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WTC TOWER 1 LLC
c/o The Port Authority of New York and New Jersey
225 Park Avenue, 15th Floor
New York, New York 10003

May 25, 2011

CB Richard Ellis, Inc.
200 Park Avenue
New York, New York 10166

Re Real Estate Brokerage Commission Agreement
"Landlord": WTC Tower 1 LLC
"Tenant": Advance Magazine Publishers Inc., d/b/a Condé Nast
"Premises": the Initial Office Space and the Initial Non-Office Space
"Building": the building to be known as One World Trade Center

Ladies and Gentlemen:

1. This Agreement will confirm that (a) you ("**Broker**") have been authorized by Tenant to act as its sole and exclusive agent and real estate broker to negotiate a lease (the "**Lease**") of the Premises by Landlord to Tenant for an Initial Term of approximately twenty-five (25) years on such terms and conditions as Landlord (in its sole discretion) may choose to accept and (b) in the event of such a transaction, Landlord shall pay, and Broker shall accept, a real estate brokerage commission calculated and payable in accordance with the terms and conditions set forth below.

2. Broker agrees that the information which Broker has received from any Landlord Entity (including, without limitation, the Port Authority and any entity affiliated with the Durst Organization) which is not publicly known or available shall be kept confidential upon and subject to the applicable terms of that certain Confidentiality Agreement between the Port Authority and Broker dated as of (Ex. 2a). All plans, specifications and the like delivered to Broker shall remain Landlord's property and shall be returned to Landlord upon its written request.

3. The terms and conditions of the Lease shall be those which Landlord, in its sole judgment and discretion, elects to grant and are subject to change, modification or withdrawal by Landlord at any time without prior notice and for any or no reason, so long as Tenant and Landlord have not unconditionally executed and mutually delivered the Lease.

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(a)

(i) Subject to the terms of this Agreement, Landlord agrees to pay to Broker, and Broker agrees to accept in full payment for all of Broker's services hereunder (except as otherwise expressly provided herein), a leasing commission (collectively, the "**Initial Commission**") in the aggregate amount of \$ (Ex. 2a) which consists of (x) an amount equal to (Ex. 2a) with respect to the Initial Office Space, (y) (Ex. 2a) with respect to the Non-Critical Initial Non-Office Space and (z) with respect to the Critical Initial Non-Office Space, all of which were calculated in the manner set forth on Exhibit A attached hereto. Landlord and Broker acknowledge that (a) the foregoing amount with respect to the Initial Office Space has been reduced (i) by the amounts of the Supplemental Work Allowance and the Takeover Deferred Commission (as such latter term is hereinafter defined) and (ii) on

account of the assumption set forth in Section 4(a)(ii) hereof (so that the amount of the Initial Commission set forth above for the Initial Office Space is calculated based on Tenant's leasing of USF on the twentieth (20th) through (Ex. 2a) 1 floors of the Building), (b) the foregoing amount with respect to the Non-Critical Initial Non-Office Space has been reduced on account of the assumption set forth in Section 4(a)(ii) hereof (so that the amount of the Initial Commission set forth above for the Non-Critical Initial Non-Office Space is calculated based on Tenant's leasing of USF thereof) and (c) the foregoing amount of the Initial Commission with respect to the Critical Initial Non-Office Space is based upon the assumption that the Critical Initial Non-Office Space consists of (Ex. 2a) USF. Solely for the purposes of calculating the amount of the Initial Commission payable hereunder with respect thereto, the amount of Tenant's PILOT Payment with respect to the Critical Initial Non-Office Space shall be deemed to be equal to per USF thereof.

(ii) The foregoing calculations of the amounts of the Initial Commission assume that Tenant (Ex. 2a) 1 office floors and 1 (Ex. 2a) USF of the Building Non-Office Space pursuant to the terms of Section 1.03 of the Lease. If Tenant timely exercises its option pursuant to the terms of Section 1.03 of the Lease (Ex. 2a) 1 floors and (Ex. 2a) USF of the Building Non-Office Space (or Tenant fails to timely exercise its option pursuant to the terms of Section 1.03 of the Lease), the amounts of the individual components of the Initial Commission set forth above shall be appropriately increased upon and subject to the applicable terms of this Agreement (such additional commission amounts, collectively, the "**Incremental Initial Commission**;" together with the Initial Commission, the "**Commission**"), it being agreed that (a) the amount of the Incremental Initial Commission for the Initial Office Space in connection with each of the fortieth (40th) through forty-fourth (44th) floors of the Building is set forth on Exhibit A-1 attached hereto, (b) the amount of the Incremental Initial Commission with respect to each additional USF of the Non-Critical Initial Non-Office Space is set forth on Exhibit A attached hereto, and (c) the amount of the Incremental Initial Commission with respect to each additional USF of the Critical Initial Non-Office Space (if any) is set forth on Exhibit A attached hereto.

