a. Any individual involved in an accident at the WTC Site which results in death, personal injury or property damage shall provide his or her name and address, and if a motor vehicle is involved, display the relevant operator's license, vehicle registration and proof of insurance document, upon demand at the scene of the accident, to any injured person, any owner of damaged property, and, to any police officer, or employee of The Port Authority of New York and New Jersey, at, or who arrives at, the scene of the accident.

b. The operator of a motor vehicle involved in an accident shall make a report of such accident in conformance with the law of the State of New York.

8. **Animals.**

a. No animal shall be brought onto or remain on the WTC Site unless it is continuously restrained by a leash or harness or by a fully closed cage or carrier.

b. Any person who has custody of an animal shall not permit the animal to urinate or defecate in any place other than in a roadway, and shall not permit the animal to do so if such action will interfere with traffic or pose a danger to the animal or any person or property.

c. Any person who has custody of an animal that has defecated at the WTC Site shall collect the feces in suitable wrapping material for disposal as refuse.

d. This section is not applicable to any disabled person to the extent such person is unable to comply therewith with respect to such person's service animal.

e. This section is not applicable to law enforcement or search canines.

9. **Defacing or Damaging of Property.**

No person shall deface, mark, damage, or affix any thing or object to, any wall, post, surface, walkway, street fixture or any other property at the WTC Site.

10. **Abandonment of Property.**

No person shall intentionally abandon any property at the WTC Site.

11. **Garbage Disposal.**

a. Public Areas.

No person shall dispose of garbage, debris, or any refuse except by depositing such material in waste containers as shall be placed at the WTC Site for such purpose. If no waste containers are available, all garbage, debris, or refuse shall be carried from the WTC Site.

b. Closed and Restricted Areas.

i. Each person is responsible for the garbage he/she generates and any other garbage within his/her area of control.

ii. Each entity is responsible for the garbage generated within its area of control.

iii. All garbage, debris, or refuse generated by persons individually or on behalf of others, including one or more entities, shall be disposed of by the person(s) generating such garbage, debris or refuse, or by the person(s) controlling the area within which the garbage, debris or refuse is located, or by the entity controlling the area.

iv. Such garbage, debris, or refuse shall be disposed of in containers provided by the entity controlling the area. Such containers shall be emptied regularly to lawful disposal locations outside of the World Trade Center Site, at a frequency that prevents the attraction of rodents and other pests, odors, seepage, and overflow.

12. **Alcoholic Beverages.**

a. Public Areas.

No person shall drink, or carry an open container of, any alcoholic beverage in a public area

b. Closed and Restricted Areas.

Alcoholic beverages are prohibited within closed and restricted areas. No person shall drink, carry an open container of, or carry a closed container of, any alcoholic beverage in a closed and restricted area.

13. **Smoking.**

a. The use of tobacco products including, but not limited to, cigarettes, cigars, pipes, etc. or any item or items involving an open flame or heat source are prohibited in all areas of the WTC Site.

b. The above includes all areas of the Site including open areas, outdoor areas, enclosed areas, sheds, shanties, trailers, containers, vehicles, etc.

14. **Personal Hygiene.**

a. No person shall spit, urinate or defecate except in toilet facilities.

b. No person other than authorized persons shall bathe, shower, shave, launder, change clothes or remain undressed in any restroom, washroom, wash station, sink, or washing facility.

15. **Touching,**

The intentional touching of any person without his or her consent is prohibited.

16. **Sitting, Lying Down, Sleeping.**

a. Public Areas

i. Except for a person in a wheelchair, stroller, or other similar apparatus, or a person waiting for emergency medical assistance, no person may sit or lie down.

ii. No person may sleep at the WTC Site.

b. Closed and Restricted Areas.

No person may sleep at the WTC Site.

17. **Skateboarding, Roller-Skating, Bicycle Riding.**

a. Skateboarding, roller-skating, bicycle riding or use of a scooter or other similar motorized or self-propelled apparatus is prohibited.

b. This section is not applicable to use of a wheelchair or similar apparatus by a disabled person, or to use of a motorized or self-propelled apparatus used in reclamation, construction or maintenance activity.

18. **Noise.**

a. Noise Resulting from Activity other than Reclamation, Construction or Maintenance Activity.

i. No person may make or cause to be made any sound in excess of 86 dBA on the A weighted scale measured at 5 feet from the source of the sound.

ii. No person shall operate or use any personal radio, television, compact disk, tape recorder or other sound reproduction device in such manner that the sound reproduction device is audible to another person.

b. Noise Resulting from Reclamation, Construction or Maintenance Activity.

i. Tenants, contractors, and subcontractors, or other parties performing reclamation, construction or maintenance activity, shall comply with all applicable federal laws and regulations with respect to noise control and mitigation, and shall act in conformance with all state and local laws and regulations with respect to noise control and mitigation which would be applicable if the WTC Site were owned and operated solely by a private party.

ii. Environmental Performance Commitments Pertaining to Noise

Tenants, contractors, and subcontractors, or other parties performing reclamation, construction, or maintenance activity, shall comply with all Environmental Performance Commitments pertaining to noise. A copy of the current Environmental Performance Commitments (EPCs) is available from the Port Authority Resident Engineer or Port Authority Program Manager responsible for the reclamation, construction, or maintenance activity.

19. **Structures.**

a. Public Areas.

