

Torres Rojas, Genara

FOI #13916

Subject: FW: FOIL REQUEST 1 World Trade Center LLC, and China Center New York LLC

From: Leonardo Gianella
Sent: Thursday, April 11, 2013 5:55 PM
To: Duffy, Daniel
Subject: FOIL REQUEST 1 World Trade Center LLC, and China Center New York LLC

Daniel Duffy

Please process this request and forward to General Counsel.

-With regard to the lease between 1 World Trade Center LLC, and China Center New York LLC I would like a copy of the "Commencement date agreement" which is section N-1 of the lease.

-I am also requesting section 38.03 and 38.04 of the lease between 1 World Trade Center LLC, and China Center New York LLC.

Sincerely,

Leonardo Gianella

May 24, 2013

Mr. Leonardo Gianella

Re: Freedom of Information Reference No. 13916

Dear Mr. Gianella:

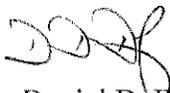
This is a response to your April 11, 2013 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for a copy of the commencement date agreement which is section N-1 of the lease between 1 World Trade Center LLC and China Center New York LLC and copies of section 38.03 and 38.04 of the aforementioned lease.

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/13916-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 (2.a.) 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

EXHIBIT N

FORM OF COMMENCEMENT DATE AGREEMENT

[See attached pages]

COMMENCEMENT DATE AGREEMENT

THIS COMMENCEMENT DATE AGREEMENT (this "Agreement") made as of this ____ day of _____, 20____, by and between 1 WORLD TRADE CENTER LLC, a Delaware limited liability company ("Landlord"), having an office c/o The Port Authority of New York and New Jersey, 225 Park Avenue, 15th Floor, New York, New York 10003, as landlord, and CHINA CENTER NEW YORK LLC, a Delaware limited liability company ("Tenant"), having an office at _____, as tenant

WITNESSETH:

WHEREAS,

A. Landlord and Tenant entered into a Lease dated as of _____, 20____ (the "Lease") pursuant to which Landlord leased to Tenant and Tenant hired from Landlord the Premises (as defined in the Lease); and

B. Section 2.04 of the Lease provides that the parties shall execute an agreement confirming the Commencement Date, Rent Commencement Date and Expiration Date when the Commencement Date has been determined.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to such terms in the Lease.

2. Landlord and Tenant hereby confirm that:

(i) the Commencement Date is _____;

(ii) the Rent Commencement Date is _____;

(iii) the First Lease Year commences on _____ and ends on _____;

and

(iv) the Expiration Date of the Initial Term is _____.

3. As hereby modified, all of the terms, covenants and conditions of the Lease shall continue in full force and effect and are hereby ratified and confirmed in all respects.

4. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

LANDLORD:

1 WORLD TRADE CENTER LLC,
a Delaware limited liability company

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

By: _____
Name:
Title:

TENANT:

CHINA CENTER NEW YORK LLC,
a Delaware limited liability company

By: _____
Name:
Title:

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FOR THE LESSEE

Center, at Landlord's cost based on Tenant's standard charges to China Center Members for such services, food and beverages.

Section 38.03 In-Kind Services Located Outside the Premises. The In-Kind Services for any locations outside the Premises may include, but not be limited to, the use of available office space (space that is vacant and available and offered for lease to third parties) in strategic commercial markets in China and other global markets where Vantone has an ownership interest, including Shanghai and/or Beijing. The value of In-Kind Services provided outside the Premises against which the In-Kind Service Credit may be applied shall be based upon the reasonable fair market value of such In-Kind Services.

Section 38.04 Corporate Memberships. In addition to the In-Kind Service Credit, Tenant shall provide Landlord with corporate memberships to the China Center. Such corporate memberships will be offered to (Ex. 2.a.) to be selected by Landlord, subject to reasonable approval of Tenant. Corporate membership initiation fees and annual dues for s will be provided to Landlord during the entire Term.

ARTICLE 39

MESSENGER CENTER

Section 39.01 Messenger Center. Throughout the Term, Landlord shall operate a package intercept/messenger center (the "Messenger Center") in accordance with the standards of a first class office building for the benefit of Tenant and Permitted Occupants of the Premises for all deliveries made to and from the Building. The Messenger Center shall be operated in accordance with the terms set forth in this Article 39, provided, however, Landlord may alter the location of and procedures to be followed with respect to the Messenger Center so long as Landlord provides substantially equivalent services. Tenant acknowledges that Landlord may, at its option, cease to operate the Messenger Center at any time.

Section 39.02 Hours. Subject to Section 39.05 and Force Majeure, the Messenger Center shall be operated during Operating Hours. Tenant shall advise all messenger services delivering or picking up packages at the Building that all deliveries must be made to and picked-up from the Messenger Center.

Section 39.03 Incoming Deliveries. Promptly after receipt by the Messenger Center from messenger services of deliveries addressed to Tenant ("Incoming Deliveries"), Landlord shall contact Tenant, at a number designated by Tenant, and Tenant will be responsible for retrieving the Incoming Deliveries at the Messenger Center. In no event shall Landlord's employees or Building staff be obligated to deliver Incoming Deliveries to Tenant.

Section 39.04 Outgoing Deliveries. During Operating Hours, Tenant may deliver to the Messenger Center deliveries from Tenant that are, in turn, to be picked up at the Messenger Center by messenger services for delivery outside the Building ("Outgoing Deliveries"), and such Outgoing Deliveries shall be held at the Messenger Center until picked up by such messenger services.