(iii)

and (2) Landlord shall pay to Broker a commission (each an "Expansion Commission") if (other than pursuant to the terms of Section 1.03 of the Lease) Tenant leases additional office space in the Building whether or not pursuant to an option set forth in the Lease (or the terms of an amendment thereto unconditionally executed and mutually delivered by Landlord and Tenant, as the case may be), provided that (w) except to the extent that Tenant leases additional office space in the Building prior to the First Delivery Date, in which case Broker shall be entitled to the payment of an Expansion Commission with respect thereto if no other broker is involved, Broker must be involved in such negotiations on behalf of Tenant as Tenant's exclusive broker (it being agreed that except as otherwise expressly provided above, Broker shall not be entitled to the payment of any portion of the Expansion Commission if Broker is not so involved), (x) the amount of the Expansion Commission shall be calculated pursuant to the applicable terms of Exhibit B attached hereto, (y) the amount of the Expansion Commission shall be calculated as if such lease were a new lease and (z) an agreement with respect thereto (substantially similar in form to this Agreement) is negotiated and unconditionally delivered by Landlord and Broker (which Landlord agrees to execute and deliver if the terms set forth above are fully satisfied). Any Renewal Commission or Expansion Commission (as the case may be) shall be payable in three (3) equal installments, as follows: (i) the first (1st) such installment shall be paid on the date that Tenant irrevocably extends the term of the Lease or leases additional office space in the Building (whether pursuant to the Lease or the terms of an amendment thereto unconditionally executed and mutually delivered by Landlord and Tenant), as the case may be (but in no event prior to the sooner to occur of (I) the final date for the exercise by Tenant of its right to cancel such renewal or expansion option (as the case may be) prior to the commencement thereof or (II) the date upon which Tenant irrevocably waives in writing its exercise of such right); (ii) the second (2nd) such installment shall be paid on the commencement date of the renewal or expansion term (as the case may be); and (iii) the third (3rd) such installment shall be paid on the first (1st) anniversary of such second (2nd) installment (provided that, in each instance, Broker shall have delivered to Landlord an invoice with respect thereto at least thirty (30) days prior to the applicable payment date). Notwithstanding the foregoing, (A) if the renewal or expansion provision of the Lease (or the terms of an amendment thereto, as the case may be) gives Tenant the right to cancel the exercise thereof prior to the commencement of such renewal or expansion term (as the case may be) and Tenant exercises such right for any reason, Broker shall not be entitled to receive any portion of such Renewal Commission or Expansion Commission (as the case may be) and (B) if the renewal or expansion provision of the Lease (or the terms of an amendment thereto, as the case may be) gives Tenant the right to cancel the renewal or expansion term (as the case may be) after such term commences for any reason, then the amount of such Renewal Commission or Expansion Commission (as the case may be) shall be adjusted according to the terms by which the original amount thereof was originally calculated and such adjusted sum shall be paid to Broker in accordance with the applicable terms hereof for the period through the date that Tenant's right to cancel may become effective, it being agreed that following such date, if such right to cancel is not exercised and is no longer exercisable (or sooner if such right is irrevocably waived in writing), the balance of such Renewal Commission or Expansion Commission (as the case may be) shall become earned and the payments thereof adjusted accordingly (or the balance thereof shall be promptly paid in full to Broker if the original amount thereof shall have been fully paid to Broker). If a separate cancellation fee is payable by Tenant pursuant to the Lease (or the terms of an amendment thereto, as the case may be) on account of such cancellation right, the amount of such fee shall be included in the recalculation of such Renewal Commission or Expansion Commission (as the case may be) as if such fee were rent payable by Tenant. If such separate cancellation fee specifically includes a reimbursement to Landlord for all or part of such Renewal Commission or Expansion Commission (as the case may be), there shall be no adjustment of all or part of the Renewal Commission or Expansion Commission (as the case may be) for which Tenant shall be responsible and all or part of the Renewal Commission or Expansion Commission (as the case may be) for which Tenant is responsible shall be paid to Broker.

(Ex. 2a)

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(a) Subject to the applicable provisions of Paragraph 4 above and the terms of this Paragraph 5, the Initial Commission shall be paid in installments as follows:

(Ex. 2a)

(b) Subject to the applicable provisions of Paragraph 4 above and the terms of this Paragraph 5, the Incremental Initial Commission shall be paid in installments as follows:

(Ex. 2a)

(c) Notwithstanding the foregoing, if the Occupancy Date occurs under the Lease with respect to the entire Premises, then all of the remaining quarterly payments of the Initial Commission (including, without limitation, the Deferred Initial Commission) and the Incremental Initial Commission set forth above shall be immediately due and payable. Notwithstanding anything herein to the contrary, no portion of the Commission or the Takeover Deferred Commission shall be payable to Broker unless Broker shall have delivered to Landlord an invoice with respect thereto at least thirty (30) days prior to the applicable payment date.