The erection of any table, chair, mechanical device or other structure is prohibited, except:

i. pursuant to a written permit issued by, or a written agreement with, the Port Authority, or Port Authority lessee; or

ii. as provided in the section describing "Continuous Expressive Activity".

b. Closed and Restricted Areas.

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

i. approved Tenant Construction Application (TCA) or Tenant Alteration Application (TAA),

ii. fully executed contract with The Port Authority of New York and New Jersey, or

iii. other fully executed agreement with The Port Authority of New York and New Jersey containing conditions for construction and/or redevelopment activity.

20. Distribution or Sales.

The following is prohibited, whether for free or for payment, unless conducted pursuant to a written permit issued by, or a written agreement with, the Port Authority:

a. The distribution of any merchandise including but not limited to, jewelry, foodstuffs, candles, and flowers.

b. The provision of any service including, but not limited to, shoe shining.

21. Gambling and Contests

The conduct of any actual or purported game of chance or skill is prohibited.

22. Continuous Expressive Activity

a. For the purpose of these regulations, "continuous expressive activity" refers to the following: Continuous expressive activity directed at passersby, including display of a sign to passersby, continuous distribution of literature to passersby, and continuous speech addressed to passersby.

b. Continuous expressive activity is permitted within the locations described in the diagram attached to these regulations as Exhibit A, when that location is not being used by persons engaged in activity authorized by a written permit issued by, or a written agreement with, the Port Authority.

c. i. No more than 12 persons may engage in continuous expressive activity in Location A.

ii. No more than 6 persons may engage in continuous expressive activity in Location B.

d. i. Continuous expressive activity is prohibited in, or within 10 feet of, any of the following: Doorway, entrance or exit; stairway or, entrance or exit landing thereof; sidewalk cut or crosswalk; elevator or entrance or exit thereof; escalator or landing, entrance or exit thereof; bus passenger waiting, loading or unloading area; taxicab passenger waiting, loading or unloading area;

ii. Continuous expressive activity is prohibited in, or within 10 feet of, any of the following: reclamation, construction or maintenance equipment or activity; a barrier marking or surrounding an area containing reclamation, construction or maintenance equipment or activity.

iii. Interested persons may contact the WTC Site Manager at (212) 435-5501 for identification of the locations described in Sections 21 b which are not available at that time for use for expressive activity pursuant to Section 21 d i or 21 d ii.

e. No person, while engaged in continuous expressive activity, shall:

i. Distribute any merchandise including, but not limited to, jewelry, foodstuffs, candles, and flowers.

ii. Misrepresent through words, signs, leaflets, attire or otherwise, an affiliation or association with, or support from, any person, organization, group, entity or cause, including any affiliation with or support by The Port Authority of New York and New Jersey or a subsidiary thereof, or an organization or association of employees thereof, or a victim of the events of September 11, 2001, or any organization or association of victims.

iii. Erect any table, chair, mechanical device or other structure unless:

(A) It is used for the actual distribution or display of expressive material such as leaflets.

(B) It does not interfere with:

(1) Pedestrian or vehicular traffic flow.

(2) Use of any doorway, entrance or exit; stair way or, entrance or exit landing thereof; sidewalk cut or crosswalk; elevator or entrance or exit thereof; escalator or landing, entrance or exit thereof; bus passenger waiting, loading or unloading area; taxicab passenger waiting, loading or unloading area; a barrier marking or surrounding an area containing reclamation, construction or maintenance equipment or activity.

(3) Entry to or exit from any vehicle.

(4) The formation of any line of persons waiting to enter or use any thing, place or service described in (2) or (3).

(5) Any reclamation, construction or maintenance activity.

iv. Sell or offer for sale, or exchange or offer for exchange, any item in return for payment at the WTC Site by soliciting and receiving cash or checks, by engaging in or offering to engage in a credit or debit card transaction, or by any other means.

v. Engage in any conduct not specifically addressed in this section that is prohibited in other sections.

f. Permit application procedures and restrictions.

i. A permit application shall be submitted in writing no later than thirty-six (36) hours preceding the commencement of the activities for which the permit is sought and no earlier than seven (7) days preceding the commencement of the activities for which the permit is sought.

ii. Permit applications shall be submitted in person to the WTC Site Manager, or the designee thereof, during the hours of 10:00 AM to 12:00 Noon and 1:00 PM to 3:00 PM, Monday through Friday, excluding holidays. An application for a permit to engage in activity occurring on a Saturday, Sunday or holiday shall be submitted before 12:00 Noon of the preceding business day.

iii. The permit application shall set forth the type, time, location and duration of activities to be conducted in four-hour increments, the name, address and telephone number of the person making the request (in the case of a group, it shall be sufficient to supply the name, address, and telephone number of the person who can be contacted if problems arise concerning the granting of the request). If a person making the application indicates an affiliation with an organization or group, the name, address of a local representative of the organization or group to act as a liaison will be requested; however, refusal to provide such information shall not be grounds for denial of a permit.

iv. A permit to use a location for any period(s) of the day shall be valid for a number of days as specified by the applicant, not exceeding seven (7) days, pursuant to a single application. An applicant seeking permits with different dates of expiration for a location and/or a period of time each day shall use a different application for each such permit.

v. A holder of a permit may continue to use the area(s) set forth in a permit, pursuant to these regulations, after expiration of the permit period only if a new permit application is submitted and no other permit has been granted to other applicants for such areas. Renewal applications shall be processed as if they were new applications. All locations will be assigned on a first-come, first-served basis, without regard to renewal status. The use of space previously used pursuant to a permit is not guaranteed by acceptance of a renewal application.

