



Freedom of Information request.

From: Genara Rojas [mailto:genara.rojas@...]

Sent: Thursday, October 17, 2013 1:46 PM

To: 'Jody, Jody'

Subject: Freedom of Information request

Hi Jody,

I am writing to you regarding

the information that you have provided to me regarding the authentication of the signatures of the members of the board of directors of the organization.

I am interested in knowing if you have any records of the signatures of the members of the board of directors of the organization.

Thank you

Genara Rojas

genara.rojas@...

10/17/2013 1:46 PM

Duffy, Daniel

From: Leonardo Gianella [leonardogianella@gmail.com]
Sent: Tuesday, May 22, 2012 11:19 AM
To: Duffy, Daniel
Subject: Reference No. 12801

-Daniel Duffy

Reference No. 12801

We are revising our request.

This original request asks for a copy of the commission agreement between the Port Authority and Jones Lang La Salle in regards to the leasing of space to China Center in the 1 World Trade Center Building.

A recent Final Disposition has upheld the Port Authorities request to keep escalations from me in case number 110559/11. Therefore it is unlikely that you will release specifics to this commission agreement since commission amounts are usually based on percentages of rent.

Therefore, I revise my request.

I still maintain that I have a right to see the details of the commission agreement but I no longer need to see the numerical escalations or any other information regarding number amounts above what was already released to me in the last certified copy of the lease given to me.

Sincerely,

Leonardo Gianella

THE PORT AUTHORITY OF NY & NJ

July 13, 2012

Daniel D. Duffy
FOI Administrator

Mr. Leonardo Gianella
Leonardo Gianella LLC
857 Ninth Avenue #2B
New York, NY 10019

Re: Freedom of Information Reference No. 12801

Dear Mr. Gianella:

This is a response to your June 25, 2012 email to Port Authority General Counsel Darrell Buchbinder and your November 17, 2011 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy attached) for a copy of the commission agreement between the Port Authority and Jones Lang LaSalle regarding the lease of office space at One World Trade Center (1WTC) and a certified copy of the executed lease between Conde Nast and the Port Authority for space at 1WTC.

Material responsive to your request for a copy of the Jones Lang LaSalle agreement and available under the Code can be found on the Port Authority's website at <http://www.panynj.gov/corporate-information/foi/12801-LPA.pdf>. Paper copies of the available records are available upon request

Certain material responsive to your request is exempt from disclosure pursuant to Exemption (2.a.) and (4) of the Code.

We continue to process your request for a certified copy of the executed lease between Conde Nast and the Port Authority for space at 1WTC and anticipate that a determination will be made on or about the week of August 13, 2012.

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

enue

212 435 7555

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.

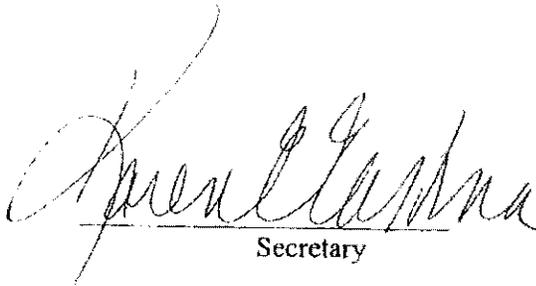
15. 1 WTC LLC and the Broker each represent and warrant to the other that, except as hereinafter provided, (i) this Agreement (x) has been duly authorized, executed and delivered by such party and (y) constitutes the legal, valid and binding obligation of such party and (ii) the execution and delivery 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

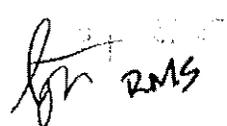


EXHIBIT A

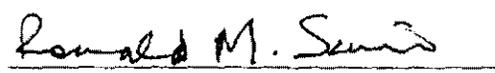
(8 Pages)

(Ex. 4)

(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