(d) The Commission will not be earned by, or payable to, Broker unless and until all of the following conditions (collectively, the "**Conditions**") shall have been satisfied:

(Ex. 2a)

(e) Notwithstanding anything herein to the contrary, the aggregate amount of the net sums incurred by any Landlord Entity on account of the

(Ex. 2a)

(f) If any payment due under this Agreement is not paid when due and such default continues for (Ex. 2a) after notice thereof from Broker to Landlord (each, a "**Payment Default**"). Landlord shall pay Broker interest thereon at the (Ex. 2a)
If a Payment Default occurs

period, then Broker shall have the right (Ex. 2a)
(Ex. 2a) of the Commission (including, without limitation, the Deferred Initial Commission) if any such Payment Default has not been cured within twenty

(Ex. 2a)

c. (a)

(Ex. 2a)

(b) Broker agrees to indemnify, defend, save and hold Landlord free and harmless from any claim, liability, judgment, cost or expense, including reasonable attorneys' fees and disbursements, incurred by Landlord by reason of any claim made against Landlord by any party other than Landlord's Brokers claimant, to have dealt with Broker, for a commission, compensation or damages for loss of commission or compensation (other than due to Landlord's acts). In the event Landlord claims the benefit of the foregoing indemnity, Landlord agrees to give Broker prompt notice of any claim, demand or suit and to give Broker the opportunity to defend any claim, demand or suit with legal counsel of Broker's choice if such counsel is reasonably satisfactory to Landlord. Landlord represents that Landlord has dealt with no brokers in connection with the Lease other than Broker and Landlord's Brokers, and Landlord agrees to use good faith efforts to cause a provision to be inserted in the Lease containing a representation by Tenant that Tenant dealt with no brokers other than Broker and Landlord's Brokers in connection with the transaction contemplated by the Lease.

(c) Broker's liability under this Paragraph 6 is limited to those installments of the Commission (more particularly described in Paragraph 5 hereof) which Landlord has paid and which Broker may thereafter receive under this Agreement (provided that, as to installments not yet paid, Broker's obligation under this Paragraph 6 may be offset against same up to the amount thereof).

7. Broker shall not, at any time during negotiations or after the same have been consummated or discontinued, release or authorize any publicity about Landlord, Tenant, the Lease, the Port Authority or the Building except (a) as may be required by court order, subpoena or other legal process and (b) that following consummation of the transaction and the satisfaction of all of the Conditions, Broker at its expense may issue a press release disclosing the identity of Tenant (provided Tenant does not object thereto), the Building, the term of the Lease, and the aggregate rentable square footage leased, but which does not reveal any of the economic terms of the transaction.

8. Broker shall have no claim against any present or future mortgagee or ground lessor of the Building for the payment of the Commission and/or the Renewal Commission and/or the Expansion Commission (as the case may be). Broker's right to the payment of the Commission and/or the Renewal Commission and/or the Expansion Commission (as the case may be) shall in all respects be subject and subordinate to the lien of any mortgage upon the Building. To the extent permitted by Legal Requirements, (a) Broker's rights hereunder may not be recorded or filed against Landlord's interest in the Building except after same are reduced to a judgment in Broker's favor and (b) Broker may file any mechanic's lien or affidavit referring to the contents of this Agreement against the Building, only if a default in payment by Landlord hereunder continues for more than thirty (30) days after notice thereof.

9. It is understood that Broker is an independent contractor and shall not be considered Landlord's agent for any purpose whatsoever and Broker is not granted any right or authority to assume or create any obligation or liability or make any representation, warranty or agreement (expressed or implied) on Landlord's behalf or to bind Landlord in any manner whatsoever.

10. If Landlord or Broker commences an action or proceeding against the other with respect to an alleged default by the other under this Agreement, the prevailing party shall recover its reasonable attorneys' fees, disbursements and court costs from the other party in connection with such matter. The provisions of this Paragraph shall survive the expiration or earlier termination of the Lease

11. Neither this Agreement, the obligations of Broker nor any payments due Broker may be assigned without Landlord's prior written consent and any such purported assignment without such consent shall be void and of no force or effect.