vi. Permits will be granted on a first-come, first serve basis. An application will be denied only if the area requested is unavailable, the application is incomplete, or the application discloses that the activities to be performed thereunder will violate these rules.

vii. A permit will be issued, or the application denied, by the WTC Site Manager, or a designee thereof, no later than 5:00 PM of the day following submission of the application, excluding Saturdays, Sundays and holidays. The reason for the denial of an application shall be set forth in writing.

viii. Upon denial of an application for a permit, or the failure to issue a permit by 5:00 PM of the day following submission of an application, excluding Saturdays, Sundays and holidays, a person may submit a written appeal to the General Manager, WTC Site, or a designee thereof, setting forth the reasons why the application should not have been denied. An appeal shall be submitted in person to the WTC Site Manager, or a designee thereof, during the hours of 9:00 AM to 5:00 PM, Monday through Friday, excluding holidays. An appeal of a denial of an application for permit to engage in activity occurring on a Saturday, Sunday, or holiday shall be submitted before 12:00 Noon of the preceding business day. The WTC Site Manager, or designee thereof, shall cause the appeal to be delivered to the General Manager, WTC Site, or a designee thereof.

ix. A written decision denying the appeal, or issuing a permit, shall be made no later than 5:00 PM of the day following submission of the appeal, excluding Saturdays, Sundays and holidays. If no decision is issued by 5:00 PM of the day following submission of the appeal, excluding Saturdays, Sundays and holidays, the appeal shall be deemed to be denied on the basis of the original decision denying the application.

x. Any person whose application for a permit has been denied may seek review of such denial in a proceeding commenced pursuant to Article 78 of the Civil Practice Laws and Rules of the State of New York.

xi. Upon the issuance of any permit, a badge indicating the area and time period in which the activity will take place will be issued for each area. Such badge must be worn on the upper left breast of the outer most garment and be clearly visible at all times during which the area is used. A person who obtains permission to use an area or areas on behalf of a group may obtain the badges for the members of the group for use by such persons actually engaged in expressive activity; however, the number of badges issued will not exceed the maximum number of persons who may engage in expressive activity at one time in the area or areas.

xii. Each time a person or group ceases use of a designated area for expressive activity, such action shall be reported to the WTC Site Manager or a

designee thereof, and the badge or badges described herein must be returned so the availability of the area for use by another may be recorded.

xiii. For the purposes of this regulation, "holidays" refers to the following:

New Year's Day	January 1
Martin Luther King, Jr. Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Day	December 25

If New Year's Day, July 4, Veterans Day or Christmas Day occur on a Saturday, the holiday is observed on the preceding Friday; if any of those holidays occurs on a Sunday, the holiday is observed on the succeeding Monday.

xiv. Emergency Conditions.

The WTC Site Manager, or the persons designated to act in his or her stead for general management purposes, may prohibit expressive activity at the WTC Site which would otherwise be permitted, or suspend or cancel a permit to engage in such activity, in the event of, and during the pendency of, an emergency condition, such as a snowstorm, fire, accident, or power failure, of such nature and character that the conduct of permitted activities would cause a danger to persons or property during the pendency of such emergency condition.

23. Emergencies.

In the event of an emergency, telephone contact should be made immediately with the:

Port Authority Police at the WTC Site - (212) 608-5111 or (212) 608-5115

24. **Photography and Sound Recording Activity.**

a. As used herein, "photography" refers to any method of recording or transmitting images including, but not limited to, filming and videography, and digital image transmission or recording.

b. Public Areas.

Photography and sound recording activity in public areas is limited to the use of devices carried on or by the person or persons engaged in such activity.

c. Closed and Restricted Areas.

Photography and sound recording activity in closed and restricted areas is limited to activities which have been pre-approved by the Port Authority.

25. **Lost and Found.**

Personal property found within the WTC Site shall be delivered to the Port Authority Police Command Post at the WTC Site as soon as practical after the property is found.

26. **Communications Requirements in Closed and Restricted Areas.**

i. A person who is not able to read and speak English may enter and remain in Closed and Restricted Areas of the WTC Site only if and when accompanied by an interpreter able to fluently read and speak English and the language of the person he or she is accompanying.

ii. The interpreter must comply with all WTC Site Rules and Regulations.

iii. Individuals not capable of reading and speaking in English shall be issued a WTC ID endorsed with a requirement that the holder be accompanied by an interpreter.

PART B. WTC SITE SECURITY.

1. **Adherence to Security Procedures, Rules, and Regulations**

All persons entering the WTC Site shall comply with all applicable security policies, procedures, rules, and regulations, whether contained in these Rules and Regulations or communicated via the WTC Site Manager or his/her designee.

2. **Manager's Right to Rescind Access to Closed or Restricted Areas of the WTC Site.**

a. The WTC Site Manager and his or her designee are authorized to suspend or revoke a permission or privilege to enter closed or restricted areas of the WTC Site, or permission to escort other persons into closed or restricted areas of the WTC Site, or permission to bring a vehicle into closed or restricted areas of the

WTC Site, for any reason not contrary to law, including but not limited to, violations of WTC Site Rules and Regulations.

b. Any person possessing a document or key or other item issued as evidence of permission or privilege to enter closed or restricted areas of the WTC Site without an escort, including a WTC ID or Vehicle Pass, or as evidence of permission to escort other persons into dosed or restricted areas of the WTC Site, shall return such document to the WTC Site Manager or his or her designee upon expiration or receipt of notice that such permission or privilege has terminated or has been suspended or revoked.

c. The WTC Site Manager, or his or her designee, may revoke, confiscate, retain, and refuse to return a document or key or other item issued as evidence of permission or privilege to enter closed or restricted areas of the WTC Site, including a WTC ID or WTC Vehicle Pass, or as evidence of permission to escort other persons into restricted or closed areas of the WTC Site upon the expiration, termination, suspension, or revocation of such permission or privilege.

3. **Valid WTC Site Identification.**

a. Only persons and vehicles displaying a valid WTC Site ID and valid WTC Vehicle Pass, as applicable, will be allowed entry to closed and restricted areas of the WTC Site.

b. WTC Site IDs and Vehicle Passes issued by WTC Site Security specifically for access to closed and restricted areas of the WTC Site are the only identification media valid for such access.

c. All WTC Site IDs and Vehicle Passes are the property of The Port Authority of New York and New Jersey.

d. All WTC IDs and Vehicle Passes must be validated at the point of entry to the Site each time a person or vehicle enters the WTC Site.

e. Any person who does not have a WTC Site ID must be escorted into the WTC Site by a person with escort privileges.

4. **Responsibility to Display WTC Site IDs and Vehicle Passes.**

a. A WTC ID must be worn on the outside of the outermost garment, between the waist and neck.

b. A WTC Vehicle Pass must be displayed in the driver's side windshield of a vehicle for which it was issued, in full view.

c. WTC Site ID and Vehicle Passes must be presented to WTC Site Security, Port Authority Police, or the WTC Site Manager or his or her designee upon request.

5. **Responsibility to Update WTC Site IDs and Vehicle Passes.**

   a. If the physical features of an individual change significantly, including but not limited to, a new hairstyle or color, the addition or removal of a beard or mustache, the addition or removal of eyeglasses, the individual must update the relevant information at the WTC Site Security Office.

   b. If an individual's personal information changes, including but not limited to, name or appearance, address, or telephone number, the individual must update the relevant information at the WTC Site Security Office.

   c. If an individual's employment information changes, including but not limited to, employer or company name, trade or union affiliation, company name, address, telephone number, and/or supervisor, the individual must update the relevant information at the WTC Site Security Office.

   d. For vehicle passes only, if vehicle information changes, including but not limited to, name of owner, address, telephone number, company name and/or supervisor name, vehicle, vehicle color, license plate, insurance company or insurance /policy number/expiration date, the owner or lessee of the vehicle must update the relevant information at the WTC Site Security Office.

6. **Care of WTC IDs and Vehicle Passes.**

   a. Care shall be used to secure and protect a WTC ID or WTC Vehicle Pass at all times, and to maintain a WTC ID or Vehicle Pass in the condition in which it was issued.

   b. A WTC ID or Vehicle Pass shall not be damaged or altered.

   c. A WTC ID or Vehicle Pass shall not be used by any person other than the person to whom it is issued.

   d. Any person who has knowledge that a WTC ID or Vehicle Pass has been lost, damaged or altered, or used by any person other than the person to whom it is issued, shall, without unreasonable delay, report such information to the Port Authority Police and/or WTC Site Security, and, submit the document in question, if in his or her possession, to WTC Site Security.

7. **Breaches of Security and Other Suspicious Activity.**

   a. Any person who has knowledge of a breach of security shall immediately report such information to the police and/or security.

   b. Any person who has knowledge of suspicious activity, a suspicious item or suspicious object such as a vehicle, piece of equipment, container, or package, or an item located in a suspicious location shall immediately report such information to the police and/or security.

8. **Escort Privileges.**

a. An Escort Privilege may be issued to a person (an "Escorter") permitting the person to escort a person or persons without WTC ID to enter certain closed and restricted areas, as identified by the WTC Site Manager or his or her designee.

b. No person without a WTC ID may enter any closed or restricted area unless accompanied by an Escorter and:

i. such person presents to WTC Site Security for inspection one or more pieces of valid government-issued photo identification as directed by WTC Site Security, and

ii. the accompanying Escorter follows the current procedures, as instructed by WTC Site Security, for identifying persons who have been issued Escorter's privileges.

c. An Escorter shall at all times accompany and supervise any escorted person in a manner sufficient to insure that the escorted person does not engage in activity other than the activity for which the associated Escort Privilege is granted.

d. An Escorter shall not allow any escorted person to circumvent or disable a fall protection system or any other safety device or interfere with any safety procedure.

e. Only one person may escort each group, and only one group may be escorted by each Escorter.

f. A group of five or more persons shall not be escorted into a closed or restricted area of the World Trade Center Site by any person, including an Escorter, unless the entry by escort of that group into such closed or restricted area of the World Trade Center Site has been approved in advance by the WTC Site Manager.

g. An Escorter shall instruct any person under escort to wear personal protective equipment required by these Rules and Regulations or by the WTC Site Manager or his or her designee, and shall notify WTC Site Security in the event of refusal to follow such instructions by any person under escort.