12. All notices hereunder shall be in writing and sent by (i) hand, against a signed receipt, (ii) certified or registered mail, return receipt requested, or (iii) a nationally recognized overnight courier service providing a signed receipt of delivery, addressed, as the case may be, to Broker at its address set forth above, Attention: Senior Vice President, Legal, and to Landlord at c/o The Port Authority of New York and New Jersey, 225 Park Avenue South, New York, New York 10003, Attention: Executive Director -15th Floor, with copies to (1) The Port Authority of New York and New Jersey, 225 Park Avenue South, New York, New York 10003, Attention: General Counsel, (2) Royal 1 WTC Realty LLC, c/o The Durst Organization Inc., One Bryant Park, New York, New York 10036, Attention: Jonathan Durst and (3) Rosenberg & Estis, P.C., 733 Third Avenue, New York, New York 10017, Attention: Gary M. Rosenberg, Esq. Either party may, by notice as aforesaid designate a different, or further address or addresses for notices. Any such notice which is sent by (a) hand or by registered or certified mail shall be deemed to have been given when the addressee either actually receives such notice or refuses to accept delivery thereof and (b) such courier service shall be deemed to have been given two (2) Business Days after the date it shall have been sent by such courier service.

13. Broker shall look solely to (x) Landlord's estate and interest in and to the Building (which shall consist of (a) the rents and profits therefrom, (b) the proceeds of any lease, sale, conveyance, assignment, transfer, mortgage or refinancing thereof and (c) any insurance proceeds or condemnation awards relating to any portion of the Building) and/or (y) the Port Authority for the satisfaction of any right of Broker arising out of this Agreement or for the collection of a judgment or other judicial process or arbitration award requiring the payment of money by Landlord and no other property or assets of Landlord, Landlord's agents, incorporators, shareholders, employees, officers, directors, partners, agents, principal (disclosed or undisclosed), members, joint venturers, or affiliates shall be subject to levy, lien, execution, attachment, or other enforcement procedure for the satisfaction of Broker's rights and remedies under or with respect to this Agreement or any other liability of Landlord to Broker. If Landlord sells its estate and interest in and to the Building, (I) the entire unpaid balance of the remaining quarterly payments of the Commission (including, without limitation, the Deferred Initial Commission) shall be immediately due and payable unless the Port Authority agrees in writing to continue to be personally liable for the payment thereof; provided, however, such personal liability of the Port Authority for the Commission shall cease if the new owner(s) of such estate(s) shall be a Durst Entity (as hereinafter defined) and it shall have assumed in writing all of such obligations in a form reasonably satisfactory to Broker's counsel and Broker is promptly provided with a copy of such assumption and (II) the Port Authority shall use commercially reasonable efforts to cause the new owner(s) to assume in writing all obligations for the payment of any Renewal Commission or Expansion

Commission (whether or not then payable) in a form reasonably satisfactory to Broker's counsel (it being agreed that Broker shall be promptly provided with a copy of any such assumption); if the new owner(s) does not do so for any reason, the Port Authority shall continue to be personally liable for the payment thereof. The term "Durst Entity" shall mean The Durst Organization Inc. and/or any entity owned or controlled by, or trust(s) set up for the benefit of, one or more of the members of the immediate family of Joseph Durst.

14. Broker understands that Landlord will rely upon the matters herein and shall not continue any negotiations with Tenant without the execution and delivery hereof by Broker and its adherence to the agreements and other matters herein set forth.

15. Broker represents that Mary Ann Tighe and Greg Tosko are employed by Broker as duly licensed brokers or salespersons in the State of New York, and are not entitled to any commission or compensation except out of the Commission, the Renewal Commission, and/or the Expansion Commission if any, payable by Landlord in accordance with the terms of this Agreement.

16. This Agreement constitutes the entire agreement between the parties hereto with respect to the leasing of the Premises and any other agreements, whether oral or written, heretofore entered into between the parties hereto with respect to the leasing of the Premises are hereby cancelled and of no further force or effect. The provisions of this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may not be orally changed or terminated, nor any of its provisions waived, except by an agreement in writing signed by the party against whom enforcement of any change, termination or waiver is sought. Broker and Landlord each acknowledges that this Agreement shall not be binding on Broker or Landlord until Broker and Landlord shall have unconditionally executed this Agreement and a counterpart thereof shall have been delivered to both parties. Landlord and Broker each hereby represents and warrants that it has full right, power and authority to enter into this Agreement and that the person executing this Agreement on behalf of Landlord and Broker, respectively, is duly authorized to do so. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same instrument. Notwithstanding anything herein to the contrary, Broker hereby expressly acknowledges that any litigation instituted by Broker against Landlord must be brought in accordance with the requirements of the Litigation Legislation and nothing contained herein shall be deemed a waiver by Landlord or the Port Authority of any provisions, rights or requirements thereunder. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Lease.