9. **Vehicle Pass Requirements and Procedures.**

a. No vehicle may enter any closed or restricted area of the WTC Site unless the driver presents a valid vehicle operator's license for the respective class of vehicle, vehicle registration, and proof of insurance document for the vehicle.

b. No vehicle may enter any closed or restricted area of the WTC Site unless the driver and each occupant displays a valid WTC Site ID Badge.

c. Drivers must observe all signals, signs, markings, and other traffic devices found within the closed and restricted areas of the WTC Site.

d. Speed limits within the closed and restricted areas of the WTC Site are established by the WTC Site Manager and communicated by signage and in the Traffic Management Plan.

e. Parking is prohibited within the closed and restricted areas of the WTC Site in areas designated as no parking areas by signs, pavement marking or striping.

f. Parking during overnight hours or periods when the operator is not actively engaged in work activities is prohibited.

g. Obstruction of roadways, vehicles, equipment, walkways, ramps, doors, or gates is prohibited.

10. Deliveries

a. No delivery may be made to any closed or restricted area of the WTC Site unless such delivery has been arranged in advance and written notice of such deliveries has been given to WTC Site Security by the recipient of such delivery.

b. No person may make a delivery to any closed or restricted area of the WTC Site unless the delivery satisfies the requirements of Part B, 3, 4, 9, and 10 a.

c. No person may make a delivery to any closed or restricted area of the WTC Site unless the delivery person or persons, any delivery vehicle and any occupant thereof, is accompanied by the delivery recipient, or a person acting on behalf of the delivery recipient, who possesses a valid WTC ID, and who has been granted Escort Privileges for deliveries. Such Escorter shall accompany the delivery person or persons, any delivery vehicle and any occupant thereof, from the entrance to the respective closed or restricted area of the WTC Site, during delivery, and, upon the completion of the delivery, to the exit from the respective closed or restricted area of the WTC Site.

PART C. WTC SITE SAFETY.

1. General.

a. Tenants, contractors, subcontractors, and all others performing work at the WTC Site shall prepare and implement the programs, plans, and procedures required by the Port 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 Port Authority of New York and New Jersey with respect to worker and public safety.

b. Individuals who do not follow the programs, plans, and procedures so set forth in Part C Section 1.a. shall be subject to immediate removal from the Site and suspension or revocation of privileges to enter closed and restricted areas.

2. **Personal Protective Equipment.**

a. Personal protective equipment appropriate to the hazard of the respective worksites shall be worn at all times in closed or restricted areas of the WTC Site, and shall at a minimum include but not be limited to:

i. hard hat

ii. reflective safety vest

iii. work shoe or boot

iv. safety glasses or goggles

v. hearing protection (when required or directed)

vi. respirator (when required or directed)

b. Additional personal protective equipment, as noted on signage around specific areas, or as required by each employer to conform with Federal, state, and local codes, rules, regulations, and ordinances, and to comply with programs, plans and procedures required by The Port Authority of New York and New Jersey, shall also be worn at all times by individuals in designated areas.

3. **Traffic Management Plan.**

a. The WTC Site Manager shall establish a Traffic Management Plan for pedestrian and vehicular movement within closed and restricted areas of the WTC Site.

b. Each occupant of closed and restricted areas of the WTC Site shall obtain and/or retain a copy of the current Traffic Management Plan provided in the WTC Security Office, and adhere to the current plan.

4. **Hazardous Material/Chemical Management**

a. Materials Allowed

The following hazardous materials, as identified in 49 CFR Subchapter C, Part 172, shall be allowed onto the WTC Site if Part B, Section 10 has been met, and the driver presents shipping papers and a delivery receipt indicating the name of the contractor requesting the products, the quantity and type of material being delivered, and all of the information provided herein is verifiable by WTC Site Security upon delivery. In addition, prior to delivery, the contractor's safety

manager shall be in possession of the appropriate Material Safety Data Sheet for the materials.

Class 2 – Oxygen, Flammable Gas, Non-Flammable Gas

Class 3 – Flammables, Gasoline, Combustibles, Fuel Oil

Class 9 – Miscellaneous

b. Materials Prohibited

i. The following hazardous materials, as identified in 49 CFR Subchapter C, Part 172, and vehicles carrying the following hazardous materials, shall not enter the WTC Site without prior approval of the WTC Site Safety Manager and compliance with the procedures set forth herein.

Class 1 – Explosives, Blasting Agents

Class 2 – Inhalation Hazard

Class 4 – Flammable Solids, Spontaneously Combustibles, Dangerous When Wet

Class 5 – Oxidizers, Organic Peroxide

Class 6 – Inhalation Hazards, Poisons, Harmful/Stow Away from Food Stuffs

Class 7 – Radioactive

Class 8 – Corrosives

Dangerous Cargo

ii. Vehicles with the placards indicating carriage of materials within the foregoing classes shall be detained at the entrance to the WTC Site until completion of the procedures set forth below.

iii. The WTC Center Site Safety Manager shall be notified of the arrival of such vehicles.

iv. Upon notice to the WTC Site Safety Manager of the arrival of such material for delivery to such contractor, the contractor's safety manager shall meet with World Trade Center Site Safety Manager to review the procedures to be followed for delivery, the contractor's safety manager shall bring with him the appropriate Material Safety Data Sheet for the materials to the meeting, and the contractor shall follow those procedures to effect delivery as directed by the WTC Site Safety Manager at the meeting.

c. Storage Guidelines

Consistent with the requirements in U.S. OSHA 29 CFR 1910, Subpart Z: Hazard Communication, 29 CFR 1926 Subpart F: Fire Protection and Prevention, Subpart J: Welding and Cutting, and U.S. DOT 49 CFR, Subpart E, Part 172: Labeling, each contractor shall at a minimum comply with the following:

i. Establish and maintain a secure hazardous chemicals storage location adequately sized, designed, and constructed for the type and quantity of materials to be stored. All chemicals shall be stored in appropriate containers compatible with their hazard class.

ii. Confine the storage of hazardous chemicals to the area assigned or work location. Hazardous chemicals cannot be stored in common areas, roadways, or established entry/egress routes.

iii. Each storage location shall be framed, sheathed, and roofed with approved fire-retardant treated lumber; fenced and roofed; caged; or otherwise securely enclosed. The entrance door shall be constructed in such a manner as to allow for the visual identification of the stored contents. The entrance door shall be lockable and remain locked at all times when not occupied, with keys provided to the WTC Site Manager, WTC Site Safety Manager and, Port Authority Resident Engineer.

iv. The wall to floor seam of each storage location shall be bermed with an appropriate and compatible absorbent material to capture any liquid in the event of a release.

v. Warning signs consistent with the labeling requirements of U.S. DOT 49 CFR: Part 172 shall be conspicuously posted at all entrances into the storage location. Smoking shall be prohibited within all chemical storage locations, and shall be signed accordingly.

vi. The contractor shall maintain on-site an adequate supply of spill response equipment, materials, and personnel protective equipment appropriate and compatible for the type and quantity of the chemical products in storage.

vii. The contractor shall maintain on-site a material safety data sheet (MSDS) for each chemical product stored. The contractor shall also ensure that workers are trained in the hazards and use of the product.

viii. The contractor shall select, issue, and train workers in the maintenance, use and storage of the personnel protective equipment required when using the chemical products.

ix. The contractor shall provide worker training in the proper methods to respond to spills and releases from the storage area.

x. Compressed gas cylinders, flammable and combustible liquids, and all chemical products shall be stored and signed/labeled in accordance with their hazard class. The co-mingling of different hazard classes in storage is prohibited.

xi. When required, storage areas shall be protected from vehicular impact by the use of "jersey barriers" or a similar impact resistant material.

xii. Enclosed storage facilities (i.e. trailers) used for the storage of flammable gases and liquids shall be properly ventilated by either mechanical or natural means based upon the characteristic of the chemical product being stored. If lighting is installed, explosion proof, intrinsically safe wiring is required.

xiii. The contractor shall select and provide the appropriate type, size, and number of fire extinguishers suitable for the fire hazards presented by the stored chemicals.

d. Storage Requirements

i. If stored in drums, all drums shall be raised off the ground.

ii. Flammable and combustible liquids, such as gasoline, kerosene, diesel, and mixed fuels shall be stored in either Type I or II approved metal safety storage cans with flashback protection.

iii. All fuel containers (drums, gas cans, etc) shall be appropriately color-coded and permanently labeled as "Gasoline", "Kerosene", "Diesel", or "Mixed-Fuel".

iv. Flammable and combustible liquid cans shall be stored in approved fire cabinets with a quantity limited to 60-gals of flammable and 120-gals of combustible liquid per cabinet. No more than three storage cabinets shall be stored in one area.

v. A properly charged and maintained portable fire extinguisher with a rating of not less than 4-A:60B:C shall be permanently mounted in a conspicuous location readily accessible within 50 feet of the storage location.

vi. Compressed gas cylinders (CGC) shall be stored with their valve protection caps secured on the cylinder.

vii. CGC shall only be stored vertically with 3-point contact maintained at all times.

viii. Flammable gases and oxygen must be stored separately at least 20 feet apart, or together with a 5 foot high, 30 minute fire-rated wall separating them.

e. Incident Response

i. Anyone with knowledge that a hazardous material and/or chemical release has occurred shall immediately contact the Port Authority Police at the WTC Command and provide the following information:

(A) Incident location.
(B) Description of incident.
(C) Description of personal injury.
(D) Description of fire condition.

ii. Each contractor shall employ a call-in hazmat contractor and provide to the PA Resident Engineer, WTC Site Manager, and WTC Site Safety Manager, the name and contact information of such call-in hazmat contractor.

5. Firearms, Weapons, and Explosives

No person shall carry, keep, store, handle, use, dispense, or transport, into or through the WTC Site, any firearm, weapon, explosive device or or explosive material which is not a hazardous material as identified under Part C, 4, without the prior approval of the WTC Site Manager and Port Authority Police.

PART D. WTC SITE RECLAMATION, CONSTRUCTION, AND MAINTENANCE ACTIVITY.

1. General.

Reclamation, construction and maintenance activity at the WTC Site shall commence only after receiving Port Authority approval in the form of one of the following:

a. approved Tenant Construction Application (TCA) or Tenant Alteration Application (TAA),

b. fully executed contract with The Port Authority of New York and New Jersey, or

c. other fully executed agreement with The Port Authority of New York and New Jersey containing conditions for construction and/or redevelopment activity.

2. Environmental Performance Commitments (EPCs).

No person shall engage in conduct that violates any applicable EPC. A copy of the current EPCs for a Port Authority project involving reclamation, construction, or maintenance activity, is available from the Port Authority Resident Engineer or Port

Authority Program Manager assigned to the project. A copy of the current EPCs for a non-Port Authority project involving reclamation, construction, or maintenance activity, is available from the party responsible for the project. The identity of a party responsible for any project involving reclamation, construction, or maintenance activity, can be sought from the WTC Site Manager.