Please sign a copy of this Agreement as confirmation of your agreement to pay said commission upon the conditions indicated.

Very truly yours,

WTC TOWER 1 LLC,
a Delaware limited liability company

By: Tower 1 Holdings LLC, its sole member

By: Tower 1 Joint Venture LLC, its sole member

By: Tower 1 Member LLC, its sole member

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

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

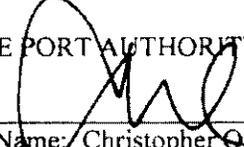
ACCEPTED AND AGREED TO
this ____ day of _____, 2011:

CB RICHARD ELLIS, INC.

By: _____
Name:
Title:

The undersigned hereby agrees to guaranty the prompt performance (and payment, as the case may be) of all of the obligations of Landlord hereunder:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

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

Please sign a copy of this Agreement as confirmation of your agreement to pay said commission upon the conditions indicated

Very truly yours,

WTC TOWER 1 LLC,
a Delaware limited liability company

By: Tower 1 Holdings LLC, its sole member

By: Tower 1 Joint Venture LLC, its sole member

By: Tower 1 Member LLC, its sole member

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

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

ACCEPTED AND AGREED TO
this 24th day of May, 2011:

CB RICHARD ELLIS, INC.

By: Cherrie Nanninga
Name: Cherrie Nanninga
Title: Chief Operating Officer
New York Tri-State Region

The undersigned hereby agrees to guarantee the prompt performance (and payment, as the case may be) of all of the obligations of Landlord hereunder:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

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

EXHIBIT A

CALCULATION OF THE INITIAL COMMISSION

(Ex. 2a)

EXHIBIT A-1

CALCULATION OF THE COMMISSION - 40TH THROUGH 44TH FLOORS

(Ex. 2a)

EXHIBIT B

SCHEDULE OF COMMISSION RATES AND CONDITIONS

RATES

On the first year or any fraction thereof	(Ex. 2a)
On the second year or any fraction thereof.....	
On the third year up to and including the fifth year	
On the sixth year up to and including the tenth year	
On the eleventh year up to and including the twentieth year	
On the twenty-first year and thereafter.....	

CONDITIONS

Computation of Commissions –The commission shall be computed based upon the aggregate base rent set forth in the Lease, excluding any amounts payable by Tenant for electric service whether separately stated or included in the rent on a rent inclusion basis. No commission shall be payable for any additional rent payable by Tenant by reason of increases in taxes and/or the costs of maintaining or operating the building (i.e., escalations, porter wage, CPI or other increases based upon a cost-of-living or similar formula) or for any other charge or sum characterized as additional rent under a lease (it being the intention of the parties that “base rent” under this clause shall refer to rent that is expressly set forth in the lease as fixed, base or minimum rent). In the event that the Lease grants to Tenant any rent concessions or abatements, then the commission shall be calculated on the actual annual rental with such concessions and/or abatements amortized on a straight line basis without interest over the term of the Lease. The rent used to compute the Commission shall exclude rentals due in payment for demolition, improvements, decorations or installations constructed by or for Landlord and reimbursed to Landlord by way of additional rental under the Lease or by separate agreement.

EXHIBIT C

CALCULATION OF TAKEOVER DEFERRED COMMISSION

(Ex. 2a)

EXHIBIT D

SAMPLE COMMISSION SCHEDULE

(Ex. 2 a)

THIS AGREEMENT, made as of March 26, 2009 by and between 1 WORLD TRADE CENTER LLC (hereinafter called "1WTC LLC"), a Delaware limited liability company and a wholly-owned subsidiary of The Port Authority of New York and New Jersey (the "Port Authority"), having an office for the transaction of business c/o The Port Authority of New York and New Jersey, 225 Park Avenue South, New York, New York 10003, and JONES LANG LASALLE AMERICAS, INC. (hereinafter called the "Broker"), a corporation organized and existing under the laws of the State of Maryland, having an office and place of business at 153 East 53rd Street New York, New York 10022.

WITNESSETH, that, in consideration of the covenants and agreements hereinafter contained the parties hereto hereby agree as follows:

1. 1 WTC LLC and China Center New York LLC, a Delaware limited liability company (hereinafter called the "Tenant"), contemplate entering into a written agreement of lease (hereinafter called the "Lease"), identified by 1 WTC LLC Lease No. WA-002, dated as of March 26, 2009, with respect to the proposed letting by 1 WTC LLC to the Tenant of certain space at One World Trade Center (the "Building") in the Borough of Manhattan, City and State of New York, the said space being as shown on the sketches attached hereto, hereby made a part hereof and marked "Exhibit A." The Lease will provide that the Tenant will have the right to lease certain additional space (such additional space referred to in the Lease hereinafter in this Agreement as the "Initial Expansion Space"). The Lease will contain such terms and conditions as 1 WTC LLC in its discretion may include. All capitalized terms used herein not specifically defined shall have the meanings ascribed to those terms in the Lease.