3. **Required Permits.**

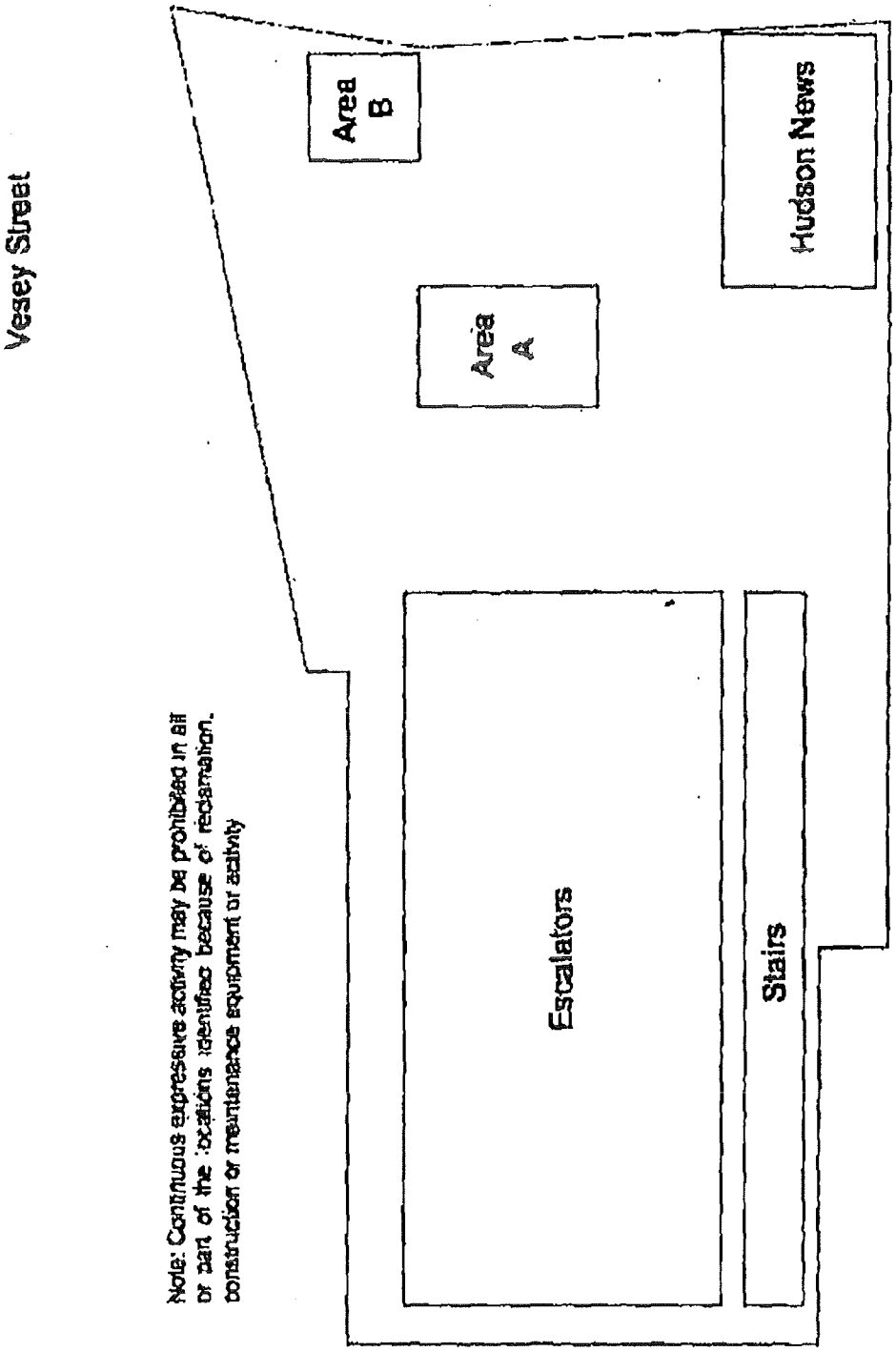
Each of the following required permits may be obtained through the Port Authority Resident Engineer or Port Authority Program Manager assigned to the activity.

a. Confined Space

b. Cutting & Welding

c. Hot Work

Exhibit A


Vesey Street
Area B
Area A
Hudson News
Escalators
Stairs
Note: Continuous expressive activity may be prohibited in all or part of the locations identified because of reclamation, construction or maintenance equipment or activity

World Trade Center Memorial/Cultural Temporary Operating License Insurance Requirements for National September 11 Memorial & Museum

Insurance Coverage During the Temporary Operating License Period

- Subject to Commercially Available and Reasonable Standard
- Port Authority is Named Additional Insured on all coverage
- All carriers must carry an A.M. Best rating of A-X or above

- **Plaza and Building Property Damage**: All Risk policy as per PANYNJ Owner's Controlled Insurance Program until all Memorial and Museum components are substantially complete.
- **Improvements, Personal Property and EDP Property Damage**:
  - Limit: All Risk Full Replacement Value
  - Replacement: Value determined every 3 years
  - Deductible: $10,000 per occurrence
- **Business Interruption**: $1.5M
- **Fine Arts Floater**: $2.5M
- **Terrorism**: Full Terrorism – Foreign & Domestic
  - Limit: Minimum Insurance Amount: $100M
  - Premium: If PA requires above $100M, PA pay 50%
  - Standard: Up to $250M, commercially available
    Above $250M, commercially available and reasonable
  - Deductible: $1M per occurrence & $10M in aggregate
- **Environmental**: Known & Unknown Pollutants Covered-
  Includes PA under cover for any such
  conditions below PA excavation/clean up level
  - Pollution Legal Liability: $25M
  - Deductible: $100,000 per occ.
- **Commercial General Liability**:
  - Limit: $100M per occurrence and in the aggregate
  - Deductible: $10,000 per occurrence with $100,000 aggregate
- **Workers' Compensation**: Statutory NY WC & Employer's Liability
- **Automobile Liability**: $10M per occurrence and in the aggregate
- **Crime Insurance**: $1M per occurrence
- **Vendors/Suppliers/Delivery**: All vendors must provide Certificates of Insurance showing *Commercial, Auto and Workers Compensation Insurance as following:*
  - Limit: $2M per occurrence and in the aggregate
  - Workers Comp: $1,000,000 Employers Liability
  - PA is named as additional insured on vendor's CGL

FIRST AMENDMENT TO WORLD TRADE CENTER MEMORIAL TEMPORARY OPERATING LICENSE

This FIRST AMENDMENT TO TEMPORARY OPERATING LICENSE (this "Amendment"), is made as of this 6th day of September, 2013 by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY ("PANYNJ" or "Licensor"), with offices located at 225 Park Avenue South, New York, New York 10003 and THE NATIONAL SEPTEMBER 11 MEMORIAL & MUSEUM AT THE WORLD TRADE CENTER FOUNDATION, INC. (the "Foundation" or "Licensee") with offices at One Liberty Plaza, 20th Floor, New York, New York 10006.

Introductory Statement

WHEREAS, the Lower Manhattan Development Corporation ("LMDC") and PANYNJ, as parties to the May 10, 2002 Cooperation Agreement (the "Cooperation Agreement"), agreed to cooperate and collaborate 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, the LMDC and the PANYNJ also entered into 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");

WHEREAS, LMDC, PANYNJ and the Foundation, under the February 1, 2006 Memorandum of Understanding (the "MOU"), established a schedule for completing the allocation of the property interests identified on the Site Diagram (as defined in the GPP); and

WHEREAS, as of September 11, 2011, the Foundation began the operation of the Memorial (as defined in the GPP), while construction of the Memorial Museum and the rest of the World Trade Center site (the "WTC Site") continues pursuant to the Plan;

WHEREAS, by the World Trade Center Memorial Temporary Operating License made September 9, 2011 (as may be further amended, the "License") to memorialize the rights and responsibilities of the parties with respect to the operation of the Memorial (the "Memorial Program") from and after September 11, 2011 until such time the Foundation or its written designee acquires a possessory real property interest with respect to the entire Memorial Area (capitalized terms used herein but not defined herein shall have the meaning set forth in the License);

WHEREAS, Section 3 of the License provides in pertinent part that the License Term shall end on the earlier to occur of (i) midnight, local time, on September 10, 2013, or unless further extended by the parties, or (ii) midnight, local time, on the date upon which the Foundation acquires a possessory real property interest with respect to the Licensed Area, or (iii) the date upon which a superseding agreement has been fully executed and delivered by the Parties;

WHEREAS, in order to further the goals and objectives of the parties, the parties desire to extend the License on the terms and conditions set forth herein;

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

1. Section 3(a) of the License is hereby modified to read in its entirety as follows:

> "(a) The term of the License (the "License Term") shall commence as of 12:01 a.m., local time, on September 11, 2011 (the "Commencement Date"), and shall end on the "Expiration Date", which shall be the earliest to occur of (i) midnight, local time, on December 31, 2013, or unless further extended by the parties, or (ii) midnight, local time, on the date upon which the Foundation acquires a possessory real property interest with respect to the Licensed Area, or (iii) the date upon which a superseding agreement has been fully executed and delivered by the Parties."

2. The License is hereby ratified and, except as expressly provided herein remains unmodified and in full force and effect.

3. This Amendment shall inure to the benefit of and bind the parties and their representatives, successors and assigns. Nothing in this Amendment, express or implied, is intended to confer on any person (other than the parties) any rights, obligations, liabilities, or remedies; to constitute Licensor or Licensee as partners or co-venturers; or to waive any claim or right of any party hereto against any Person who is not a part hereto.

4. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York without regard to the choice of law rules for the State of New York.

5. Neither the Commissioners of Licensor nor the directors of the Foundation, 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 Amendment or because of its execution or attempted execution or because of any breach or attempted or alleged breach thereof.

6. No waiver of any of the provisions of this Amendment 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.

7. The invalidity or unenforceability of any one or more provisions of this Amendment shall not render any other provision invalid or unenforceable. In lieu of any invalid or unenforceable provision, there shall be added automatically a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

8. This Amendment may be amended or modified only by a written instrument executed by the parties hereto.

9. This Amendment 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 Amendment 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.

10. Each person signing this Amendment on behalf of a party hereto warrants and assures that s/he has been duly authorized to execute such agreements to bind the Party on whose behalf s/he executes this Amendment.

IN WITNESS WHEREOF, PANYNJ and the Foundation have caused this Amendment to be duly executed as of the date and year first written above.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: Pat Foye
Name: Patrick J. Foye
Title: Executive Director

THE NATIONAL SEPTEMBER 11 MEMORIAL & MUSEUM AT THE WORLD TRADE CENTER FOUNDATION, INC.

By:_____
Name:
Title:

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THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By:_____
Name:
Title:

THE NATIONAL SEPTEMBER 11 MEMORIAL & MUSEUM AT THE WORLD TRADE CENTER FOUNDATION, INC.

By:_____
Name: JOSEPH C. DANIELS
Title: PRESIDENT & CEO