2. The Broker hereby represents and warrants:

(a) The Broker is the sole agent or broker representing the Tenant with respect to the Lease and the letting contemplated thereunder, and the Broker has not dealt or communicated with any other broker or agent in connection with the transaction contemplated by the Lease.

(b) The Broker is duly authorized and licensed to do business as a real estate broker in the State of New York. Any services performed or to be performed by any employee of the Broker in connection with this Agreement, the Lease or the letting contemplated thereunder were or shall be performed as an employee of the Broker and not for the employee's own account.

(c) None of the officers, agents, employees or representatives of the Broker knows of any facts or circumstances by reason of which any other broker, agent or any other person, firm or corporation may assert or have a claim for brokerage or commission in connection with this Agreement, the Lease or the letting contemplated thereunder.

3. The Broker acknowledges and agrees that the services it performed or shall perform under this Agreement relate solely to the letting as it may be consummated by the Lease and that neither the making of the Lease nor the recognition by 1 WTC LLC of services in connection

therewith, nor the making of any payments under this Agreement or otherwise by 1 WTC LLC shall be or be construed to be the basis of any claim on the part of the Broker for any brokerage or commission or any other payment arising out of or based upon actual or alleged services in connection with any of the following: (a) any renewal or extension of the Lease or continuation of the letting thereunder; (b) any supplement or modification of the Lease; or (c) except as provided in Paragraph 5 below, any other letting to the Tenant of space in the Building or at any facility owned or controlled either by the Port Authority or 1 WTC LLC, whether by document amendatory of the Lease or by a separate document and whether or not involving the space under the Lease or any portion or portions thereof or any additions thereto. Nothing herein contained or done by any party hereunder shall be construed to establish any relationship between 1 WTC LLC and the Broker except in connection with the transaction consummated by the Lease if, as and when the same may be executed.

4. In full settlement of all claims for service rendered or to be rendered by the Broker and its agents, representatives or employees in connection with this Agreement, the Lease and the letting thereunder, 1 WTC LLC will pay to the Broker (in accordance with Paragraph 8 hereof) the sum of (Ex. 2a) (the "Basic Commission"). Except as provided in Paragraph 5 hereof, the Basic Commission shall constitute a full and final settlement of all claims for brokerage or commission or other compensation or payment for any other services by or on behalf of the Broker and by or on behalf of any and all of its officers, employees, agents or representatives. The Broker hereby expressly acknowledges that it shall have no claims whatsoever against 1 WTC LLC for, nor shall it receive any payment of, brokerage or commission or other compensation or payment for any other services in the event the Tenant exercises either or both of the First Extension Option or the Second Extension Option under the Lease or the term of the Lease is otherwise extended or renewed whether or not pursuant to an option contained in the Lease. It is hereby expressly understood and agreed that 1 WTC LLC shall not be obligated to make any payment whatsoever hereunder or otherwise (and the Broker hereby waives all claims for payment of a commission or other compensation) in the event that either (i) the Lease is not executed by both 1 WTC LLC and the Tenant without regard to the cause or reason for failure to execute on the part of either 1 WTC LLC or the Tenant, including without limitation thereto any arbitrary failure or refusal of either party to execute the same, or (ii) any approval of the Lease that is a condition to the effectiveness of the Lease is not obtained, without regard to the cause or reason therefor. Delinquent payments hereunder shall earn interest at a rate of the lesser of: (i) one-and-a-half (1-1/2) percent per month or (ii) the maximum rate permitted by law from the date due until paid.

5. In the event that pursuant to the definitions of Initial Expansion Space and Initial Expansion Notice set forth in the Lease, the Tenant elects to exercise the Initial Expansion Option pursuant to and strictly in accordance with the provisions of Section 2.05 of the Lease, then 1 WTC LLC will pay to the Broker (in accordance with Paragraph 8 hereof) an additional commission (the "Additional Commission") equal to: (Ex. 2a)

Option as to the (i) (Ex. 2a) in the event Tenant exercises the Initial Expansion floor only; or

Option as to the (ii) (Ex. 2a) in the event Tenant exercises the Initial Expansion floors, jointly.

The Additional Commission shall constitute a full and final settlement of all claims for brokerage or commission or other compensation or payment for any other services by or on behalf of the Broker and by or on behalf of any and all of its officers, employees, agents or representatives in connection with the letting of the Initial Expansion Space under the Lease.

6. The Broker shall indemnify, defend and hold harmless 1 WTC LLC, the Port Authority, their Commissioners, members, managers, directors, officers, agents, representatives and employees from (i) any claims or demands by any other person, firm or corporation representing or alleged to represent 1 WTC LLC or the Tenant in any capacity of agent or broker who claim to have dealt with or through the Broker in connection with this Agreement, the Lease or the letting contemplated thereunder and (ii) any cost, losses, damages or expenses, including reasonable attorney's fees, resulting from or arising out of the breach by the Broker of its representations and warranties described in Paragraph 2 hereof, provided however that the Broker's indemnity hereunder shall be limited to the amounts paid to the Broker by 1 WTC LLC under this Agreement. Upon receipt of payment in full due under this Agreement pursuant to Paragraphs 4 and 5, the Broker hereby releases 1 WTC LLC of and from (a) any claim or claims for the payments described in Paragraphs 4 and 5 hereof and (b) any other claim or claims for commissions related to Broker's representation of Tenant arising out of, under or in connection with the Lease under this Agreement. Nothing set forth in the preceding sentence is intended to release 1 WTC LLC or the Port Authority from any obligation to pay commissions due to Broker for Broker's representation of 1 WTC LLC or the Port Authority related to the Lease or any other representation by Broker of 1 WTC LLC or the Port Authority.

7. Nothing in this Agreement shall constitute or be deemed evidence of an agreement by or an obligation on the part of 1 WTC LLC to enter into the Lease.

8. The Basic Commission shall be fully earned upon (Ex. 2a)

Payment of the Basic Commission to the Broker shall be made by 1 WTC LLC in accordance with the following:

(a) Within (Ex. 2a) days following full execution of the Lease by the Tenant and 1 WTC LLC, and delivery of the same to each party, the obtaining of all approvals that are a condition to the effectiveness of the Lease and the satisfaction of all other conditions to the

effectiveness of the Lease, an installment payment in the amount of (Ex. 2a) shall be made to the Broker.

(b) Within (Ex. 2a) days following the (Ex. 2a) (as established pursuant to the provisions of Article 3 of the Lease) an installment payment in the amount of (Ex. 2a) shall be made to the Broker.

(c) Not later than (Ex. 2a) days following the (Ex. 2a) as established pursuant to Article 3 of the Lease, an installment payment in the amount (Ex. 2a) shall be made to the Broker.

In the event the Broker shall become entitled to the Additional Commission pursuant to Paragraph 5 hereof, the Additional Commission shall be added to the Basic Commission, and each installment payment provided for in this Paragraph 8 shall be increased proportionately. If any installment payment of the Basic Commission shall have become due and payable under this Paragraph 8 prior to the date on which Tenant exercises the Initial Expansion Option, the pro rata portion of the Additional Commission allocable to such installment payment(s) shall be payable within thirty (30) days after the exercise by Tenant of the Initial Expansion Option.

9. Neither the officers, directors, members, managers, agents, employees or affiliates of 1 WTC LLC or of the Port Authority, nor the Commissioners of the Port Authority, shall be charged personally by the Broker with any liability or be held liable to it under any term or provision of this Agreement or because of its execution or attempted execution or because of any breach or attempted or alleged breach thereof.

10. This Agreement constitutes the entire understanding of 1 WTC LLC and the Broker on the subject matter hereof and may not be changed, modified or discharged except by written instrument duly executed by the Broker and 1 WTC LLC. The Broker agrees that no representations or warranties shall be binding upon 1 WTC LLC unless expressed in writing herein.

11. Broker shall not advertise or otherwise promote the terms of the real estate transaction referred to in this Agreement without prior written consent of The Port Authority of New York and New Jersey, which consent shall be in The Port Authority of New York and New Jersey's sole discretion to grant or withhold. In no event shall such advertisement or promotion disclose the rents, lease term, critical dates or option terms of the Lease. Any violation of the provisions of this paragraph by Broker will void any payment obligation of 1 WTC LLC to Broker.

12. If either party shall institute any action or proceeding against the other relating to the provisions of this Agreement, the unsuccessful party in the action or proceeding shall reimburse the prevailing party for all reasonable expenses and attorneys' fees and disbursements. THE PARTIES HEREBY WAIVE TRIAL BY JURY.

13. 1 World Trade Center LLC and the Port Authority understand and acknowledge that Broker represents the Tenant

14. In the event that 1 WTC LLC exercises its (Ex. 2a) when, effective upon such exercise, 1 WTC LLC shall no longer have any liability, obligation or responsibility to the Broker for the installment payments described in subparagraphs (b) and (c) of Paragraph 8, including any proportional increase in the said payments on account of the Additional Commission, and no further payments of any kind, including the payments described in subparagraphs (b) and (c) of Paragraph 8, shall be due and payable by 1 WTC LLC to the Broker.

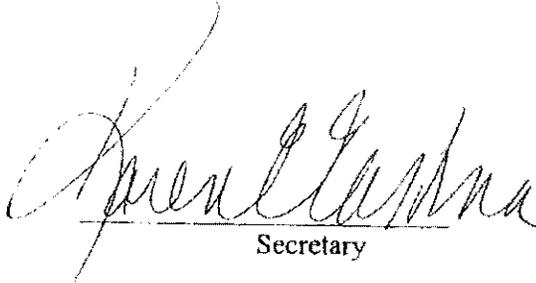
15. 1 WTC LLC and the Broker each represent and warrant to the other that, except as hereinafter provided, (i) this Agreement (x) has been duly authorized, executed and delivered by such party and (y) constitutes the legal, valid and binding obligation of such party and (ii) the execution and delivery of this Agreement is not prohibited by, nor does it conflict with, or constitute a default under, any agreement or instrument to which such party may be bound or any legal requirement applicable to such party. Notwithstanding the preceding sentence and anything to the contrary set forth elsewhere in this Agreement, 1 WTC LLC and the Broker acknowledge that 1 WTC LLC's representations and warranties provided in this paragraph are subject to the satisfaction of the requirements of the Gubernatorial Review Legislation without the occurrence of a gubernatorial veto, and the satisfaction of such requirements without the occurrence of a gubernatorial veto shall be a condition precedent to the effectiveness of the terms and conditions of this Agreement, and this Agreement shall be of no force and effect unless and until such requirements have been satisfied without the occurrence of a gubernatorial veto. Accordingly, in the event of a gubernatorial veto pursuant to the Gubernatorial Review Legislation, (i) this Agreement shall automatically terminate ab initio, (ii) 1 WTC LLC shall promptly notify the Broker of such termination, and (iii) this Agreement shall be null and void and neither party shall have any obligations or liability hereunder, including but not limited to the obligations of 1 WTC LLC to pay the Basic Commission, or any installments thereof, or to pay the Additional Commission, under this Agreement or otherwise.

"Gubernatorial Review Legislation" means Chapter 333 of the Laws of New Jersey of 1927, as amended by Chapter 20 of the Laws of New Jersey of 1972 (N.J.S.A. 32:2-6 to 9), and Chapter 700 of the Laws of New York of 1927, as amended by Chapter 215 of the Laws of New York of 1956 and Chapter 602 of the Laws of New York of 1972 (McK. Unconsol. Laws §§ 7151-7154).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Attest:

1 WORLD TRADE CENTER LLC
a Delaware limited liability company


Secretary

By: THE PORT AUTHORITY OF NEW
YORK AND NEW JERSEY,
its sole member

By: 
Name: MICHAEL B. FRANCOIS
Title: CHIEF, REAL ESTATE AND
DEVELOPMENT

Witness:

~~Attest:~~

JONES LANG LASALLE AMERICAS, INC.


~~Secretary~~
JOHN B. RYAN
MANAGING DIRECTOR

By: 
Name: Peter Aguinal
Title: President

I sign this document again,
today, April 8, 2009, as I did
on the original agreement,
March 26, 2009.

By: 
Name: Peter Biuardi
Title: President

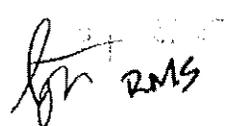


EXHIBIT A

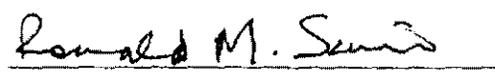
(8 Pages)

(Ex. 2a)

(1 WTC LLC Acknowledgment)

STATE OF NEW YORK)
):ss
COUNTY OF NEW YORK)

On the ^{26th} day of MARCH, in the year 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared MICHAEL B. FRANCOIS personally known to me or proved to me on the basis or satisfactory evidence to be the person(s) whose name(s) is ~~(are)~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument, the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.


Notary Public

RONALD M. SENIO
Notary Public, State of New York
No. 02SE4636449
Qualified in New York County
Commission Expires On June 30, 20 10

(Broker Acknowledgment)

STATE OF NEW YORK)
):ss
COUNTY OF NEW YORK)

On the ^{28th} day of April, in the year 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared Peter Riguardi personally known to me or proved to me on the basis or satisfactory evidence to be the person(s) whose name(s) is ~~(are)~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument, the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.


Notary Public

DENISE A. CALKIN
Notary Public, State of New York
No. 30-4863135
Qualified in Nassau County
Commission Expires 4/10/2010